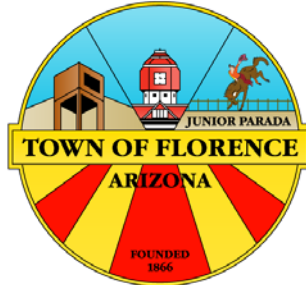


TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tom J. Rankin
Vice-Mayor Tara Walter
Councilmember Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Tuesday, February 16, 2016

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Tuesday, February 16, 2016, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. **ROLL CALL:** Rankin __, Walter __, Woolridge __, Hawkins __,
Guilin __, Anderson __, Wall ____.

3. MOMENT OF SILENCE DEDICATED TO POLICE SERGEANT SAMUEL P. PANKEY

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. PUBLIC HEARING AND PRESENTATIONS

- a. Public Hearing to receive public comment on Floodplain Management Regulations for the Town of Florence and First Reading of Ordinance No. 645-16. (Mark Eckhoff)
- i. **Resolution No. 1575-16:** Possible discussion of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD A CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA", DATED MARCH 2016. (Mark Eckhoff)

- ii. **Ordinance No. 645-16:** AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 151.01 NATIONAL FLOOD INSURANCE PROGRAM UNDER CHAPTER 151 FLOODPLAIN REGULATIONS AND WITHIN THE LAND USAGE SECTION (TITLE XV) OF THE TOWN OF FLORENCE CODE OF ORDINANCES. (Mark Eckhoff)
- iii. **Resolution No. 1576-16:** Possible discussion of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISED FEES ASSOCIATED WITH THE UPDATED FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA, DATED MARCH 2016, AND INCORPORATING SAID COMPREHENSIVE LIST OF ADMINISTRATIVE FEES INTO THE TOWN OF FLORENCE SCHEDULE OF FEES. (Mark Eckhoff)
- b. **Retirement Award** to Florence K-9 Marco for 5 years and 8 months of dedicated service. (Daniel Hughes)
- c. **Presentation of the** 2015 Annual Report from the Greater Florence Chamber of Commerce. (Jennifer Evans)
- d. Presentation by the Greater Florence Chamber of Commerce recognizing Valentino's Eatery, as the Business of the Month.

7. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Approval of a** Vehicular Field Training Agreement between the Town of Florence Fire Department and the Arizona Academy of Emergency Services for education and training for students to become certified emergency medical technicians/paramedic by the Arizona Department of Health Services. (David Strayer)
- b. **Approval of the** Pinal County Mounted Posse's application for their Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control for The Road to Country Thunder event to be held on April 2, 2016. (Lisa Garcia)
- c. Approval of the **January 4** and **January 19, 2016** Council minutes.
- d. Receive and file the following board and commission minutes:
 - i. **October 28, 2015** Historic District Advisory Commission minutes.

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of entering into a Professional Service Contract with EUSI, LLC, and assigning Task Order 1 for Public Works Management Support and Consulting services. (Brent Billingsley)
- b. **Discussion/Approval Disapproval** of the 2015-2016 Target Budget. (Brent Billingsley)

- c. **Discussion/Approval/Disapproval** on rate increases programed in the Water and Wastewater and Long-Term Financial Plan adopted February 2012, effective July 1, 2016. (Lisa Garcia)

9. MANAGER'S REPORT

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

12. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-0001325.


13. ADJOURN FROM EXECUTIVE SESSION

14. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON FEBRUARY 11, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a i.
MEETING DATE: February 16, 2016 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1575-16: Town of Florence Floodplain Management Regulations		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Information only on Resolution No. 1575-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD A CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA", DATED MARCH 2016.

Resolution No. 1575-16 will be presented to Council for adoption on March 7, 2016.

BACKGROUND/DISCUSSION:

There are three components with this adoption of amended Floodplain Management Regulations and fees for the Town of Florence.

1. **Resolution No. 1575-16 declares the Floodplain Management Regulations a public record (this request).**
2. Ordinance No. 645-16 serves to reference the new regulations in the Town Code.
3. Resolution No. 1576-16 adopts the revised fees that the Town will put into place for Floodplain Management activities. These regulations and fees will replace those adopted in 2006. The Town Manager will continue to be the Floodplain Administrator for the Town, but can designate staff to assist with these duties.

The Town had a Community Assistance Visit (CAV) from the Arizona Department of Water Resources (ADWR) in 2015. As noted on the FEMA website:

"The Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program's (NFIP's) Community Assistance Program (CAP). The

CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements. In extreme cases where the community does not take action to bring itself into compliance, FEMA may initiate and enforcement action against the community."

ADWR, acting on behalf of FEMA, had no findings against the Town during their visit, but asked that we work towards updating our Floodplain Management Regulations. This request was made since the Town had been using Pinal County's Floodplain Management Regulations as our own since 2006, an option that had served the Town well for several years, but was no longer the best option for the Town. Fortunately, around the time of ADWR's request, the State was developing new model Floodplain Management Regulations and associated fees. Accordingly, staff worked with ADWR over the past several months to get the model regulations tailored to the Town's needs. ADWR, Community Development, Public Works, the Town Attorney and the Town Manager all worked together on the final package that is being presented to the Town Council.

There are three components with this adoption of amended Floodplain Management Regulations and fees for the Town of Florence. There is a Resolution that declares the Floodplain Management Regulations a public record (this request). There is also an Ordinance that serves to reference the new Regulations in the Town Code. Lastly, there is a Resolution that adopts the revised fees that the Town will put into place for Floodplain Management activities. These Regulations and Fees will replace those adopted in 2006. The Town Manager will continue to be the Floodplain Administrator for the Town, but can designate staff to assist with these duties.

FINANCIAL IMPACT:

There is no financial impact with this resolution.

RECOMMENDATION:

February 16, 2016: No action

March 7, 2016: Motion to adopt Resolution No. 1575-16, declaring the revised Floodplain Management Regulations for the Town of Florence to be a public record.

ATTACHMENTS:

Resolution No. 1575-16
Floodplain Management Regulations for the Town of Florence

RESOLUTION NO. 1575-16

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD A CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED "FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA", DATED MARCH 2016.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

That a certain document entitled "Floodplain Regulations for the Town of Florence, Arizona", dated March 2016, copies of which are on file in the office of the Town Clerk, are hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.


PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 7th day of March, 2016.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:



Clifford L. Mattice, Town Attorney

**FLOODPLAIN MANAGEMENT
REGULATIONS
FOR THE
TOWN OF FLORENCE, ARIZONA**

March 2016

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SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

1.1 STATUTORY AUTHORIZATION

In A.R.S. § 48-3610, the Arizona State Legislature enabled the Town of Florence to assume the powers and duties for floodplain management and adopt regulations in conformance with A.R.S. § 48-3609 designed to promote the public health, safety and general welfare of its citizenry. Therefore, the Mayor and Council of the Town of Florence, Arizona, therefore resolves to approve and enforce these Floodplain Management Regulations.

1.2 FINDINGS OF FACT

- A. The flood hazard areas of the Town of Florence are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage, also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of these regulations is to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of special flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a Special Flood Hazard Area;

- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions; and
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, these regulations include methods and provisions to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which helps to accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development that may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards in other areas.

SECTION 2.0

DEFINITIONS

Accessory structure: A structure that is on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood. A flood which has a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE). The computed elevation to which floodwater is anticipated to rise during the base flood.

Basement. Any area of the building having its floor sub-grade - i.e., below ground level - on all sides.

Building. See "Structure."

Community. Any state, area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Development. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevation Certificate. An administrative tool of the National Flood Insurance Program (NFIP) that is used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Encroachment. The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Erosion. The process of the gradual wearing away of landmasses. This peril is not, per se, covered under the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of floodwaters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and/or (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

Flood Insurance Rate Map (FIRM). The official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas (SFHAs) and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that includes flood profiles, Flood Insurance Rate Maps, and the water surface elevation of the base flood.

Floodplain or flood-prone area. Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain Administrator. The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain Review Board. The Mayor and Council of the Town of Florence, Arizona shall act as the Floodplain Review Board at such times as they are engaged in the enforcement of this ordinance. Alternatively, the Mayor and Council of the Town of Florence may appoint up to five members of the general public having residence in the Town of Florence to serve on this Board.

Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations. The Floodplain Management Regulations adopted by ordinance, as well as other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing. Any combination of structural and nonstructural additions, changes or adjustments to nonresidential structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents by means other than elevation.

Flood-Related Erosion. The collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Freeboard. Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed. One-foot of freeboard is required by the Arizona Revised Statutes to account for the one-foot rise built into the concept of designating a floodway and the encroachment requirements where floodways have not been designated. Freeboard results in significantly lower flood insurance rates due to lower flood risk. Communities may encourage additional freeboard requirements as deemed beneficial.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Governing body. The local governing unit, i.e. the Mayor and Council of the Town of Florence, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

Hardship. As related to Section 6.0 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor. The lowest floor of the lowest enclosed area, including the basement. See "Basement." An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home. A structure, transportable in one or more sections that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. Replacement cost of a structure less depreciation since construction.

Mean sea level. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction. For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Obstruction. Including, but not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-hundred-year flood or 100-year flood. A common name for the flood having a one percent chance of being equaled or exceeded in any given year. See "Base flood."

Person. An individual or the individual’s agent, a firm, partnership, association or corporation, or an agent of the aforementioned groups, or this state or its agencies or political subdivisions.

Recreational vehicle. A vehicle that is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light-duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation (RFE). An elevation one foot above the Base Flood Elevation.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sheet flow area. See "Area of shallow flooding."

Special Flood Hazard Area (SFHA). An area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on a Flood Insurance Rate Map as Zone A, AO, AE, AH or A99.

Start of construction. Includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement to a structure, the total cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief from the requirements of the Floodplain Management Regulations that permits construction or other uses of property in a manner that would otherwise be prohibited by ordinance.

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Water surface elevation. The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse. A lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Zone A. No Base Flood Elevations determined.

Zone AE. Base Flood Elevations determined.

Zone AH. Flood depths of one to three feet (usually areas of ponding); Base Flood Elevations determined.

Zone AO. Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

Zone AR. Special Flood Hazard Area formerly protected from the one percent annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the one percent annual chance or greater flood.

Zone A99. Area to be protected from one percent annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

Zone D. Areas in which flood hazards are undetermined, but possible.

Zone X (unshaded). Areas determined to be outside the 0.2 percent annual chance floodplain.

Zone X (shaded). Areas of 0.2 percent annual chance flood; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood.

SECTION 3.0

GENERAL PROVISIONS

3.1 LANDS TO WHICH THESE REGULATIONS APPLY

These regulations shall apply to all special flood hazard areas within the corporate limits of the Town of Florence.

3.2 BASIS FOR ESTABLISHING SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Pinal County, Arizona and Incorporated Areas, dated December 4, 2007”, with accompanying Flood Insurance Rate Maps (FIRMs) dated December 4, 2007, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator. The Floodplain Board, within its area of jurisdiction, shall delineate (or may, by rule, require developers of land to delineate) for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources. The FIS and FIRM panels are on file in the office of the Town Clerk.

3.3 COMPLIANCE

All development of land, construction of residential, commercial or industrial structures, or future development within delineated floodplain areas is subject to the terms of these regulations and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

These regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.6 DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Florence, any officer or employee thereof, the State of Arizona or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

3.7 STATUTORY EXCEPTIONS

A. In accordance with A.R.S. § 48-3609(H), unless expressly provided, this and any regulation adopted pursuant to this article do not affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land or a building or structure is discontinued for 12 months, or destroyed to the extent of 50 percent of its market value as determined by a competent appraiser, any further use shall comply with this article and regulations of the Town of Florence;
2. Reasonable repair or alteration of property for the purposes for which the property was legally used on August 3, 1984, or on the date any regulations affecting such property takes effect, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by 50 percent or more shall be either floodproofed or elevated to or above the Regulatory Flood Elevation;
3. Reasonable repair of structures constructed with the written authorization required by A.R.S. § 48-3613;
4. Facilities constructed or installed pursuant to a Certificate of Environmental Compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2; and
5. In accordance with A.R.S. § 48-3613(D), in addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this Section, the court shall require the violator to either comply with this Section if authorized by the Floodplain Board or remove the obstruction and restore the

watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

B. Before the following types of construction authorized by A.R.S. § 48-3613(B) begin, the responsible person must submit plans for the construction to the Floodplain Board for review and comment pursuant to A.R.S. § 48-3613(C):

1. The construction of bridges, culverts, dikes and other structures necessary to the construction of public highways, roads and streets intersecting or crossing a watercourse;
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a watercourse to prevent erosion of or damage to adjoining land if the structure will not divert, retard or obstruct the natural channel of the watercourse or dams for the conservation of floodwaters as permitted by A.R.S. Title 45, Chapter 6;
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations that will divert, retard or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Floodplain Board pursuant to regulations adopted by the Floodplain Board under this article;
4. Other construction upon determination by the Floodplain Board that written authorization is unnecessary;
5. Any flood control district, county, city, town or other political subdivision from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1;
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision; and
7. The construction and erection of poles, towers, foundations, support structures, guy wires and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

3.8 UNLAWFUL ACTS

- A. It is unlawful for a person to engage in any development or to divert, retard or obstruct the flow of waters in a watercourse if it creates a hazard to life or property without securing the written authorization required by A.R.S. § 48-3613. Where the watercourse is a delineated floodplain, it is unlawful to engage in any development affecting the flow of waters without securing written authorization required by A.R.S. § 48-3613.

- B. Any person found guilty of violating any provision of these regulations shall be guilty of a misdemeanor. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

3.9 DECLARATION OF PUBLIC NUISANCE STATUTE

All development located or maintained within any Special Flood Hazard Area after August 8, 1973, in violation of these regulations, is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.10 ABATEMENT OF VIOLATIONS

Within 30 days of discovery of a violation of these regulations, the Floodplain Administrator shall submit a report to the Floodplain Board which shall include all information available to the Floodplain Administrator which is pertinent to said violation. Within 30 days of receipt of this report, the Floodplain Board shall either:

- A. Take any necessary action to effect the abatement of such violation; or
- B. Issue a variance to this ordinance in accordance with the provisions of Section 6.0 herein; or
- C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within 30 days of such order and the Floodplain Administrator shall submit an amended report to the Floodplain Board within 30 days. At the next regularly scheduled public meeting that meets any applicable notification requirements, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- D. Submit to the Federal Emergency Management Agency a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended.

3.11 SEVERABILITY

These regulations and the various parts thereof are hereby declared to be severable. Should any section of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0

ADMINISTRATION

4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Town Manager or designee is hereby appointed to administer, implement and enforce these regulations by granting or denying development permits in accordance with its provisions.

4.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

4.2.1 PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of these regulations have been satisfied;
- B. All other required state and federal permits have been obtained;
- C. The site is reasonably safe from flooding;
- D. In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

For the purposes of these regulations, "adversely affect" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point.

4.2.2 SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS

Review all development permits for improvements and/or damages to existing structures to determine if the application of the substantial improvement rules apply, including establishing a definition of market value determination and verifying that the estimated improvement and/or repair costs are less than 50% of the market value of the structure.

4.2.3 USE OF OTHER BASE FLOOD DATA

When Base Flood Elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data available from a federal, state or other source, in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources and may be submitted to the Floodplain Board for adoption.

4.2.4 OBTAIN AND MAINTAIN FOR PUBLIC INSPECTION

Obtain and maintain the following for public inspection and make available as needed:

- A. Certification required by Section 5.1.3.1 and Section 5.5 (lowest floor elevations, bottom of the structural frame and utilities);
- B. Certification required by Section 5.1.3.2 (lowest floor elevations or floodproofing of nonresidential structures and utilities);
- C. Certification required by Section 5.1.3.5 (flood vents);
- D. Certification of elevation required by Section 5.4.A.2 (subdivisions and other proposed development standards);
- E. Certification required by Section 5.7.A (floodway encroachments);
- F. Records of all variance actions, including justification for their issuance; and
- G. Obtain and maintain improvement and damage calculations required in Section 4.2.2.

4.2.5 NOTIFICATION TO OTHER ENTITIES

- A. Whenever a watercourse is to be altered or relocated:
 - 1. Notify adjacent communities and the Arizona Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency through appropriate notification means; and
 - 2. Assure that the flood carrying capacity of the altered or relocated portion of said watercourse be maintained.
- B. Base Flood Elevation and rate of flow due to physical alterations:

1. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
2. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the base flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Director of the Arizona Department of Water Resources.

C. Corporate Boundary Changes:

1. Notify the Federal Emergency Management Agency of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

4.2.6 MAP DETERMINATIONS

Make interpretations, where needed, as to the exact location of the boundaries of the special flood hazard areas (e.g., where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.

4.2.7 REMEDIAL ACTIONS

Take actions on violations of this ordinance as required in Section 3.10 herein.

4.3 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any Special Flood Hazard Area established in Section 3.2. Application for a Development Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures. In Zone AO, elevation of existing highest adjacent grade and proposed elevation of lowest floor of all structures;
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
- C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 5.1.3.2;
- D. Base Flood Elevation data for subdivision proposals or other development greater than 50 lots or five acres, whichever is the lesser; and
- E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 5.0

PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 STANDARDS OF CONSTRUCTION

In all special flood hazard areas the following standards are required:

5.1.1 Anchoring

- A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
- B. All manufactured homes shall meet the anchoring standards of Section 5.5.B.

5.1.2 Construction Materials and Methods

- A. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage; and
- C. Within Zones AH or AO, adequate drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

5.1.3 Elevation and Floodproofing

5.1.3.1 Residential Construction

Residential construction, new or substantial improvement, shall have the lowest floor, including basement, elevated to or above the Regulatory Flood Elevation.

- A. In a Zone AO, the Base Flood Elevation is determined from the FIRM panel. If unspecified, the required elevation is at minimum two feet above highest adjacent grade.
- B. In a Zone A where the Base Flood Elevation has not been determined, the Base Flood Elevation is determined locally by the criteria set out in Section 4.2.3.
- C. In Zones AE and AH, the Base Flood Elevation is determined from the FIS and/or FIRM.
- D. A garage attached to a residential structure, constructed with the garage

floor slab below the Regulatory Flood Elevation, must be designed to allow for the automatic entry and exit of flood waters. See Section 5.1.3.5 (A) or (B).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.2 Nonresidential Construction

Nonresidential construction, new or substantial improvement, shall have the lowest floor either elevated to conform with Section 5.1.3.1(A), (B), or (C);

Or, together with attendant utility and sanitary facilities.

- A. Be floodproofed below the elevation recommended under Section 5.1.3.1(A), (B), or (C) so that the structure is watertight with walls substantially impermeable to the passage of water; and
- B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification; or certification by a registered professional engineer or architect that the floodproofing standards of this section are satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.3 Manufactured Homes

Manufactured homes shall meet the standards in Section 5.5.

5.1.3.4 Accessory Structures (Detached Garages & Storage Structures)

Accessory structures used solely for parking of vehicles or storage may be constructed such that the floor is below the Regulatory Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:

- A. Use of the accessory structure must be limited to parking of vehicles or storage;
- B. The portions of the accessory structure located below the Regulatory Flood Elevation must be built using flood resistant materials;

- C. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- D. Any machinery or equipment servicing the accessory structure must be elevated or floodproofed to or above the Regulatory Flood Elevation;
- E. The accessory structure must comply with floodway encroachment provisions in Section 5.7; and
- F. The accessory structure must be designed to allow for the automatic entry and exit of flood waters in accordance with Section 5.1.3.5 (A) or (B).

Detached garages, storage structures and other accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.1.3.1(A), (B), or (C).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.5 Flood Openings

All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for meeting this requirement must meet or exceed the following criteria:

For non-engineered openings:

- A. Have a minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- B. The bottom of all openings shall be no higher than one foot above grade;
- C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

Alternatively, a registered engineer or architect may design and certify engineered openings.

5.1.3.6 Machinery and Service Equipment

All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.2 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

- A. The storage or processing of materials that could be injurious to human, animal or plant life if released due to damage from flooding is prohibited in special flood hazard areas.
- B. Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning

5.3 STANDARDS FOR WATER SUPPLY AND WASTE DISPOSAL SYSTEMS

- A. All new or replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- C. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway.

5.4 ADDITIONAL DEVELOPMENT STANDARDS, INCLUDING SUBDIVISIONS

- A. All new subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions), greater than 50 lots or 5 acres, whichever is the lesser, shall:
 - 1. Identify the special flood hazard area and the elevation of the base flood; and
 - 2. Identify on the final plans the elevation(s) of the proposed structure(s) and pads. If the site is filled above the Base Flood Elevation, the final lowest floor and grade elevations shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities

and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- D. All subdivision proposals and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

5.5 STANDARDS FOR MANUFACTURED HOMES

All manufactured homes that are placed on site or substantially improved shall:

- A. Be elevated to conform with Section 5.1.3.1(A), (B), or (C) so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is to or above the Regulatory Flood Elevation; and
- B. Be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

Upon completion of installation of the manufactured home, certification by a registered professional engineer or surveyor that the elevation requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.6 STANDARDS FOR RECREATIONAL VEHICLES

All recreational vehicles placed on site shall:

- A. Be on site for fewer than 180 consecutive days,
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 4.0 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 5.5.

5.7 FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements and other development, unless certification by a registered professional engineer or

architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- B. If Section 5.7 is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of Section 5.0.

SECTION 6.0

VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the regulations is based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants or the property owners.

It is the duty of the Town of Florence to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Regulatory Flood Elevation are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in these regulations are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria is designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 FLOODPLAIN REVIEW BOARD

- A. The Mayor and Council of the Town of Florence may establish a board of review, which may be the advisory board or a committee of the advisory board to sit in review and make decisions.
- B. The Floodplain Review Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- C. In considering such applications, the Floodplain Review Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger of life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - 4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed use with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water system and streets and bridges.
- D. Upon consideration of the factors of Section 6.2(C) and the purposes of this ordinance, the Floodplain Review Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
1. The issuance of a variance to construct a structure below the Regulatory Flood Elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 2. Such construction below the regulatory flood elevation increases risks to life and property; and
 3. The land upon which the variance is granted shall be ineligible for exchange of state land pursuant to the flood relocation and land exchange program provided by A.R.S. § 37-610. A copy of the notice shall be recorded in the office of the Pinal County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- F. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
- G. A person aggrieved in any manner by an action of the Floodplain Review Board may within 30 days appeal to the Mayor and Town Council of the Town of Florence.


6.2 CONDITIONS FOR VARIANCES

A. Variances shall only be issued:

1. Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structures' continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
4. Upon a showing of good and sufficient cause;
5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of these regulations in the definition of "Functionally Dependent Use."

B. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.

C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the Regulatory Flood Elevation, provided the procedures of Sections 4.0 and 5.0 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a ii.
MEETING DATE: February 16, 2016 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 645-16: Town of Florence Floodplain Ordinance		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public Hearing and First Reading of Ordinance No. 645-16: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 151.01 NATIONAL FLOOD INSURANCE PROGRAM UNDER CHAPTER 151 FLOODPLAIN REGULATIONS AND WITHIN THE LAND USAGE SECTION (TITLE XV) OF THE TOWN OF FLORENCE CODE OF ORDINANCES.

Motion to adopt Ordinance No. 645-16 on March 7, 2016.

BACKGROUND/DISCUSSION:

There are three components with this adoption of amended Floodplain Management Regulations and fees for the Town of Florence.

1. Resolution No. 1575-16 declares the Floodplain Management Regulations a public record (this request).
2. **Ordinance No. 645-16 serves to reference the new regulations in the Town Code.**
3. Resolution No. 1576-16 adopts the revised fees that the Town will put into place for Floodplain Management activities. These regulations and fees will replace those adopted in 2006. The Town Manager will continue to be the Floodplain Administrator for the Town, but can designate staff to assist with these duties.

The Town had a Community Assistance Visit (CAV) from the Arizona Department of Water Resources (ADWR) in 2015. As noted on the FEMA website:

“The Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program's (NFIP's) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements. In extreme cases where the community does not take action to bring itself into compliance, FEMA may initiate and enforcement action against the community.”

ADWR, acting on behalf of FEMA, had no findings against the Town during their visit, but asked that we work towards updating our Floodplain Management Regulations. This request was made since the Town had been using Pinal County's Floodplain Management Regulations as our own since 2006, an option that had served the Town well for several years, but was no longer the best option for the Town. Fortunately, around the time of ADWR's request, the State was developing new model Floodplain Management Regulations and associated fees. Accordingly, staff worked with ADWR over the past several months to get the model regulations tailored to the Town's needs. ADWR, Community Development, Public Works, the Town Attorney and the Town Manager all worked together on the final package that is being presented to the Town Council.

FINANCIAL IMPACT:

The financial impact of this ordinance, the Floodplain Management Regulations Florence and the Floodplain Management Fee schedule is neutral. Fees are collected to off-set the costs of performing floodplain management duties within the Town of Florence.

RECOMMENDATION:

Open the public hearing and First Reading of Ordinance No. 645-16.

ATTACHMENTS:

Ordinance No. 645-16
Notice of Public Hearing
Floodplain Management Regulations for the Town of Florence

ORDINANCE NO. 645-16

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 151.01 NATIONAL FLOOD INSURANCE PROGRAM UNDER CHAPTER 151 FLOODPLAIN REGULATIONS AND WITHIN THE LAND USAGE SECTION (TITLE XV) OF THE TOWN OF FLORENCE CODE OF ORDINANCES.

WHEREAS, the Town of Florence, Arizona, joined the National Flood Insurance Program (NFIP) as a separate community on August 17, 1981; and

WHEREAS, the Town of Florence, through Resolution No. 184-84, assumed the duties of floodplain management within the Town of Florence on August 6, 1984; and

WHEREAS, the Town of Florence, under the National Flood Insurance Program, is the entity responsible for floodplain administration within the Town; and

WHEREAS, the continued participation in the National Flood Insurance Program is in the best interest of the citizens of the Town of Florence; and

WHEREAS, each community that participates in the National Flood Insurance Program is required to adopt floodplain management regulations consistent with Federal criteria; and

WHEREAS, that certain document entitled "Pinal County Floodplain Management Ordinance", dated August 2006, and all subsequent amendments and/or revisions has served as the legal instrument for implementing floodplain management within the Town of Florence prior to the adoption of this ordinance; and

WHEREAS, the new Floodplain Management Regulations being adopted by the Town of Florence are based on a model Floodplain Management Ordinance created by the Arizona Department of Water Resources; and

WHEREAS, the new Floodplain Management Regulations shall supersede and replace in entirety the Town's previously adopted Floodplain Management Regulations (the "Pinal County Floodplain Management Ordinance"); and

WHEREAS, the certain document entitled "Floodplain Management Regulations for the Town of Florence, Arizona", dated March 2016, and all subsequent amendments and/or revisions, required copies of which shall be kept on file in the office of the Town Clerk as a public record, shall be adopted by reference.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona as follows:

Section 1. Section 151.01 NATIONAL FLOOD INSURANCE PROGRAM shall be revised in entirety to read as follows:

Section 151.01 NATIONAL FLOOD INSURANCE PROGRAM.

(A) The Town Manager, or designee, is appointed as the Floodplain Administrator for the Town of Florence and will serve as the community point of contact on National Flood Insurance Program issues.

(B) The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Pinal County, Arizona and Incorporated Areas, dated December 4, 2007", with accompanying Flood Insurance Rate Maps (FIRMs) dated December 4, 2007, and all subsequent amendments and/or revisions, are declared to be the minimum area of applicability of the floodplain management regulations and may be supplemented by studies for other areas as allowed in the regulations.

(C) The certain document, which is adopted by reference, entitled "Floodplain Management Regulations for the Town of Florence, Arizona", dated March 2016, and all subsequent amendments and/or revisions, shall be used to manage and regulate the floodplains within the Town of Florence.

Section 2. The Town of Florence shall continue to perform the duties of Floodplain Management within the Town of Florence pursuant to A.R.S. § 48-3610(A).

Section 3. All prior ordinances and parts thereof that may be in conflict with this ordinance are hereby repealed.

Section 4. If any of the provisions of this ordinance are determined by a court of competent jurisdiction to be invalid, they may be severed therefrom and all remaining portions of this ordinance shall remain in full force and effect.

Section 5. Ratification. All prior acts of the Town of Florence and its Floodplain Administrator or Floodplain Manager, however designated, taken in discharge of the duties of floodplain management, are hereby ratified, approved and given full force and effect as of the date of this ordinance.

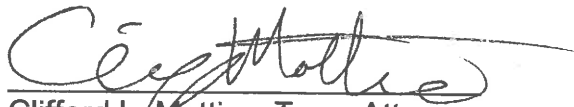
NOW, THEREFORE LET IT BE ORDAINED by the Mayor and Council of the Town of Florence, Arizona, this 7th day of March, 2016.

Tom J. Rankin, Mayor

ATTESTED:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:



Clifford L. Mattice, Town Attorney

NOTICE OF PUBLIC HEARING FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold a Public Hearing on Tuesday, February 16, 2016 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following:

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 151.01 NATIONAL FLOOD INSURANCE PROGRAM UNDER CHAPTER 151 FLOODPLAIN REGULATIONS AND WITHIN THE LAND USAGE SECTION (TITLE XV) OF THE TOWN OF FLORENCE CODE OF ORDINANCES.

The proposed ordinance is available for viewing at the Town of Florence Community Development building located at 224 West 20th Street, Florence, Arizona, Monday through Friday from 8:00 a.m. to 5:00 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: One; Size: Display; Date of publication: January 7, 2016.

**FLOODPLAIN MANAGEMENT
REGULATIONS
FOR THE
TOWN OF FLORENCE, ARIZONA**

March 2016

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SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

1.1 STATUTORY AUTHORIZATION

In A.R.S. § 48-3610, the Arizona State Legislature enabled the Town of Florence to assume the powers and duties for floodplain management and adopt regulations in conformance with A.R.S. § 48-3609 designed to promote the public health, safety and general welfare of its citizenry. Therefore, the Mayor and Council of the Town of Florence, Arizona, therefore resolves to approve and enforce these Floodplain Management Regulations.

1.2 FINDINGS OF FACT

- A. The flood hazard areas of the Town of Florence are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage, also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of these regulations is to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of special flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a Special Flood Hazard Area;

- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions; and
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, these regulations include methods and provisions to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which helps to accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development that may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards in other areas.

SECTION 2.0

DEFINITIONS

Accessory structure: A structure that is on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood. A flood which has a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE). The computed elevation to which floodwater is anticipated to rise during the base flood.

Basement. Any area of the building having its floor sub-grade - i.e., below ground level - on all sides.

Building. See "Structure."

Community. Any state, area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Development. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevation Certificate. An administrative tool of the National Flood Insurance Program (NFIP) that is used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Encroachment. The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Erosion. The process of the gradual wearing away of landmasses. This peril is not, per se, covered under the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of floodwaters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and/or (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

Flood Insurance Rate Map (FIRM). The official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas (SFHAs) and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that includes flood profiles, Flood Insurance Rate Maps, and the water surface elevation of the base flood.

Floodplain or flood-prone area. Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain Administrator. The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain Review Board. The Mayor and Council of the Town of Florence, Arizona shall act as the Floodplain Review Board at such times as they are engaged in the enforcement of this ordinance. Alternatively, the Mayor and Council of the Town of Florence may appoint up to five members of the general public having residence in the Town of Florence to serve on this Board.

Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations. The Floodplain Management Regulations adopted by ordinance, as well as other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing. Any combination of structural and nonstructural additions, changes or adjustments to nonresidential structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents by means other than elevation.

Flood-Related Erosion. The collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Freeboard. Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed. One-foot of freeboard is required by the Arizona Revised Statutes to account for the one-foot rise built into the concept of designating a floodway and the encroachment requirements where floodways have not been designated. Freeboard results in significantly lower flood insurance rates due to lower flood risk. Communities may encourage additional freeboard requirements as deemed beneficial.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Governing body. The local governing unit, i.e. the Mayor and Council of the Town of Florence, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

Hardship. As related to Section 6.0 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor. The lowest floor of the lowest enclosed area, including the basement. See "Basement." An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home. A structure, transportable in one or more sections that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. Replacement cost of a structure less depreciation since construction.

Mean sea level. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction. For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Obstruction. Including, but not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-hundred-year flood or 100-year flood. A common name for the flood having a one percent chance of being equaled or exceeded in any given year. See "Base flood."

Person. An individual or the individual’s agent, a firm, partnership, association or corporation, or an agent of the aforementioned groups, or this state or its agencies or political subdivisions.

Recreational vehicle. A vehicle that is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light-duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation (RFE). An elevation one foot above the Base Flood Elevation.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sheet flow area. See "Area of shallow flooding."

Special Flood Hazard Area (SFHA). An area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on a Flood Insurance Rate Map as Zone A, AO, AE, AH or A99.

Start of construction. Includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement to a structure, the total cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief from the requirements of the Floodplain Management Regulations that permits construction or other uses of property in a manner that would otherwise be prohibited by ordinance.

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Water surface elevation. The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse. A lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Zone A. No Base Flood Elevations determined.

Zone AE. Base Flood Elevations determined.

Zone AH. Flood depths of one to three feet (usually areas of ponding); Base Flood Elevations determined.

Zone AO. Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

Zone AR. Special Flood Hazard Area formerly protected from the one percent annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the one percent annual chance or greater flood.

Zone A99. Area to be protected from one percent annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

Zone D. Areas in which flood hazards are undetermined, but possible.

Zone X (unshaded). Areas determined to be outside the 0.2 percent annual chance floodplain.

Zone X (shaded). Areas of 0.2 percent annual chance flood; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood.

SECTION 3.0

GENERAL PROVISIONS

3.1 LANDS TO WHICH THESE REGULATIONS APPLY

These regulations shall apply to all special flood hazard areas within the corporate limits of the Town of Florence.

3.2 BASIS FOR ESTABLISHING SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Pinal County, Arizona and Incorporated Areas, dated December 4, 2007”, with accompanying Flood Insurance Rate Maps (FIRMs) dated December 4, 2007, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator. The Floodplain Board, within its area of jurisdiction, shall delineate (or may, by rule, require developers of land to delineate) for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources. The FIS and FIRM panels are on file in the office of the Town Clerk.

3.3 COMPLIANCE

All development of land, construction of residential, commercial or industrial structures, or future development within delineated floodplain areas is subject to the terms of these regulations and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

These regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.6 DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Florence, any officer or employee thereof, the State of Arizona or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

3.7 STATUTORY EXCEPTIONS

A. In accordance with A.R.S. § 48-3609(H), unless expressly provided, this and any regulation adopted pursuant to this article do not affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land or a building or structure is discontinued for 12 months, or destroyed to the extent of 50 percent of its market value as determined by a competent appraiser, any further use shall comply with this article and regulations of the Town of Florence;
2. Reasonable repair or alteration of property for the purposes for which the property was legally used on August 3, 1984, or on the date any regulations affecting such property takes effect, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by 50 percent or more shall be either floodproofed or elevated to or above the Regulatory Flood Elevation;
3. Reasonable repair of structures constructed with the written authorization required by A.R.S. § 48-3613;
4. Facilities constructed or installed pursuant to a Certificate of Environmental Compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2; and
5. In accordance with A.R.S. § 48-3613(D), in addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this Section, the court shall require the violator to either comply with this Section if authorized by the Floodplain Board or remove the obstruction and restore the

watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

B. Before the following types of construction authorized by A.R.S. § 48-3613(B) begin, the responsible person must submit plans for the construction to the Floodplain Board for review and comment pursuant to A.R.S. § 48-3613(C):

1. The construction of bridges, culverts, dikes and other structures necessary to the construction of public highways, roads and streets intersecting or crossing a watercourse;
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a watercourse to prevent erosion of or damage to adjoining land if the structure will not divert, retard or obstruct the natural channel of the watercourse or dams for the conservation of floodwaters as permitted by A.R.S. Title 45, Chapter 6;
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations that will divert, retard or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Floodplain Board pursuant to regulations adopted by the Floodplain Board under this article;
4. Other construction upon determination by the Floodplain Board that written authorization is unnecessary;
5. Any flood control district, county, city, town or other political subdivision from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1;
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision; and
7. The construction and erection of poles, towers, foundations, support structures, guy wires and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

3.8 UNLAWFUL ACTS

- A. It is unlawful for a person to engage in any development or to divert, retard or obstruct the flow of waters in a watercourse if it creates a hazard to life or property without securing the written authorization required by A.R.S. § 48-3613. Where the watercourse is a delineated floodplain, it is unlawful to engage in any development affecting the flow of waters without securing written authorization required by A.R.S. § 48-3613.

- B. Any person found guilty of violating any provision of these regulations shall be guilty of a misdemeanor. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

3.9 DECLARATION OF PUBLIC NUISANCE STATUTE

All development located or maintained within any Special Flood Hazard Area after August 8, 1973, in violation of these regulations, is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.10 ABATEMENT OF VIOLATIONS

Within 30 days of discovery of a violation of these regulations, the Floodplain Administrator shall submit a report to the Floodplain Board which shall include all information available to the Floodplain Administrator which is pertinent to said violation. Within 30 days of receipt of this report, the Floodplain Board shall either:

- A. Take any necessary action to effect the abatement of such violation; or
- B. Issue a variance to this ordinance in accordance with the provisions of Section 6.0 herein; or
- C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within 30 days of such order and the Floodplain Administrator shall submit an amended report to the Floodplain Board within 30 days. At the next regularly scheduled public meeting that meets any applicable notification requirements, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- D. Submit to the Federal Emergency Management Agency a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended.

3.11 SEVERABILITY

These regulations and the various parts thereof are hereby declared to be severable. Should any section of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0

ADMINISTRATION

4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Town Manager or designee is hereby appointed to administer, implement and enforce these regulations by granting or denying development permits in accordance with its provisions.

4.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

4.2.1 PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of these regulations have been satisfied;
- B. All other required state and federal permits have been obtained;
- C. The site is reasonably safe from flooding;
- D. In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

For the purposes of these regulations, "adversely affect" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point.

4.2.2 SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS

Review all development permits for improvements and/or damages to existing structures to determine if the application of the substantial improvement rules apply, including establishing a definition of market value determination and verifying that the estimated improvement and/or repair costs are less than 50% of the market value of the structure.

4.2.3 USE OF OTHER BASE FLOOD DATA

When Base Flood Elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data available from a federal, state or other source, in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources and may be submitted to the Floodplain Board for adoption.

4.2.4 OBTAIN AND MAINTAIN FOR PUBLIC INSPECTION

Obtain and maintain the following for public inspection and make available as needed:

- A. Certification required by Section 5.1.3.1 and Section 5.5 (lowest floor elevations, bottom of the structural frame and utilities);
- B. Certification required by Section 5.1.3.2 (lowest floor elevations or floodproofing of nonresidential structures and utilities);
- C. Certification required by Section 5.1.3.5 (flood vents);
- D. Certification of elevation required by Section 5.4.A.2 (subdivisions and other proposed development standards);
- E. Certification required by Section 5.7.A (floodway encroachments);
- F. Records of all variance actions, including justification for their issuance; and
- G. Obtain and maintain improvement and damage calculations required in Section 4.2.2.

4.2.5 NOTIFICATION TO OTHER ENTITIES

- A. Whenever a watercourse is to be altered or relocated:
 - 1. Notify adjacent communities and the Arizona Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency through appropriate notification means; and
 - 2. Assure that the flood carrying capacity of the altered or relocated portion of said watercourse be maintained.
- B. Base Flood Elevation and rate of flow due to physical alterations:

1. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
2. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the base flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Director of the Arizona Department of Water Resources.

C. Corporate Boundary Changes:

1. Notify the Federal Emergency Management Agency of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

4.2.6 MAP DETERMINATIONS

Make interpretations, where needed, as to the exact location of the boundaries of the special flood hazard areas (e.g., where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.

4.2.7 REMEDIAL ACTIONS

Take actions on violations of this ordinance as required in Section 3.10 herein.

4.3 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any Special Flood Hazard Area established in Section 3.2. Application for a Development Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures. In Zone AO, elevation of existing highest adjacent grade and proposed elevation of lowest floor of all structures;
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
- C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 5.1.3.2;
- D. Base Flood Elevation data for subdivision proposals or other development greater than 50 lots or five acres, whichever is the lesser; and
- E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 5.0

PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 STANDARDS OF CONSTRUCTION

In all special flood hazard areas the following standards are required:

5.1.1 Anchoring

- A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
- B. All manufactured homes shall meet the anchoring standards of Section 5.5.B.

5.1.2 Construction Materials and Methods

- A. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage; and
- C. Within Zones AH or AO, adequate drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

5.1.3 Elevation and Floodproofing

5.1.3.1 Residential Construction

Residential construction, new or substantial improvement, shall have the lowest floor, including basement, elevated to or above the Regulatory Flood Elevation.

- A. In a Zone AO, the Base Flood Elevation is determined from the FIRM panel. If unspecified, the required elevation is at minimum two feet above highest adjacent grade.
- B. In a Zone A where the Base Flood Elevation has not been determined, the Base Flood Elevation is determined locally by the criteria set out in Section 4.2.3.
- C. In Zones AE and AH, the Base Flood Elevation is determined from the FIS and/or FIRM.
- D. A garage attached to a residential structure, constructed with the garage

floor slab below the Regulatory Flood Elevation, must be designed to allow for the automatic entry and exit of flood waters. See Section 5.1.3.5 (A) or (B).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.2 Nonresidential Construction

Nonresidential construction, new or substantial improvement, shall have the lowest floor either elevated to conform with Section 5.1.3.1(A), (B), or (C);

Or, together with attendant utility and sanitary facilities.

- A. Be floodproofed below the elevation recommended under Section 5.1.3.1(A), (B), or (C) so that the structure is watertight with walls substantially impermeable to the passage of water; and
- B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification; or certification by a registered professional engineer or architect that the floodproofing standards of this section are satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.3 Manufactured Homes

Manufactured homes shall meet the standards in Section 5.5.

5.1.3.4 Accessory Structures (Detached Garages & Storage Structures)

Accessory structures used solely for parking of vehicles or storage may be constructed such that the floor is below the Regulatory Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:

- A. Use of the accessory structure must be limited to parking of vehicles or storage;
- B. The portions of the accessory structure located below the Regulatory Flood Elevation must be built using flood resistant materials;

- C. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- D. Any machinery or equipment servicing the accessory structure must be elevated or floodproofed to or above the Regulatory Flood Elevation;
- E. The accessory structure must comply with floodway encroachment provisions in Section 5.7; and
- F. The accessory structure must be designed to allow for the automatic entry and exit of flood waters in accordance with Section 5.1.3.5 (A) or (B).

Detached garages, storage structures and other accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.1.3.1(A), (B), or (C).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.5 Flood Openings

All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for meeting this requirement must meet or exceed the following criteria:

For non-engineered openings:

- A. Have a minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- B. The bottom of all openings shall be no higher than one foot above grade;
- C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

Alternatively, a registered engineer or architect may design and certify engineered openings.

5.1.3.6 Machinery and Service Equipment

All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.2 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

- A. The storage or processing of materials that could be injurious to human, animal or plant life if released due to damage from flooding is prohibited in special flood hazard areas.
- B. Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning

5.3 STANDARDS FOR WATER SUPPLY AND WASTE DISPOSAL SYSTEMS

- A. All new or replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- C. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway.

5.4 ADDITIONAL DEVELOPMENT STANDARDS, INCLUDING SUBDIVISIONS

- A. All new subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions), greater than 50 lots or 5 acres, whichever is the lesser, shall:
 - 1. Identify the special flood hazard area and the elevation of the base flood; and
 - 2. Identify on the final plans the elevation(s) of the proposed structure(s) and pads. If the site is filled above the Base Flood Elevation, the final lowest floor and grade elevations shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities

and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- D. All subdivision proposals and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

5.5 STANDARDS FOR MANUFACTURED HOMES

All manufactured homes that are placed on site or substantially improved shall:

- A. Be elevated to conform with Section 5.1.3.1(A), (B), or (C) so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is to or above the Regulatory Flood Elevation; and
- B. Be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

Upon completion of installation of the manufactured home, certification by a registered professional engineer or surveyor that the elevation requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.6 STANDARDS FOR RECREATIONAL VEHICLES

All recreational vehicles placed on site shall:

- A. Be on site for fewer than 180 consecutive days,
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 4.0 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 5.5.

5.7 FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements and other development, unless certification by a registered professional engineer or

architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- B. If Section 5.7 is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of Section 5.0.

SECTION 6.0

VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the regulations is based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants or the property owners.

It is the duty of the Town of Florence to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Regulatory Flood Elevation are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in these regulations are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria is designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 FLOODPLAIN REVIEW BOARD

- A. The Mayor and Council of the Town of Florence may establish a board of review, which may be the advisory board or a committee of the advisory board to sit in review and make decisions.
- B. The Floodplain Review Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- C. In considering such applications, the Floodplain Review Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger of life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - 4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed use with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water system and streets and bridges.
- D. Upon consideration of the factors of Section 6.2(C) and the purposes of this ordinance, the Floodplain Review Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
1. The issuance of a variance to construct a structure below the Regulatory Flood Elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 2. Such construction below the regulatory flood elevation increases risks to life and property; and
 3. The land upon which the variance is granted shall be ineligible for exchange of state land pursuant to the flood relocation and land exchange program provided by A.R.S. § 37-610. A copy of the notice shall be recorded in the office of the Pinal County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- F. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
- G. A person aggrieved in any manner by an action of the Floodplain Review Board may within 30 days appeal to the Mayor and Town Council of the Town of Florence.


6.2 CONDITIONS FOR VARIANCES

A. Variances shall only be issued:

1. Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structures' continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
4. Upon a showing of good and sufficient cause;
5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of these regulations in the definition of "Functionally Dependent Use."

B. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.

C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the Regulatory Flood Elevation, provided the procedures of Sections 4.0 and 5.0 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a iii.
MEETING DATE: February 16, 2016 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1576-16: Floodplain Management Regulations Fee Schedule		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Information only on Resolution No. 1576-16: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISED FEES ASSOCIATED WITH THE UPDATED FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA, DATED MARCH 2016, AND INCORPORATING SAID COMPREHENSIVE LIST OF ADMINISTRATIVE FEES INTO THE TOWN OF FLORENCE SCHEDULE OF FEES.

Resolution No. 1576-16 will be presented to Council for adoption on March 7, 2016.

BACKGROUND/DISCUSSION:

There are three components with this adoption of amended Floodplain Management Regulations and fees for the Town of Florence.

1. Resolution No. 1575-16 declares the Floodplain Management Regulations a public record (this request).
2. Ordinance No. 645-16 serves to reference the new regulations in the Town Code.
3. **Resolution No. 1576-16 adopts the revised fees that the Town will put into place for Floodplain Management activities. These regulations and fees will replace those adopted in 2006. The Town Manager will continue to be the Floodplain Administrator for the Town, but can designate staff to assist with these duties.**

The Town had a Community Assistance Visit (CAV) from the Arizona Department of Water Resources (ADWR) in 2015. As noted on the FEMA website:

“The Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program’s (NFIP’s) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements. In extreme cases where the community does not take action to bring itself into compliance, FEMA may initiate and enforcement action against the community.”

ADWR, acting on behalf of FEMA, had no findings against the Town during their visit, but asked that we work towards updating our Floodplain Management Regulations. This request was made since the Town had been using Pinal County’s Floodplain Management Regulations as our own since 2006, an option that had served the Town well for several years, but was no longer the best option for the Town. Fortunately, around the time of ADWR’s request, the State was developing new model Floodplain Management Regulations and associated fees. Accordingly, staff worked with ADWR over the past several months to get the model regulations tailored to the Town’s needs. ADWR, Community Development, Public Works, the Town Attorney and the Town Manager all worked together on the final package that is being presented to the Town Council.

FINANCIAL IMPACT:

The financial impact of this Resolution is neutral. Fees are collected to off-set the costs of performing floodplain management duties within the Town of Florence.

RECOMMENDATION:

February 16, 2016: No action

March 7, 2016: Motion to adopt Resolution No. 1576-16 adopting the revised Fee Schedule associated with the Town’s Floodplain Management Regulations.

ATTACHMENTS:

Exhibit A Fee Schedule
Resolution No. 1576-16
Floodplain Management Regulations for the Town of Florence

EXHIBIT A

FEE SCHEDULE

FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA

The following administrative fees shall be charged for the processing of Appeals, Floodplain Use Permits, Floodplain Variances, plan review and map changes with no provisions for refund, unless an error occurred or other state statutes apply.

<u>FLOODPLAIN USE PERMITS</u>	<u>FEE</u>
Complexity 1 – Minor, non-complex residential property development	\$250.00
Complexity 2 – Single family residential, mobile/manufactured building, commercial/industrial development	\$465.00
Complexity 3 – Residential subdivision, commercial/industrial center, other complex residential or commercial development	\$635.00
Clearance Review – Incidental Use	\$100.00
Clearance Review – No Development Activity in Floodplain	\$50.00
Clearance Review – Perimeter Floodplain and Exemptions	\$0.00
Permit Amendment or Modification	\$150.00
Post Construction Fee – Associated with Floodplain Inquiry Case	\$150.00 plus Complexity 1, 2, or 3
<u>FLOODPLAIN USE PERMIT – EXTRACTIONS OF SAND AND GRAVEL</u>	<u>FEE</u>
Permit Application	\$12,800.00
Non-compliance Engineering Review	\$1,600.00
Permit Renewal (5 year)	\$6,400.00
Major Amendment	\$7,440.00
Minor Amendment	\$3,700.00
Administrative Amendment	\$50.00
<u>VARIANCE</u> <u>(Floodplain Administrator, Floodplain Review Board)</u>	<u>FEE</u>
Residential/Commercial/Industrial (posting required)	\$2,600.00
Continuance of Hearing – Applicants request	\$50.00
New Posting Required	\$170.00
<u>FLOODPLAIN DELINEATION REVIEW</u>	<u>FEE</u>
CLOMR/LOMR (MT1)	\$880.00
CLOMR/LOMR (MT2)	\$3,000.00
Review of Floodplain Study	\$1,500.00
<u>APPEALS</u>	<u>FEE</u>
Appeals, Interpretations	\$250.00

FEE SCHEDULE NOTES

General Notes

Fees include all required inspections throughout the life of the Floodplain Use Permit.

All Fees pertaining to these Floodplain Management Regulations shall be adopted by a Resolution of the Town of Florence.

Floodplain Use Permit Fee Categories

Complexity 1 – Fee category to be applied for the review and issuance of residential Floodplain Use Permits for development that lacks structural or design complexity. Developments in the floodplain in this category are minor in their potential impact on the floodplain. There is no floodway on the parcel. (Examples: pools, patios, non-solid fences (i.e.: mesh, chain link, barb wire), driveways at natural grade, etc.)

Complexity 2 – Fee category to be applied for the review and issuance of a residential, commercial, or industrial Floodplain Use Permit that requires greater review. This includes development related to single-family residential, mobile/manufactured building, or commercial/industrial use, or any other development of the floodplain that, based on professional judgment, has the potential to result in a more significant impact on the floodplain than Complexity 1. (Examples: single-family residential structures, manufactured homes, mobile homes, solid walls, retaining walls, at grade roads in floodway, accessory buildings, culverts, as-built structures, etc.)

Complexity 3 – Fee category to be applied for the review and issuance of residential, commercial, or industrial Floodplain Use Permit that requires more detailed review due to the level of complexity. This includes residential subdivisions, commercial/industrial malls or parks, or any other development that, based on professional judgment, has the potential to result in a more significant impact on the floodplain as compared to Complexity 1 and Complexity 2. (Examples: subdivisions, commercial business parks, strip malls, roadways, industrial utility projects, multi-family complexes, mobile/manufactured home parks, recreational vehicle parks, any obstruction or fill in the floodway, commercial solar energy production sites, etc.)

Clearance Review – Incidental – Fee category to be applied for the review and processing of an incidental use as approved by the Floodplain Administrator or his designee per signed policy. Development is to have very minimal ground disturbance. (Incidental uses include: awnings, benches, billboards, carports, corrals, demolitions, open rail fences without mesh including barb wire, fire pits, interior courtyard fences less than or equal to 50 lineal feet, light poles, non-substantial improvement additions (interior remodel/repair, vertical additions), patio covers, solar panels on roofs, portable pens and stalls, ramadas, shade structures [nonsolid sides], sheds/enclosures less than or equal to 120 square feet with no utilities, signs [i.e. free standing, building attachments], tenant improvement, wheelchair ramps, and wrought-iron pool barriers.)

Clearance Review – No Development Activity in Floodplain – Fee category to be applied for the review and processing of project improvements conducted within a property that contains a designated floodplain, where review by the Floodplain Administrator has determined that development in the floodplain will not occur.

Clearance Review – Perimeter Floodplain and Exemptions – Fee category to be applied for the review and processing of project improvements conducted within a property that contains a minimal amount of floodplain, generally on the perimeter of the property, that due to the location, amount, and distance from any proposed improvement, does not require review by the

Floodplain Administrator to determine its impact on the floodplain. Review and determination of such activities is conducted on an administrative level by Town staff.

Permit Amendment or Modification – Fee category to be applied for processing changes to an existing permit, where the reason for the request was initiated by the applicant and the permit fee has already been paid in full. Request may include administrative revisions to paperwork due to new ownership, additional development on property not part of original permit, in-construction changes such as increasing storage tank size or location above or below ground, etc. Modifications are permit changes to plans after the permit has been issued.

Post-Construction Permit Fee (associated with Floodplain Inquiry Case) – Additional fee to be applied for the processing and review of a Floodplain use Permit category (Complexity 1, 2, or 3) where the applicant has begun or completed construction prior to obtaining the required permit. The fee shall be applied in addition to the standard permitting fee(s). Fee is applicable when there is an open Floodplain Inquiry on the property that has not progressed to the Floodplain Review Board.

Floodplain Use Permit Fee Categories – Extraction of Sand and Gravel

Permit Application – Fee category to be applied for the initial processing and review of an application for sand and gravel mining activities occurring within a designated floodplain.

Noncompliance Engineering Review – Fee category to be applied for the engineering review of a facility as the result of an identified noncompliance issue.

Permit Renewal – Fee category to be applied for the review and processing of the renewal of an active permit with no changes to the previously approved Plan of Development. Permit renewals are required every five years of activity operation, in accordance with the provisions of the Floodplain Regulations.

Major Amendment – Fee category to be applied for the processing of a sand and gravel permit amendment that is considered to be relatively major in complexity and its potential impact on the floodplain. (Examples: expanding permitted pits, adding new engineered structures such as berms or grading controls, etc.)

Minor Amendment – Fee category to be applied for the processing of a sand and gravel permit amendment that is considered to be relatively minor in complexity and its potential to impact on the floodplain. (Examples: change in project phasing, relocation of access locations, changes in berm protection riprap, etc.)

Administrative Amendment – Fee category to be applied for the processing of a sand and gravel permit amendment that is administrative in nature and that is not occurring as part of a major/minor amendment request. (Examples: change in ownership, name change, etc.)

Variance Fee Categories
(Floodplain Administrator, Floodplain Review Board)

Residential/Commercial/Industrial (posting required) – Fee category to be applied for the issuance of a variance by the Floodplain Review Board.

Continuance of Hearing – Applicants Request – Fee category to be applied in the event that an applicant initiates a request of continuance for a scheduled hearing.

New Posting Fee – Fee category to be applicable for the reposting of a notice of Variance.

Appeals Fee Category

Fee category to be applied when an applicant requests an interpretation from these Regulations, wants to appeal a denied permit application, or appeal a final decision of the Floodplain Administrator based on the results of an inspection.

Floodplain Delineation Review Fee Categories

CLOMR/LOMR (MT1) – Fee category to be applied for the technical review of a conditional letter of map revision (CLOMR) and/or letter of map revision (LOMR) submittal to the Federal Emergency Management Agency (FEMA). The fee is applied for projects that meet the technical criteria for MT-1 submittals to FEMA where the revisions requested are primarily due to modifications to the drainage characteristics as the result of fill being placed.

CLOMR/LOMR (MT2) – Fee category to be applied for the technical review of a CLOMR/LOMR submittal to FEMA. The fee is applied for projects that meet the technical criteria for MT-2 submittals to FEMA where the revisions requested are primarily due to complex modifications to the drainage characteristics that involve the alteration of drainage flows, patterns, rates, velocities, and other dynamic factors.

Review of Floodplain Study – Fee category to be applied for the technical review and consideration of an independent third-party floodplain study. This fee may be applied when the District staff performs a review of a study conducted by an outside entity in support of a permit application or other regulatory requirement.

RESOLUTION NO. 1576-16

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISED FEES ASSOCIATED WITH THE UPDATED FLOODPLAIN MANAGEMENT REGULATIONS FOR THE TOWN OF FLORENCE, ARIZONA, DATED MARCH 2016, AND INCORPORATING SAID COMPREHENSIVE LIST OF ADMINISTRATIVE FEES INTO THE TOWN OF FLORENCE SCHEDULE OF FEES.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

That the revised fees attached in Exhibit A herein, which are associated with the updated Floodplain Management Regulations for the Town of Florence, Arizona, dated March 2016, be adopted and incorporated into the Town of Florence Schedule of Fees, subject to the approval of Town of Florence Ordinance No. 645-16.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 7th day of March, 2016.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:



Clifford Mattice, Town Attorney

**FLOODPLAIN MANAGEMENT
REGULATIONS
FOR THE
TOWN OF FLORENCE, ARIZONA**

March 2016

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SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

1.1 STATUTORY AUTHORIZATION

In A.R.S. § 48-3610, the Arizona State Legislature enabled the Town of Florence to assume the powers and duties for floodplain management and adopt regulations in conformance with A.R.S. § 48-3609 designed to promote the public health, safety and general welfare of its citizenry. Therefore, the Mayor and Council of the Town of Florence, Arizona, therefore resolves to approve and enforce these Floodplain Management Regulations.

1.2 FINDINGS OF FACT

- A. The flood hazard areas of the Town of Florence are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities and, when inadequately anchored, cause damage in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage, also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of these regulations is to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of special flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a Special Flood Hazard Area;

- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions; and
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, these regulations include methods and provisions to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which helps to accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development that may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards in other areas.

SECTION 2.0

DEFINITIONS

Accessory structure: A structure that is on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood. A flood which has a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE). The computed elevation to which floodwater is anticipated to rise during the base flood.

Basement. Any area of the building having its floor sub-grade - i.e., below ground level - on all sides.

Building. See "Structure."

Community. Any state, area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Development. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevation Certificate. An administrative tool of the National Flood Insurance Program (NFIP) that is used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Encroachment. The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Erosion. The process of the gradual wearing away of landmasses. This peril is not, per se, covered under the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of floodwaters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and/or (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

Flood Insurance Rate Map (FIRM). The official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas (SFHAs) and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that includes flood profiles, Flood Insurance Rate Maps, and the water surface elevation of the base flood.

Floodplain or flood-prone area. Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain Administrator. The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain Review Board. The Mayor and Council of the Town of Florence, Arizona shall act as the Floodplain Review Board at such times as they are engaged in the enforcement of this ordinance. Alternatively, the Mayor and Council of the Town of Florence may appoint up to five members of the general public having residence in the Town of Florence to serve on this Board.

Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations. The Floodplain Management Regulations adopted by ordinance, as well as other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing. Any combination of structural and nonstructural additions, changes or adjustments to nonresidential structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents by means other than elevation.

Flood-Related Erosion. The collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Freeboard. Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed. One-foot of freeboard is required by the Arizona Revised Statutes to account for the one-foot rise built into the concept of designating a floodway and the encroachment requirements where floodways have not been designated. Freeboard results in significantly lower flood insurance rates due to lower flood risk. Communities may encourage additional freeboard requirements as deemed beneficial.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Governing body. The local governing unit, i.e. the Mayor and Council of the Town of Florence, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

Hardship. As related to Section 6.0 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs that have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor. The lowest floor of the lowest enclosed area, including the basement. See "Basement." An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home. A structure, transportable in one or more sections that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. Replacement cost of a structure less depreciation since construction.

Mean sea level. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction. For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Obstruction. Including, but not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-hundred-year flood or 100-year flood. A common name for the flood having a one percent chance of being equaled or exceeded in any given year. See "Base flood."

Person. An individual or the individual’s agent, a firm, partnership, association or corporation, or an agent of the aforementioned groups, or this state or its agencies or political subdivisions.

Recreational vehicle. A vehicle that is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light-duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation (RFE). An elevation one foot above the Base Flood Elevation.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sheet flow area. See "Area of shallow flooding."

Special Flood Hazard Area (SFHA). An area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on a Flood Insurance Rate Map as Zone A, AO, AE, AH or A99.

Start of construction. Includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement to a structure, the total cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief from the requirements of the Floodplain Management Regulations that permits construction or other uses of property in a manner that would otherwise be prohibited by ordinance.

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Water surface elevation. The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse. A lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Zone A. No Base Flood Elevations determined.

Zone AE. Base Flood Elevations determined.

Zone AH. Flood depths of one to three feet (usually areas of ponding); Base Flood Elevations determined.

Zone AO. Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

Zone AR. Special Flood Hazard Area formerly protected from the one percent annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the one percent annual chance or greater flood.

Zone A99. Area to be protected from one percent annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

Zone D. Areas in which flood hazards are undetermined, but possible.

Zone X (unshaded). Areas determined to be outside the 0.2 percent annual chance floodplain.

Zone X (shaded). Areas of 0.2 percent annual chance flood; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood.

SECTION 3.0

GENERAL PROVISIONS

3.1 LANDS TO WHICH THESE REGULATIONS APPLY

These regulations shall apply to all special flood hazard areas within the corporate limits of the Town of Florence.

3.2 BASIS FOR ESTABLISHING SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Pinal County, Arizona and Incorporated Areas, dated December 4, 2007”, with accompanying Flood Insurance Rate Maps (FIRMs) dated December 4, 2007, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator. The Floodplain Board, within its area of jurisdiction, shall delineate (or may, by rule, require developers of land to delineate) for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources. The FIS and FIRM panels are on file in the office of the Town Clerk.

3.3 COMPLIANCE

All development of land, construction of residential, commercial or industrial structures, or future development within delineated floodplain areas is subject to the terms of these regulations and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

These regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.6 DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Florence, any officer or employee thereof, the State of Arizona or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

3.7 STATUTORY EXCEPTIONS

A. In accordance with A.R.S. § 48-3609(H), unless expressly provided, this and any regulation adopted pursuant to this article do not affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land or a building or structure is discontinued for 12 months, or destroyed to the extent of 50 percent of its market value as determined by a competent appraiser, any further use shall comply with this article and regulations of the Town of Florence;
2. Reasonable repair or alteration of property for the purposes for which the property was legally used on August 3, 1984, or on the date any regulations affecting such property takes effect, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by 50 percent or more shall be either floodproofed or elevated to or above the Regulatory Flood Elevation;
3. Reasonable repair of structures constructed with the written authorization required by A.R.S. § 48-3613;
4. Facilities constructed or installed pursuant to a Certificate of Environmental Compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2; and
5. In accordance with A.R.S. § 48-3613(D), in addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged or has been damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this Section, the court shall require the violator to either comply with this Section if authorized by the Floodplain Board or remove the obstruction and restore the

watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

B. Before the following types of construction authorized by A.R.S. § 48-3613(B) begin, the responsible person must submit plans for the construction to the Floodplain Board for review and comment pursuant to A.R.S. § 48-3613(C):

1. The construction of bridges, culverts, dikes and other structures necessary to the construction of public highways, roads and streets intersecting or crossing a watercourse;
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a watercourse to prevent erosion of or damage to adjoining land if the structure will not divert, retard or obstruct the natural channel of the watercourse or dams for the conservation of floodwaters as permitted by A.R.S. Title 45, Chapter 6;
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations that will divert, retard or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Floodplain Board pursuant to regulations adopted by the Floodplain Board under this article;
4. Other construction upon determination by the Floodplain Board that written authorization is unnecessary;
5. Any flood control district, county, city, town or other political subdivision from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1;
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision; and
7. The construction and erection of poles, towers, foundations, support structures, guy wires and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

3.8 UNLAWFUL ACTS

- A. It is unlawful for a person to engage in any development or to divert, retard or obstruct the flow of waters in a watercourse if it creates a hazard to life or property without securing the written authorization required by A.R.S. § 48-3613. Where the watercourse is a delineated floodplain, it is unlawful to engage in any development affecting the flow of waters without securing written authorization required by A.R.S. § 48-3613.

- B. Any person found guilty of violating any provision of these regulations shall be guilty of a misdemeanor. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

3.9 DECLARATION OF PUBLIC NUISANCE STATUTE

All development located or maintained within any Special Flood Hazard Area after August 8, 1973, in violation of these regulations, is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.10 ABATEMENT OF VIOLATIONS

Within 30 days of discovery of a violation of these regulations, the Floodplain Administrator shall submit a report to the Floodplain Board which shall include all information available to the Floodplain Administrator which is pertinent to said violation. Within 30 days of receipt of this report, the Floodplain Board shall either:

- A. Take any necessary action to effect the abatement of such violation; or
- B. Issue a variance to this ordinance in accordance with the provisions of Section 6.0 herein; or
- C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within 30 days of such order and the Floodplain Administrator shall submit an amended report to the Floodplain Board within 30 days. At the next regularly scheduled public meeting that meets any applicable notification requirements, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- D. Submit to the Federal Emergency Management Agency a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended.

3.11 SEVERABILITY

These regulations and the various parts thereof are hereby declared to be severable. Should any section of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0

ADMINISTRATION

4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Town Manager or designee is hereby appointed to administer, implement and enforce these regulations by granting or denying development permits in accordance with its provisions.

4.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

4.2.1 PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of these regulations have been satisfied;
- B. All other required state and federal permits have been obtained;
- C. The site is reasonably safe from flooding;
- D. In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

In areas where a floodway has not been designated, the proposed development does not adversely affect the carrying capacity of areas where Base Flood Elevations have been determined.

For the purposes of these regulations, "adversely affect" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point.

4.2.2 SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS

Review all development permits for improvements and/or damages to existing structures to determine if the application of the substantial improvement rules apply, including establishing a definition of market value determination and verifying that the estimated improvement and/or repair costs are less than 50% of the market value of the structure.

4.2.3 USE OF OTHER BASE FLOOD DATA

When Base Flood Elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data available from a federal, state or other source, in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Director of the Arizona Department of Water Resources and may be submitted to the Floodplain Board for adoption.

4.2.4 OBTAIN AND MAINTAIN FOR PUBLIC INSPECTION

Obtain and maintain the following for public inspection and make available as needed:

- A. Certification required by Section 5.1.3.1 and Section 5.5 (lowest floor elevations, bottom of the structural frame and utilities);
- B. Certification required by Section 5.1.3.2 (lowest floor elevations or floodproofing of nonresidential structures and utilities);
- C. Certification required by Section 5.1.3.5 (flood vents);
- D. Certification of elevation required by Section 5.4.A.2 (subdivisions and other proposed development standards);
- E. Certification required by Section 5.7.A (floodway encroachments);
- F. Records of all variance actions, including justification for their issuance; and
- G. Obtain and maintain improvement and damage calculations required in Section 4.2.2.

4.2.5 NOTIFICATION TO OTHER ENTITIES

- A. Whenever a watercourse is to be altered or relocated:
 - 1. Notify adjacent communities and the Arizona Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency through appropriate notification means; and
 - 2. Assure that the flood carrying capacity of the altered or relocated portion of said watercourse be maintained.
- B. Base Flood Elevation and rate of flow due to physical alterations:

1. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
2. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the base flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Director of the Arizona Department of Water Resources.

C. Corporate Boundary Changes:

1. Notify the Federal Emergency Management Agency of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

4.2.6 MAP DETERMINATIONS

Make interpretations, where needed, as to the exact location of the boundaries of the special flood hazard areas (e.g., where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.

4.2.7 REMEDIAL ACTIONS

Take actions on violations of this ordinance as required in Section 3.10 herein.

4.3 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any Special Flood Hazard Area established in Section 3.2. Application for a Development Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures. In Zone AO, elevation of existing highest adjacent grade and proposed elevation of lowest floor of all structures;
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
- C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 5.1.3.2;
- D. Base Flood Elevation data for subdivision proposals or other development greater than 50 lots or five acres, whichever is the lesser; and
- E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 5.0

PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 STANDARDS OF CONSTRUCTION

In all special flood hazard areas the following standards are required:

5.1.1 Anchoring

- A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and
- B. All manufactured homes shall meet the anchoring standards of Section 5.5.B.

5.1.2 Construction Materials and Methods

- A. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage; and
- C. Within Zones AH or AO, adequate drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

5.1.3 Elevation and Floodproofing

5.1.3.1 Residential Construction

Residential construction, new or substantial improvement, shall have the lowest floor, including basement, elevated to or above the Regulatory Flood Elevation.

- A. In a Zone AO, the Base Flood Elevation is determined from the FIRM panel. If unspecified, the required elevation is at minimum two feet above highest adjacent grade.
- B. In a Zone A where the Base Flood Elevation has not been determined, the Base Flood Elevation is determined locally by the criteria set out in Section 4.2.3.
- C. In Zones AE and AH, the Base Flood Elevation is determined from the FIS and/or FIRM.
- D. A garage attached to a residential structure, constructed with the garage

floor slab below the Regulatory Flood Elevation, must be designed to allow for the automatic entry and exit of flood waters. See Section 5.1.3.5 (A) or (B).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.2 Nonresidential Construction

Nonresidential construction, new or substantial improvement, shall have the lowest floor either elevated to conform with Section 5.1.3.1(A), (B), or (C);

Or, together with attendant utility and sanitary facilities.

- A. Be floodproofed below the elevation recommended under Section 5.1.3.1(A), (B), or (C) so that the structure is watertight with walls substantially impermeable to the passage of water; and
- B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Floodplain Administrator for verification; or certification by a registered professional engineer or architect that the floodproofing standards of this section are satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.3 Manufactured Homes

Manufactured homes shall meet the standards in Section 5.5.

5.1.3.4 Accessory Structures (Detached Garages & Storage Structures)

Accessory structures used solely for parking of vehicles or storage may be constructed such that the floor is below the Regulatory Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:

- A. Use of the accessory structure must be limited to parking of vehicles or storage;
- B. The portions of the accessory structure located below the Regulatory Flood Elevation must be built using flood resistant materials;

- C. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- D. Any machinery or equipment servicing the accessory structure must be elevated or floodproofed to or above the Regulatory Flood Elevation;
- E. The accessory structure must comply with floodway encroachment provisions in Section 5.7; and
- F. The accessory structure must be designed to allow for the automatic entry and exit of flood waters in accordance with Section 5.1.3.5 (A) or (B).

Detached garages, storage structures and other accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.1.3.1(A), (B), or (C).

Upon completion of the structure, certification by a registered professional engineer or surveyor that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.1.3.5 Flood Openings

All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for meeting this requirement must meet or exceed the following criteria:

For non-engineered openings:

- A. Have a minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- B. The bottom of all openings shall be no higher than one foot above grade;
- C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

Alternatively, a registered engineer or architect may design and certify engineered openings.

5.1.3.6 Machinery and Service Equipment

All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.2 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

- A. The storage or processing of materials that could be injurious to human, animal or plant life if released due to damage from flooding is prohibited in special flood hazard areas.
- B. Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning

5.3 STANDARDS FOR WATER SUPPLY AND WASTE DISPOSAL SYSTEMS

- A. All new or replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- C. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway.

5.4 ADDITIONAL DEVELOPMENT STANDARDS, INCLUDING SUBDIVISIONS

- A. All new subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions), greater than 50 lots or 5 acres, whichever is the lesser, shall:
 - 1. Identify the special flood hazard area and the elevation of the base flood; and
 - 2. Identify on the final plans the elevation(s) of the proposed structure(s) and pads. If the site is filled above the Base Flood Elevation, the final lowest floor and grade elevations shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities

and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- D. All subdivision proposals and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

5.5 STANDARDS FOR MANUFACTURED HOMES

All manufactured homes that are placed on site or substantially improved shall:

- A. Be elevated to conform with Section 5.1.3.1(A), (B), or (C) so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is to or above the Regulatory Flood Elevation; and
- B. Be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

Upon completion of installation of the manufactured home, certification by a registered professional engineer or surveyor that the elevation requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

5.6 STANDARDS FOR RECREATIONAL VEHICLES

All recreational vehicles placed on site shall:

- A. Be on site for fewer than 180 consecutive days,
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 4.0 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 5.5.

5.7 FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements and other development, unless certification by a registered professional engineer or

architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- B. If Section 5.7 is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions of Section 5.0.

SECTION 6.0

VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the regulations is based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants or the property owners.

It is the duty of the Town of Florence to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Regulatory Flood Elevation are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in these regulations are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria is designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 FLOODPLAIN REVIEW BOARD

- A. The Mayor and Council of the Town of Florence may establish a board of review, which may be the advisory board or a committee of the advisory board to sit in review and make decisions.
- B. The Floodplain Review Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- C. In considering such applications, the Floodplain Review Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger of life and property due to flooding or erosion damage;
 - 3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - 4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed use with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water system and streets and bridges.
- D. Upon consideration of the factors of Section 6.2(C) and the purposes of this ordinance, the Floodplain Review Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
1. The issuance of a variance to construct a structure below the Regulatory Flood Elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 2. Such construction below the regulatory flood elevation increases risks to life and property; and
 3. The land upon which the variance is granted shall be ineligible for exchange of state land pursuant to the flood relocation and land exchange program provided by A.R.S. § 37-610. A copy of the notice shall be recorded in the office of the Pinal County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- F. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
- G. A person aggrieved in any manner by an action of the Floodplain Review Board may within 30 days appeal to the Mayor and Town Council of the Town of Florence.

6.2 CONDITIONS FOR VARIANCES

A. Variances shall only be issued:

1. Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structures' continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
4. Upon a showing of good and sufficient cause;
5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of these regulations in the definition of "Functionally Dependent Use."

B. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.

C. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the Regulatory Flood Elevation, provided the procedures of Sections 4.0 and 5.0 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6b.

MEETING DATE: February 16, 2016

DEPARTMENT: Police Department

STAFF PRESENTER: Daniel Hughes, Police Chief

SUBJECT: Retirement of K-9 Marco from the Florence Police Department.

- ☐ Action
- ☒ Information Only
- ☐ Public Hearing
- ☐ Resolution
- ☐ Ordinance
 - ☐ Regulatory
 - ☐ 1st Reading
 - ☐ 2nd Reading
- ☐ Other

RECOMMENDED MOTION/ACTION:

Request that the Town recognize the excellent work done by K-9 Marco while serving as a member of the Florence Police Department.

BACKGROUND/DISCUSSION:

Officer Jarrod Ballard became a K-9 officer in 2008 and began training with Marco in 2010. Marco was donated to Florence Police Department by Corrections Corporation of America on May 3, 2010. Marco served until January 1, 2016, when Officer Ballard requested his return to patrol officer status. Due to the age of Marco, it is not a viable option to assign Marco to a new K-9 handler; however, Marco will make a great pet for Officer Ballard and his family. Pursuant to the K-9 agreement, Officer Ballard may purchase Marco from the department for fair market value. Officer Ballard has agreed to purchase Marco from the Town for \$5.00.

FINANCIAL IMPACT:

Officer Ballard has elected to purchase K-9 Marco, at the current fair market value, per the terms of the agreement.

STAFF RECOMMENDATION:

Recognize K-9 Marco for his many years of dedicated service to the community.

ATTACHMENTS:

Memorandum
Information Sheet on K-9 Marco
Copy of Executed Contract



FLORENCE POLICE DEPARTMENT

MEMORANDUM

To: Lisa Garcia

From: Daniel Hughes

Date: February 9, 2016

Subject: Retirement of K-9 Officer Marco

Officer Jarrod Ballard became a Patrol Officer with Florence Police Department on October 08, 2007. Officer Ballard became a K-9 Officer in 2008 after extensive testing for the position. He was selected and was assigned to the K-9 unit. Officer Ballard attended an eight week K-9 academy as a new handler, learning dog behavior and locating illegal drugs.

In 2010 Officer Ballard was paired with Marco a single purpose K-9 donated by Corrections Corporation of Arizona (CCA). K-9 Marco and Officer Ballard attended a two week training course together learning odors of several different types of illegal drugs that included Heroin, Cocaine, Methamphetamine, and Marijuana. Officer Ballard and K-9 Marco continued to work traffic stops where Marco was used to find illegal drugs within the vehicle, and assisted other law enforcement agencies requesting K-9 assistance.

Officer Ballard continued weekly training with Pinal County K-9 Units, Chandler Police Department and D.O.C. where K-9 Marco was tested on his ability and training to locate hidden drugs. Officer Ballard and his partner Marco were required to participate in and pass a National Standard Qualification, National Police Canine Association (NPCA). Officer Ballard also participated in numerous demonstrations with other local agencies, School campuses, and town governments.

Officer Ballard attended a premier Law Enforcement Drug Interdiction course (Desert Snow 2014) for him and Marco. During this training Officer Ballard and Marco were shown critical hiding locations within a motor vehicle and behaviors that violators display during police contact.

Officer Ballard and Marco made several traffic stops that resulted in drug seizures, and arrests for possession of illegal drugs. In 2015 Officer Ballard and Marco stopped a vehicle and discovered illegal drugs, thousands of dollars in stolen merchandise uncovering a large theft ring that was eventually turned over to the

FBI. Marco is now 8 years old and ready for retirement. Marco has performed above and beyond during the past 5 years of his assignment.

Officer Ballard has requested to return to a day shift patrol assignment and the retirement of Marco as an active police k-9 partner. Neither Marco nor the department would benefit to a reassignment due to Marco's age. Marco would have to be retrained and assigned to a new handler. However Marco has a lot to offer and would make an excellent household pet. Officer Ballard and his family have built a strong bond with Marco and he would thrive as a family pet.

MARCO



We have, over time, had several of what we call "Golden Shepherds" which someone in the Tucson area has been indiscriminately breeding. Marco was surrendered by his owners for having too many dogs; he is said to have lived and done well with 4 other large breed dogs, is crate trained and supposedly was left loose indoors. His preliminary evaluation showed us a nice temperament but in need of the usual training and socializing.

More info as it becomes available.

Marco was scheduled to take Rush's place at a shelter manager's home TEMPORARILY; hopefully this will enable us to gain more insight before placing him in foster care. Please check back.

UPDATE 3/4: Marco has been moved, TEMPORARILY, to Aunt Pat's for further observation away from the shelter. We know that he has a stronger, more dominant temperament than his two friends, Cory & Dave. He is defensive behind a fence, as are most German Shepherds, so hopefully we'll learn more in the ensuing week. Marco is only one and a half years old..still considered a puppy..and in need of the usual training & socializing he's missed out on. Please check back for updates or let us know if you think you're a good foster candidate for this pretty youngster.

UPDATE 4/3: We were fortunate to hear from Marco's former owner who graciously filled in some blanks for us. Marco was purchased from the "Golden Shepherd" breeder and was relegated to being a yard dog, sans any training, guidance, etc. Naturally he became a wild child so at around ten months of age they were about to relinquish him to the pound. That's when his last owner stepped in.

They had four other dogs, with which, contrary to what we were told, Marco did not get along; not surprisingly, he fought with the males. They neutered him hoping it would have an impact, however it was not soon enough and could not negate the lack of early socialization or leadership.

These folks had Marco for around seven months. He was introduced to several possible new homes but did not show well and fearfully nipped at strangers. He was described as overly protective and "too aggressive". Having said all of that, we have seen no aggression issues while Marco has been in foster care with a shelter manager, either with people or other dogs. He will fence fight but so will most members of his breed.

In essence, Marco is a very young dog who needs to start over from square one with a qualified handler. He did do well with the children in both families but became extremely protective of them; Marco will not be placed with kids. Marco has lived with and done well with cats but is very territorial on his property thus would not welcome a feral on his turf.

This otherwise very loving boy will need work, experience and commitment as well as a purpose in life...aside from the obvious training, he needs something to do.

We are looking for an immediate foster home in the Phoenix area so that we can get started working with him.

He's neutered, vaccinated, house trained, chipped and needs to move on.

If you are interested in fostering Marco, please read about [OUR FOSTER PROGRAM](#) and submit a Foster Application (found on the Foster Program page).

UPDATE 4/20: Marco has an excellent nose; from day one we have marveled at his scenting abilities, so we had him evaluated by a friend who works with detection dogs and he saw what we saw.

Mr. Marco is headed off to learn how to sniff out drugs and contraband. If for any reason he doesn't cut the mustard, he will be obedience trained and up for adoption. For now, however, our boy is off to school in search (pardon the pun) of that job he needed.

We will update his progress as reports are received....go Marco!!!



Marco & trainer Chuck after his scenting evaluation ~ IF he does well he could be headed for the Florence PD



Chuck admires his new charge



Marco ready to roll!

Adoption fee to be determined.

If you are interested in Marco, please READ ADOPTION BEGINS HERE BEFORE CONTACTING US, then call Steff between 10am and 8:30pm

001364

AGREEMENT FOR UTILIZATION OF TOWN OF FLORENCE POLICE CANINE

The Town of Florence, by and through its Chief of Police and Officer Jarrod Ballard ("Canine Handler") agree as follows:

1. The Town of Florence will pay for the care and treatment of the canine at a licensed veterinarian selected by the Florence Police Department with input, as appropriate, from the Canine Handler, with a checkup every six months.
2. The Town of Florence will pay for dog food and necessary equipment for the Town of Florence Police Department Canine Program.
3. In addition to the Canine Handler's regular salary, the Town of Florence will compensate the Canine Handler as follows:

Working Days – ½ hour per work day	X 4 = 2 Hours @ regular rate of pay
Non-Working Days – 1 ½ hours per day	X 3 = 4.5 Hours @ regular rate of pay

In lieu of the compensation described above, in the discretion of the Canine Handler's supervisor, the Canine Handler may be sent home ½ hour early at the end of the workday.

These additional hours are compensation for the Canine Handler's time spent in the training and maintenance of the canine. Provided that there is sufficient coverage on the shift, the canine handler may be given release time during the shift to train the dog. It is understood that once the canine unit is terminated or the canine is transferred to another officer the town will no longer provide specialty pay to Officer Jarrod Ballard.

4. If the Canine Handler is called out during his off duty hours for the purpose of using the canine, then he will be compensated pursuant to Florence Personnel Policies and Procedures, section 6.3
5. In consideration for the above, the Canine Handler will, at his own expense, provide a safe compound for the housing and care of the canine, so as to prevent said canine from breeding or unsupervised exposure to people or animals. At minimum, such compound shall provide shade and will generally protect the canine from exposure to the elements. Further, the Canine Handler agrees to comply with the General Order entitled "**Police Canine**" and perform the functions stated therein for the Town of Florence Police Department.
6. Should the Town of Florence elect to discontinue the canine program or decide it is necessary to deactivate the canine, Officer Jarrod Ballard will have a first right of refusal to purchase said canine at its then current fair market value as established by the Town through a market survey, canine trade publications and/or purchase offers received from others.

7. The canine assigned to Officer Jarrod Ballard shall not be bred without written approval from the Town of Florence Town Manager.
8. It is understood and agreed by the parties to this agreement that the canine, Marco, shall at all times during the term of this agreement remain the property of the Town of Florence Police Department.

ACCEPTED AND APPROVED THIS 15th DAY OF August, 2012.

Town of Florence Canine Handler

Town of Florence Police Department

By: J.P.B.

Jarrod Ballard

By: [Signature]

Chief of Police


APPROVED AS TO FORM:

By: [Signature]

Town Attorney

By: [Signature]

Town Manager

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6c.
MEETING DATE: February 16, 2016 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2015 Annual Report from the Greater Florence Chamber of Commerce		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Presentation on the annual report for the Greater Florence Chamber of Commerce.

BACKGROUND/DISCUSSION:

The Greater Florence Chamber of Commerce has provided a written annual report and will present it to the Town Council to fulfill part of the terms outlined in the Professional Services Agreement with the Town of Florence. The agreement identifies services the Greater Florence Chamber of Commerce provides to the Town of Florence to enhance economic activity and support businesses in Florence. The annual report includes the outcomes of projects listed in the scope of work, complete financial reports, an analysis of special events produced by the Chamber, the outcome of membership recruitment and retention efforts, goals and objectives for the following year, and other noteworthy events.

The 2015 Professional Services Agreement includes, but is not limited to, the following services:

1. Present the Chamber Business of the Month and any new business owners, if applicable, at the second Town Council meeting each month.
2. Assist the Town of Florence with business retention and expansion activities.
3. Support Florence businesses by coordinating monthly networking luncheons, ribbon cuttings, and a shop local program.
4. Promote Florence by working with local and regional media, providing information for the Visit Florence website, and maintaining the community calendar of events.
5. Coordination of at least two special events including Casino Night.
6. Managing the downtown information kiosk and the Town's Kiosk Signage Program.
7. Operating the Florence Visitor Center and McFarland State Historic Park.

FINANCIAL IMPACT:

The Greater Florence Chamber of Commerce received \$65,000 from the Town of Florence as compensation for the services provided in the Professional Services Agreement.

STAFF RECOMMENDATION:

None

ATTACHMENTS:

2015 Annual Report from the Greater Florence Chamber of Commerce

Greater Florence Chamber of Commerce

2015 – Annual Report to Town of Florence

OUTCOMES OF EACH GOAL/PROJECT

1. Business Retention and Growth

a) Present Business of the Month Award at Council Meeting

The Chamber presented Business of the Month awards each month at the Council meetings. The Business of the Month awards presented in 2015 were:

January - Florence Copper Project

February - Pinal County Historical Museum

March - Holiday Inn Express & Suites

April - Hospice of the Valley

May - Big Quick's Barbeque

June - American Legion Post #9

July - LB Cantina

August - McDonalds Restaurant @Merrill Ranch

September - Main Street Family Practice

October - Peoples Mortgage

November – Interpolicion

December - Power Tags Titles & More

b) Business Retention and Expansion Program

In 2015 the Chamber created and filled a Membership Marketing Coordinator position which is responsible for marketing to new businesses and assisting current member businesses with their needs. New membership plaques with yearly stickers were ordered and distributed to all Members. The Chamber updated its CRM program to ChamberMaster which includes improved marketing through social media and is more user friendly for the Members' use. The Chamber published a 2016 Membership Directory with 5000 copies for distribution. The Chamber's social media presence has been upgraded via Facebook linked to Twitter and Linked In.

c) Business seminars (at least quarterly)

d) In-House Help for Businesses

In 2015 the Chamber worked in partnership with Jim Rhodes from CAC and SBA to offer business planning services and seminars on relevant business topics. These events were held monthly on the second Thursday of each month. Outside of the monthly seminars, Jim Rhodes worked one-on-one with individuals and new businesses.

2. Marketing

a) Monthly Chamber Luncheon

Monthly luncheons with speakers on local and relevant topics were held each month and open to Members and the public. The luncheon speakers and topics for 2015 were:

January - Florence Hospital - What the Hospital can expect in 2015

February - DES Child Support Division - Development of Guidelines/economic data

March -Town of Florence, Bryan Hughes - Update on the Parks & Recreation Dept.

April -Town of Florence, Lisa Garcia - Home Rule Election

May - Tim Kanavel - Economic Development Pinal County

June - Dave Moltin - SEO (Search Engine Optimization)

July - Frank Pratt / TJ Shope - Pinal County Update

August - Senator Barbara McGuire - State Taxes

September - Florence Copper - Mining in Arizona

October- Town of Florence, Jennifer Evans - Economic Development

November - Jim Rhodes - Small Businesses

December - Robert Jones, Network Together - How to Network

b) Manage Information Kiosk

The Chamber managed the information Kiosk located at 8th Street and Main Street during 2015 until the management of the Kiosk was taken over by the Town due to court rulings on signage laws.

c) Ribbon Cuttings and Ground Breaking events

The Chamber coordinated over 96 ribbon cuttings for new businesses in 2015 and attended the opening of the Florence Community Center.

d) Public education of shopping local

The Chamber, through its newsletter and social media promotes the local businesses throughout the year. During the week after Black Friday the Chamber promoted a shop local Holiday Campaign promoting local businesses as places to shop for Christmas needs.

e) Media coverage to promote local businesses

The Chamber uses social media and a weekly email newsletter to promote local businesses and events. The Chamber has a Facebook page with 743 "Likes" and a Twitter account @GFCC851 with 198 followers. Posts to LinkedIn are also used for marketing. The Chamber also uses print media, the local newspaper and Shoppers for marketing and promotion of the Business of the Month.

f) Support of Town Events

Through email campaigns, newsletters and social media, the Chamber has promoted and/or participated in all Town of Florence events, including: Cinco de Mayo, Home Tour, Special Election, Road to Country Thunder - Battle of the Bands, 4th of July event, Halloween Carnival; and the Main of Lights event. The Chamber is currently serving on the 150th Anniversary Committee.

g) Coordinate and Promote two (2) Annual Special Events

In 2015 the Chamber organized and promoted two Casino Night events and the 1st Annual Chamber Challenge Golf Tournament.

3. Florence Visitor Center

General Operations

Marketing

4. McFarland State Historic Park

General Operations

Marketing

The Chamber was able to staff the Visitor Center and McFarland Park for regular hours throughout the year without reducing hours during the summer. The Florence Visitor Center had 8,915 visitors during 2015. In 2015 the Chamber added rocking chairs and free ice tea and lemonade for the comfort of our visitors.

We partnered with Arizona Workforce to create an "Access Point" at the Visitor Center for job seekers. In addition to searching job openings, the Access Point provides job seekers assistance with resume building, cover letters and interview techniques.

With the shutdown of the Prison Outlet Store by ACI, the Visitor Center is now offering prison made items for sale in the gift shop. Since this change, gift shop sales have increased by over 30% with a 50% increase in sales projected for 2016.

The Visitor Center maintains a website www.visitflorenceaz.com. The website provides information on local attractions, a calendar of events and relocation information including major employers and school information. Links are provided for access to the websites for the Town of Florence, Main Street Program, Chamber of Commerce, Pinal County and the Arizona Office of Tourism.

McFarland Park and the Visitor Center hosted several events in 2015 including Chamber Mixers, a Veterans display, a Christmas play, Home Tour with a band on the deck and a cocktail reception for a tour operator FAM Tour.

5. List "Town of Florence" as a sponsor for all events

6. Membership for "Town of Florence"

The Town of Florence is provided membership with the Chamber and was listed as a sponsor on all major Chamber events, including: two Casino Night events, Parents' Expo, Home & Garden Show, Chamber Challenge golf tournament and the Membership Directory.

FINANCIAL REPORT

The Chamber's Balance Sheet and P&L Statement for 2015 are attached to this report. With the increase in membership during 2015 the Chamber's income has also increased and the Chamber is currently fiscally sound. An overall review of the financial statement shows that net fundraising revenues could be better.

ANALYSIS OF ALL SPECIAL EVENTS

The Winter Casino Night in February was not well attended and lost money. Conflicts arose with the Chamber's choice of sponsors and venue for this event and lessons were learned. The Chamber is working to find another fun event to replace the winter Casino Night.

The Home & Garden Show held March at the High School was not really well attended and marketing to the general public was an issue.

An Artisan Walk was held on the Country Thunder weekend along Main Street which was very well attended and brought people to Historic Downtown Florence.

The Job Fair held in September at the Holiday Inn was a successful event with a decent turn out and many qualified candidates.

The July Casino Night was successful with a good community turnout.

The 1st Annual Chamber Challenge Golf Tournament held in September was a successful event and expected to continue to grow each year. The Wounded Warrior Project was the charity that co-sponsored the event and received a check for \$916.57.

MEMBERSHIP REPORT

The Chamber currently has 239 paid members. Of those paid memberships, 118 are new members who joined in 2015 and 121 are prior members. Membership growth is mainly attributable to the creation of the Membership Marketing Coordinator position to actively market new membership.

GOALS AND OBJECTIVES FOR UPCOMING YEAR

In 2016, the Chamber will continue to focus on the goal of growing membership with increased emphasis on membership satisfaction and retention. Sponsorship opportunities will continue to be available for major events throughout the year. The Chamber will be offering more services and assistance to the businesses as part of their membership package. We will be encouraging the participation and engagement of the members by offering opportunities for members to be involved with committees and event planning. Finally, we will be utilizing local business locations more for the regular Chamber events such as the mixers.

OTHER NOTEWORTHY EVENTS

In 2015 the Chamber implemented a Scholarship Program to provide scholarships to students graduating from the Florence Unified School District. Three \$1,000.00 scholarships were awarded in 2015. To qualify for a scholarship, students must be accepted to attend an accredited college within the United States, complete 16 hours of community service with the Chamber, 10 hours of community service with another local business and submit an essay entitled "The Future of Florence Through My Eyes."

Greater Florence Chamber of Commerce
Profit & Loss
 January through December 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
40000 · Member Income	
40100 · Membership Dues	19,350.00
40200 · New Membership Dues	21,299.85
Total 40000 · Member Income	40,649.85
41000 · Contract Income	
41100 · Town Contract	65,000.00
41200 · Town of Florence-MSI Kiosk mo.	4,120.00
Total 41000 · Contract Income	69,120.00
42000 · Fundraising - Casino Night	
42100 · Casino Night Tickets	7,269.14
42300 · Casino Night Sponsors	5,350.00
42400 · Casino Night Cash Bar sales	1,224.00
42600 · 50/50 Casino Night	156.00
42800 · Chips Sales for Casino Night	449.00
Total 42000 · Fundraising - Casino Night	14,448.14
43000 · Other Source Income	
43300 · McFarland Donations	2,333.53
43500 · Other/Misc Income	70.00
43600 · Gift Shop Sales	
43610 · Gift shop CC	4,607.86
43620 · Gift Shop cash	5,172.36
Total 43600 · Gift Shop Sales	9,780.22
43630 · Artisen & Craft Walk	
43631 · Artisan Banner donation	120.00
43630 · Artisen & Craft Walk - Other	420.00
Total 43630 · Artisen & Craft Walk	540.00
Total 43000 · Other Source Income	12,723.75
43999 · Member Events	
40300 · Member Luncheon	4,043.50
40400 · Mixer Bar	2,193.50
40450 · 50/50 Cash	174.00
40601 · Chamber Monthly Breakfast	48.00
40800 · Member Workshops	5.00
40950 · Annual Banquet	45.00
Total 43999 · Member Events	6,509.00

Greater Florence Chamber of Commerce
Profit & Loss
January through December 2015

	Jan - Dec 15
44000 · Sponsorship	
44100 · Rocking Chair Sponsorship	1,350.00
44300 · Chamber Sponsorship	450.00
44400 · Chamber Workshops	33.00
44500 · Home & Garden Show - Vendor	2,242.00
44600 · Membership Directory	20,025.00
44800 · Family Expo - Vendor	200.00
44000 · Sponsorship - Other	505.00
Total 44000 · Sponsorship	24,805.00
44700 · Career Fair	230.00
45000 · Golf Fundraising	
404401 · 50/50 Golf Tournament	760.00
45100 · Golf Green Fee Tickets	3,575.00
45200 · Golf Sponsorships	2,300.00
Total 45000 · Golf Fundraising	6,635.00
Total Income	175,120.74
Cost of Goods Sold	
50000 · Cost of Goods Sold	
65100 · Gift Shop Purchases	2,490.96
65110 · Consignment Purchases	1,011.40
65120 · Vendor Purchases	2,710.65
65130 · Retail Purchases	16.55
65135 · Sales Tax	707.73
50000 · Cost of Goods Sold - Other	502.25
Total 50000 · Cost of Goods Sold	7,439.54
Total COGS	7,439.54
Gross Profit	167,681.20
Expense	
60000 · Member Event Expenses	
60300 · Monthly Luncheon	3,906.77
60400 · Mixer Expenses	963.82
60500 · Networking/Monthly event	200.74
60710 · Workshop	16.68
60000 · Member Event Expenses - Other	77.00
Total 60000 · Member Event Expenses	5,165.01
60700 · Business of the Month Plaque	386.11

Greater Florence Chamber of Commerce
Profit & Loss
January through December 2015

	Jan - Dec 15
62000 · Fundraising Expenses	
62100 · Casino Night Expenses	13,632.04
62000 · Fundraising Expenses - Other	102.00
Total 62000 · Fundraising Expenses	13,734.04
65000 · Operating Expenses	
62500 · Scholarship Distribution	3,000.00
65005 · Administrative Expenses	
65045 · Meal	39.70
65005 · Administrative Expenses - Other	161.90
Total 65005 · Administrative Expenses	201.60
65010 · Advertise/Mkting/Website	
65011 · Chamber Nation Platform	2,389.42
65013 · ChamberMaster Platform	1,538.00
65017 · Artisan Walk Expense	136.46
65021 · Membership Plaques	2,865.00
65022 · Rocking Chair	593.86
65023 · Membership Directory	4,102.08
65010 · Advertise/Mkting/Website - Other	2,892.80
Total 65010 · Advertise/Mkting/Website	14,517.62
65012 · Florence Leads	61.96
65015 · Bank Fees	
65018 · Gift Shop Bank Fees	46.83
65019 · Merchant Fees	922.56
65015 · Bank Fees - Other	64.21
Total 65015 · Bank Fees	1,033.60
65020 · Director Expenses	1,288.31
65025 · Insurance	
65026 · Insurance - Liability	1,694.69
Total 65025 · Insurance	1,694.69
65030 · Leased Equipment	190.75
65035 · Membership Expense- Refund	275.00
65040 · Office Expenses	4,297.07
65050 · Visitor Center Expense	
65060 · McFarland State Park	504.76
Total 65050 · Visitor Center Expense	504.76

Greater Florence Chamber of Commerce
Profit & Loss
 January through December 2015


	Jan - Dec 15
65075 · Payroll Expense	
65076 · Payroll Taxes	8,391.67
65077 · Salaries and Wage Expense	93,663.64
Total 65075 · Payroll Expense	102,055.31
65080 · Postage	351.67
65090 · Professional Fees-CPA	1,772.00
65222 · Transfer to Checking	0.00
65500 · Utilities	
65576 · Utilities - Electric	5,258.00
Total 65500 · Utilities	5,258.00
66900 · Reconciliation Discrepancies	-81.30
65000 · Operating Expenses - Other	5.42
Total 65000 · Operating Expenses	136,426.46
65150 · Home Garden & Health Expo	506.88
65200 · Golf Tournament -expenses	3,914.30
Total Expense	160,132.80
Net Ordinary Income	7,548.40
Other Income/Expense	
Other Income	
80000 · Interest Income	21.07
Total Other Income	21.07
Net Other Income	21.07
Net Income	7,569.47

Greater Florence Chamber of Commerce
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Voided check	0.01
10100 · Cash on Hand	106.50
10300 · National Bank of Arizona	2,539.50
10350 · PCCU - 91448 - Gen. Funds	2,235.34
10500 · Savings in PFCU - McFarland	13,649.51
10600 · PCFCU - Town Contract	41,269.20
10700 · National Bank - Gift Shop	4,915.16
10750 · PCCU-Gift Shop	1,000.00
Total Checking/Savings	65,715.22
Accounts Receivable	
12000 · Accounts Receivable	-350.00
Total Accounts Receivable	-350.00
Total Current Assets	65,365.22
Fixed Assets	
17000 · Furniture Fixtures & Equipment	10,255.97
17100 · Accumulated Depreciation	-8,456.04
Total Fixed Assets	1,799.93
TOTAL ASSETS	<u><u>67,165.15</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1-201 · payroll tax payable	83.26
223 · Merchant Highway Sign Fund Pay	2,450.00
Total Accounts Payable	2,533.26
Other Current Liabilities	
24000 · Unemployment Taxes Payable	-207.30
25000 · Payroll Liabilities	3,639.91
25050 · Employee Fund TeleDoc	18.00
26000 · Scholarship Funds	6,000.00
Total Other Current Liabilities	9,450.61
Total Current Liabilities	11,983.87
Total Liabilities	11,983.87

Greater Florence Chamber of Commerce
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
Equity	
30000 · Retained Earnings reserves	22,866.04
30100 · Unrestrict (retained earnings)	24,845.77
Net Income	<u>7,469.47</u>
Total Equity	<u>55,181.28</u>
TOTAL LIABILITIES & EQUITY	<u><u>67,165.15</u></u>

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: February 16, 2016 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: Approval to enter into a Vehicular Field Training Agreement with the Arizona Academy of Emergency Services.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to enter into a Vehicular Training Agreement between the Town of Florence Fire Department (Fire Department) and the Arizona Academy for Emergency Services (AZ ACADEMY) to provide education and training of students to become certified emergency medical technicians/paramedic ("CEP") by the Arizona Department of Health Services.

BACKGROUND/DISCUSSION:

AZ ACADEMY has the ability and resources to provide the necessary classroom education and clinical experiences for the students to receive their CEP certification. The Fire Department has the ability and resources to provide vehicular field and experience necessary for students to receive their emergency medical technician/paramedic certification.

Benefit to Fire Department: In exchange for on-going vehicular training provided by the Fire Department for AZ ACADEMY students, AZ ACADEMY agrees to provide free of charge to the Fire Department, one paramedic student slot per year, including all costs for books and tuition.

FINANCIAL IMPACT:

Financial Remuneration. No financial remuneration shall be made to either party by the other for students being accepted. The clinical activities of the student shall not be for the purpose of supplanting the services of regular paid employees of the Fire Department.

STAFF RECOMMENDATION:

Staff recommends the Town Council approve the Vehicular Training Agreement between the Town of Florence Fire Department and the Arizona Academy for Emergency Services.

ATTACHMENTS:

Vehicular Training Agreement

AZ ACADEMY OF EMERGENCY SERVICES VEHICULAR FIELD TRAINING AGREEMENT

This agreement ("Agreement") is entered into between the Town of Florence ("TOWN OF FLORENCE FIRE DEPARTMENT" or "TFFD") and AZ ACADEMY OF EMERGENCY SERVICES ("AZ ACADEMY"). TFFD and AZ Academy may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

RECITALS

1. The Parties wish to cooperate in providing instruction for the education and training of students to become certified emergency medical technicians/paramedic ("CEP") by the Arizona Department of Health Services ("ADHS").
2. AZ ACADEMY has the ability and resources to provide the necessary classroom education and clinical experiences for the students to receive their CEP certification. TFFD has the ability and resources to provide vehicular field and experience necessary for students to receive their emergency medical technician/paramedic certification, ("Training").

AGREEMENT

Therefore, the Parties agree as follows:

1. **Term.** This Agreement shall be effective as of December 1st, 2015 through November 1st, 2021, but may be terminated by either party with ninety (90) days prior written notice. In the event that notice of termination is given, the termination shall not be effective until all those students then participating in the Training have completed the Training except as provided in Paragraph 15 of this Agreement. TFFD may terminate this Agreement or any part thereof for its sole convenience, at any time without penalty or recourse.
2. **Medical Director.** AZ ACADEMY agrees to provide a qualified physician to serve as Medical Director for the Training. The Medical Director shall have complete medical control over the performance of this Agreement.
3. **Program Director.** AZ ACADEMY agrees to provide a Program Director who will be additionally responsible for Training.
4. **Clinical Coordinator.** AZ ACADEMY agrees to provide a coordinator who will be directly responsible for scheduling and student issues related to the Training. The Program Director and Clinical Coordinator may be the same person.

5. Instruction. AZ ACADEMY agrees to provide all classroom instruction and clinical experience necessary for students to qualify for CEP certification issued by ADHS. In exchange for on-going vehicular training provided by TFFD for AZ ACADEMY students, AZ ACADEMY agrees to provide free of charge to TFFD, one paramedic student slot per year, including all costs for books and tuition. The Training provided by AZ ACADEMY shall be of such quality to satisfy professional standards of the program as set forth in Arizona Administrative Code R9-25-308 as authorized by Arizona Revised Statutes §§36-2202 (A)(3) and (A)(4) and 36-2204 (1) and (3) and by ADHS.

6. Confidential Information. AZ ACADEMY retains all copyrights, ownership and exclusive use of the Confidential Information used in the Training. TFFD agrees not to copy or use the Confidential Information for any purpose other than for Training. Confidential information shall include all instruction material, trade secrets and any techniques of instruction used by AZ ACADEMY for Training. Notwithstanding the foregoing, AZ Academy agrees that TFFD is obligated to abide by all public information laws and Confidential Information may be inspected by, disclosed to, or released to the public and shall become a matter of public record.

7. Supervision. Students assigned to vehicular training shall each be under the supervision of a preceptor who meets state preceptor requirements and will be provided by TFFD and approved by AZ ACADEMY. On Occasion, AZ ACADEMY may provide an additional preceptor for evaluation purposes. Prior arrangements will be made with TFFD.

8. Scheduling. Schedules for students participating in vehicular time will be forwarded by AZ ACADEMY to TFFD for review. Upon review and approval schedules will be returned to the appropriate contact at AZ Academy.

9. Attire. Students will wear proper attire as defined below:
-Appropriate EMS Pants or Slacks
-Work or other durable shoes (no sneakers)
-Any durable shirt or sweatshirt with appropriate lettering identifying individual as CEP student with AZ ACADEMY.

10. Personal Protective Equipment (PPE). TFFD will provide students with appropriate disposable emergency medical service PPE with the exception of approved NIOSH particulate respirator. All PPE must be inspected by TFFD.

11. Vehicular Ride Time. Maximum ride time per assigned vehicle for a student, unless special conditions exist or permission from TFFD is obtained, will be 12 (twelve) consecutive hours. Twelve (12) hour time slots may be scheduled during the following time periods, Sunday-Saturday 0800-2000 HOURS. Assigned students shall arrive no later than fifteen (15) minutes prior to assigned shift.

12. Emergency Services. While participating in vehicular training, students shall be permitted to perform only those emergency medical services that comply with ADHS rules relating to CEP Training. Ultimate responsibility for patient care, however, shall always

rest with TFFD personnel.

13. **Financial Remuneration.** No financial remuneration shall be made to either party by the other for students being precepted. The clinical activities of the student shall not be for the purpose of supplanting the services of regular paid employees of TFFD.

14. **Agency Policies.** Students shall be required to comply with all applicable policies and regulations of TFFD while traveling with TFFD personnel, under TFFD supervision.

15. **Removal.** Either TFFD or AZ ACADEMY, in their sole discretion, shall have the right to remove any student from the Training.

16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Training specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

17. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principals thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be maintained in the Superior Court of Arizona in and for Pinal County.

18. **Modifications.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

19. **Assignment.** Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of TFFD and AZ Academy.

20. **Successors and Assigns.** This Agreement shall extend to and be binding upon AZ Academy, its successors and assigns, including any individual, company, partnership or other entity with or into which AZ Academy shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which AZ Academy shall sell its assets.

21. **AZ Academy's records** (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by TFFD to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by TFFD's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the AZ Academy or any of his payees pursuant to the execution of the this Agreement. TFFD's authorized representative shall be afforded access, at reasonable times and places, to all of AZ Academy's records and personnel pursuant to the provisions of this section throughout the term of this Agreement and for a period of three years after the completion of the Agreement.

21.1 AZ Academy shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between AZ Academy and such subcontractors, insurance agents, and material suppliers.

22. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

23. Independent Contractor.

23.1 The services AZ Academy provides under the terms of this Agreement to TFFD are that of an Independent Contractor, not an employee, or agent of the Town of Florence. TFFD will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

23.2 TFFD shall not withhold income tax as a deduction from contractual payments. As a result of this, AZ Academy may be subject to I.R.S. provisions for payment of estimated income tax. AZ Academy is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

24. Conflict of Interest. TFFD may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of TFFD's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from TFFD is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. § 38- 511).

25. Compliance with Federal and State Laws.

25.1 Az Academy understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

25.2 Under the provisions of A. R. S. § 41-4401, AZ Academy hereby warrants to TFFD that AZ Academy and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

25.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject AZ Academy to penalties up to and including termination of this Agreement at the sole discretion of TFFD.

25.4 TFFD retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. AZ Academy agrees to assist TFFD in regard to any such inspections.

25.5 TFFD may, at its sole discretion, conduct random verification of the employment records of AZ Academy and any subcontractors to ensure compliance with Contractor's Immigration Warranty. AZ Academy agrees to assist TFFD in regard to any random verifications performed.

25.6 Neither AZ Academy nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if AZ Academy or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

25.7 The provisions of this Section must be included in any contract that AZ Academy enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

25.8 The provisions of this Section 25 must be included in any contract the AZ Academy enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract.

26. Notices. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

AZ Academy
1833 W Main St. Ste 105
Mesa, AZ 85201

Town of Florence
Town Manager
Fire Chief
PO Box 2670
Florence, AZ 85132

27. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

28. Taxes. Az Academy shall be solely responsible for any and all tax obligations which may result out of AZ Academy's performance of this Agreement. TTFD shall have no obligation to pay any amounts for taxes, of any type, incurred by AZ Academy.

29. Advertising. No advertising or publicity concerning the TTFD using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the TTFD Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

30. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile.

31. Indemnification.

31.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

31.2 Az Academy shall at all times indemnify, keep indemnified, defend and save harmless the Town of Florence and any of its Mayor, Councilmembers, agents, officials, officers, representatives and employees from any and all claims, demands, suits, actions, proceedings, loss, cost and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by TTFD on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of AZ Academy, its employees, agents, representatives, or subcontractor's their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Worker's Compensation Claims, Unemployment Compensation Claims, or Unemployment Disability Compensation Claims of employees of AZ

Academy or its subcontractors or claims under similar laws or obligations.

31.3 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

31.4 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

31.5 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

31.6 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

31.7 The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

32. INSURANCE

32.1 General. AZ Academy agrees to comply with all Town of Florence ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of AZ Academy, AZ Academy shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town of Florence. Failure to maintain insurance as specified may result in termination of this Agreement at the Town of Florence's option.

32.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Town of Florence does not represent that coverage and limits will

be adequate to protect AZ Academy. The Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve AZ Academy from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

32.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Agreement.

32.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to the Town of Florence. AZ Academy shall be solely responsible for any such deductible or self-insured retention amount. The Town of Florence, at its option, may require AZ Academy to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

33. Evidence of Insurance. Prior to commencing any work or services under this Agreement, AZ Academy shall furnish the Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by AZ Academy's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

34. Required Coverage.

34.1 Commercial General Liability. AZ Academy shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope than underlying.

34.2 Worker's Compensation Insurance. AZ Academy shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AZ Academy's employees engaged in the performance of work or services under this Agreement and shall also maintain

Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

34.3 TFFD reserves the right to amend the requirements herein at any time during the Agreement subject to at least 5 days written notice. The AZ Academy shall require any and all subcontractors to maintain insurance as required herein naming the Town of Florence and AZ Academy as "Additional Insured" on all insurance policies, except Workers Compensation, and this shall be reflected on the certificate of insurance and endorsements. The AZ Academy's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by AZ Academy shall not be limited to the liability assumed under the Indemnification provision of the Agreement. To the extent permitted by law, AZ Academy waives all rights of subrogation or similar rights against the Town of Florence, its Mayor and Councilmembers, officials, agents, representatives, officers and employees. All insurance policies, except Workers Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town of Florence, its Mayor and Councilmembers, officials, agents, representatives, officers and employees as "Additional Insured". The Town Florence reserves the right to obtain complete copies of all insurance policies and endorsements required by this Agreement at any time.

35. Wavier. None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written wavier signed by an authorized officer of such party and delivered to the other party.

36. Survival. All warranties, representations and indemnification by AZ Academy shall survive the completion, expiration or termination of this Agreement.

37. Licenses. AZ Academy shall maintain in current status all Federal, State and local licenses and permits required for all provisions of training and operation of the business conducted by AZ Academy. Az Academy shall without additional expense to TFFD, be responsible for obtaining any necessary licenses and permits for Training.

38. Construction. The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be 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, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this agreements shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

39. Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

TOWN OF FLORENCE

Tom J. Rankin, Mayor

Date

ATTEST:


Lisa Garcia, Town Clerk

APPROVED AS TO FORM:



Clifford L. Mattice, Town Attorney


AZ ACADEMY OF EMERGENCY SERVICES



Signature
Andrew Johnston, BS, NRP, CEP
Dean of Operations

1/29/16

Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: February 16, 2016 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Pinal County Mounted Posse's Special Event Liquor License Application		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Approval of the Pinal County Mounted Posse's Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control for The Road to Country Thunder Event to be held on April 2, 2016, from 2:00 pm to 11:00 pm.

BACKGROUND/DISCUSSION:

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of 10 days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor Licenses and Control. The check for \$25 will be forwarded to the Arizona Department of Liquor Licenses and Control upon Council's approval.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Pinal County Mounted Posse's Special Event Liquor License application for The Road to Country Thunder event on April 2, 2016.

ATTACHMENTS:

Application



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: PINAL COUNTY MOUNTED POSSE

SECTION 2 Non-Profit/IRS Tax Exempt Number: 80-0768130

SECTION 3 The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☐ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: MAIN ST. FLORENCE AZ.

Address of Location: MAIN ST. FLORENCE AZ. PINAL AZ. 85132
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Williams TERRY 1-18-50
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 1889 FLORENCE AZ. 85132
Street City State Zip

3. Applicant's home/cell phone: 831 210-0204 Applicant's business phone: () SAME

4. Applicant's email address: _____

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name PINAL COUNTY MOUNTED POSSE Percentage: 25%

Address P.O. Box 1128 FLORENCE AZ. 85132

Name KOKOPELLI MOON SALOON #06110069 Percentage: 75%

Address 255 N. MAIN ST. FLORENCE AZ. 85132

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police _____ Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: THE TOWN OF FLORENCE POLICE DEPT. IN CONJUNCTION WITH
PARKS AND RECREATION DEPT WILL BE MAINTAINING SECURITY AS
WELL AS PLACING FENCES /BARRIERS AS PER EVENT MAP ATTACHED

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

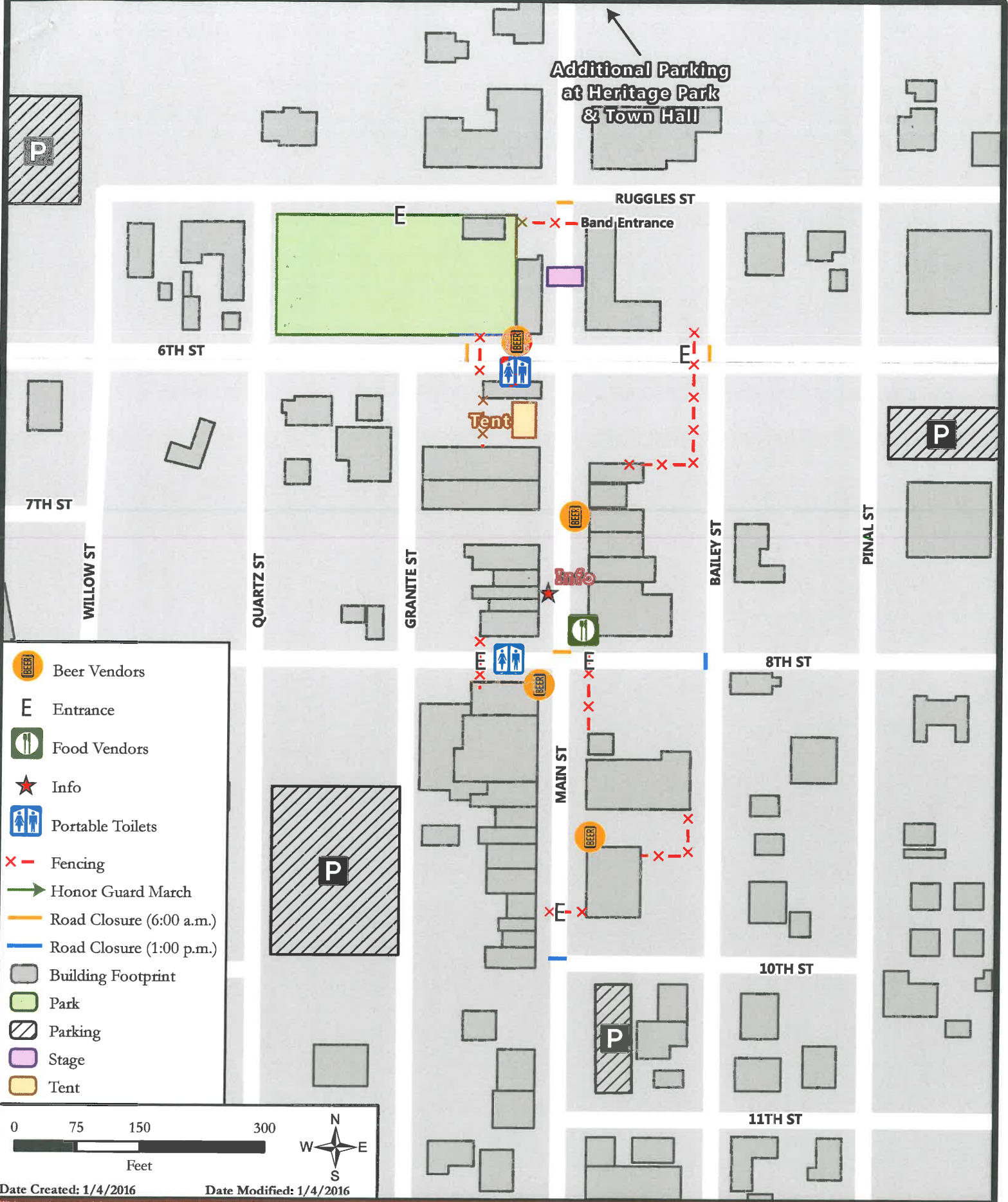
PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>04-02-16</u>	<u>SATURDAY</u>	<u>11:00</u>	<u>10:00</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

SEE ATTACHED STREET MAP. THERE ARE FOUR
SERVING AREAS PER LEGEND ON LEFT SIDE
OF MAP.

N↑



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2016-2

Road to Country Thunder Saturday April 2, 2016 2:00 PM to 11:00 PM



Town of Florence

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.


I, (Print Full Name) JERRY WILLIAMS declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Jerry Williams Signature Title/ Position PRESIDENT Date 2-8-16 Phone Number 831-210-0204

The foregoing instrument was acknowledged before me this 9 Day 2 Month 2016 Year

State Arizona County of Pinal

My Commission Expires on: 7-4-16 Date

 Stephanie Lamas Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.


I, (Print Full Name) JERRY WILLIAMS declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Jerry Williams Signature Title/ Position PRESIDENT Date 2-8-16 Phone Number 831-210-0204

The foregoing instrument was acknowledged before me this 9 Day 2 Month 2016 Year

State Arizona County of Pinal

My Commission Expires on: 7-4-16 Date

 Stephanie Lamas Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature _____ Date _____ Phone _____

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JANUARY 4, 2016, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments.

PRESENTATIONS AND PUBLIC HEARING

Presentation by County Manager Gregory Stanley on economic development in Pinal County 2015 in Review.

Mr. Gregory Stanley, Pinal County Manager, stated that Florence is the Pinal County Seat and it is important for Pinal County to assist with economic development to help Florence succeed.

Mr. Stanley introduced Mr. Travis Ashbaugh, Pinal County Senior Transportation Planner, and Ms. Stephanie Maack, Executive Assistant. He said Mr. Ashbabugh is assisting Mr. Tim Kanavel, Pinal County Economic Development Program Manager, with regards to economic development.

Mr. Stanley presented the following:

- Wants Pinal County to be a place where people want to work, live and play
- Estimated population is 406,625
- -3rd most populated county in Arizona with 1.78% growth rate
- Current workforce is 155,325
 - Approximately 78,000 of the workforce works in Maricopa County
 - Has impact on Pinal County's transportation system
 - Goal is to get that workforce to work in Pinal County
- Unemployment rate as of December 16, 2015 is 6%
- Unemployment rate in September 2008 was 13.2%
- Major assets
 - Aggressive and pro-economic development - "can do" leadership
 - Pinal County Board of Supervisors kicked off a strategic planning process a couple of years ago and it was an update to the existing Strategic Plan
 - Focus is how to get economic development and quality jobs in Pinal County.
 - Interstate-10 (I-10), Interstate-8 (I-8), (Interstate-11 (I-11) in federal legislation)
 - Union Pacific Railroad
 - Main southern U.S. line from Los Angeles to Texas runs through Pinal County
 - 8 rail-served industrial parks along I-8 and I-10
 - Pinal Airpark
 - Close proximity to Tucson International, Sky Harbor and Phoenix Gateway airports
 - WAATs, DOD, Military Parachute School, Apache Helicopters, Arizona Army National Guard
- 850,000 skilled, available, regional workforce within a 50 mile radius of the intersection I-10 and I-8 connection
- Pinal County is in the heart of the Sun Corridor
- Land is available and inexpensive
- Robust electrical power grid (Arizona Public Services, Salt River Project, etc.)
- Robust natural gas infrastructure
- Internal and external strategies
 - Pinal County has a Strategic Plan (five year plan for each department within the County)
 - Targeted business/job sectors: aerospace & defense, manufacturing, transportation & logistics, natural and renewable resources, health services
 - County departmental changes (combining of departments in order to streamline)
 - A member of Sun Corridor, Inc.
 - Member of MAG

- Assists in leverage of dollars into Pinal County
- Member of the Arizona Mexico Commission
- Partnership with City of Phoenix Foreign Trade Zone 75
 - Operates as a utility
 - Huge benefit to bring people into Pinal County
 - Do not have to pay duties and tariffs if they import/export through that facility
 - Arizona has reduced personal and property tax if they qualify and belong to the foreign trade zone
 - Members of foreign trade zone
 - Abbott Labs in Casa Grande
 - Tractor Supply Distribution Center
- Worked to establish better relationships with Pima County
- Dissolved WIB with Gila County – July 1, 2015
- Working with Pima County on various Sun Corridor issues
 - I -11, Union Pacific Classification Yard, Pinal Airpark, workforce development
- Studies
 - Planning Assistance for Rural Areas (PARA) Transportation Study (ADOT)
 - San Tan Valley Land Use/Economic
 - Development Study
 - Pinal Airpark Master Plan Study (ADOT)
 - County-wide Workforce Skills Assessment Study (completed December 15, 2014)
 - Copper Corridor Broadband Infrastructure Study
 - Houston Industrial Park Improvement District Study
- Proposed and development business programs
 - Expedited permitting
 - Business Assistance Program, Tourism Grants Program
 - Veteran's Business Assistance Program (economic gardening)
 - Our leadership, many assets, studies, new business assistance programs, internal and external relationships and departmental changes all enhance the County's ability to attract many significant projects locating throughout Pinal County
- Resolution Copper Mine
 - Copper/precious metals mine
 - Will be largest underground copper mine in US – robotic miners
 - Deepest mine shaft in North America at 6973 feet
 - Estimated \$10 Billion capital investment
 - Estimated 60 year life cycle
 - 2000 FTEs - direct and 1500 estimated indirect

- Located in unincorporated Pinal County near Superior
- Currently 250 FTEs doing preliminary work
- Federal Land Exchange was passed in December 2014
- Three to seven years out to proposed mining operations begin
- San Carlos Apache Sky Casino
 - Casino hotel/golf resort
 - Twin to Apache Gold Casino in Globe
 - \$24 Million in capital investment
 - 350 - 400 FTEs
 - Located in unincorporated Pinal County on San Carlos
 - Apache Tribal Reservation land in eastern Pinal County
 - On 75 acres
 - Construction to start in late 2016
- Inland Port Arizona – IPAZ
 - 11,000 + acres of former City of Mesa property on State Route 87
 - Located on the Union Pacific's Phoenix rail line
 - 1600 acres industrial, multi-modal rail/truck
 - Balance is mostly agriculture
 - Estimated 5000 FTEs
 - Annexed by Coolidge
 - In secondary planning stages
- Phoenix Mart
 - Currently under permitting process - some construction
 - Global product sourcing center
 - EB-5 Visa program/ACA
 - 1.6 million square feet under one roof with 4 million square feet of support facilities
 - 585 acre site in the City of Casa Grande
 - Estimated 4000+ direct FTEs/3500 indirect employees
- Tractor Supply Company
 - Began formal delivery operations on December 21, 2015
 - Southwestern US Distribution Center
 - 675,000 square foot (sf) warehouse (estimated)
 - Expansion possible for additional 300,000 sf
 - \$91 million in capital investment (estimated)
 - 175-250 FTEs (estimated)
 - Located in Southwest Casa Grande on Thornton Road and I-8
 - Applied for and received FTZ 75 designation

- Union Pacific Red Rock
 - Rail classification yard – “Hump Yard”
 - 950 acres located along I-10 southeast of Picacho Peak north of Park Link Road
 - \$300 million capital investment
 - 250-300 FTEs
 - Located in unincorporated Pinal County
 - Awaiting State Land Department approval for auction
- Case New Holland
 - R&D farm equipment facility (currently under construction)
 - CNH is a subsidiary of Fiat Manufacturing-the world’s largest heavy equipment manufacturer
 - 25 Technicians/engineers/mechanics
 - Located in unincorporated Pinal County at southeast corner of Curry and Randolph Roads
 - Completion in early 2016
- Urgent Care Extra
 - In full operation
 - \$5 million in capital investment
 - Located at the northeast corner of Gary and Empire Roads
 - One of two sites in San Tan Valley area
 - Company has locations in Phoenix, Tucson and Nevada
- Sheffield Lubricants
 - 80% completed
 - Industrial lubricants, greases and oils manufacturing
 - \$9 million in capitalization costs
 - 35 FTEs
 - Located in Casa Grande near TSC on UP rail
 - Canada/Colorado company
 - Uses oils from Jiffy Lube, Walmart, Sears, etc.
- Miscellaneous projects
 - AZ Zipline Tours in Oracle (January 2016)
 - Hunt Highway completion - San Tan Valley
 - Copper Filtering facility – Northeast Pinal County
 - Countywide Tourism program begins FY 2015-2016
 - Expansion of the ASARCO-Ray Mine near Kearny
 - 600,000 sf manufacturing plant in Casa Grande
 - New copper mine near Mammoth
 - 3.5 mile road course race track on I-8

- Green waste to energy project in West Casa Grande
- Bio Gas facility in Western Pinal Count
- Proposed hotel project in northern Pinal County
- Pinal County's valued partners
 - ADOT
 - Arizona Commerce Authority
 - Maricopa County
 - Pima County
 - Central Arizona College
 - Sun Corridor, Inc.
 - Greater Phoenix Economic Council
 - Access Arizona
 - MAG, CAG, PAG
 - Copper Corridor Economic Development Coalition
 - APS, SRP, TRICO, TEP, SCIP, SW Gas
- Planned for 2016
 - Road improvements: Ironwood Safety Program, Phase III Hunt Highway, Gantzel extension to Hunt
 - Pinal Air Park
 - County land sales (approximately 100 parcels)
 - Home Depot in San Tan Valley
 - Tourism
 - County Workforce
 - Red Rock/Union Pacific
 - Sun Corridor
 - ADOT does not have funding to build it
 - Will jump start growth if regional roads are completed
 - Considering ½ cent sales tax for 20 years
 - Passenger Rail Study
 - Need to look at options to get components of it completed

Mr. Brent Billingsly, Town Manager, thanked Mr. Stanley for what Pinal County does for the Town and said the Town will continue to work with Pinal County. He said that he has had a lot of success in working with Mr. Stanley on various projects and studies.

Presentation by Jamie White, Town GIS Coordinator, on the development of new Geographic Information System webpage tools for the use and benefit of internal and external customers.

Mr. Jaime White, Town GIS Coordinator, presented on the new Geographic Information System (GIS) webpage tool. He explained what GIS is and how it is used.

Mr. White stated that the Community Development planners had requested a web based tool to help obtain information on zoning and General Plan designations. In early 2015, the development of a web tool began and in July 2015, a preliminary tool was presented for review to the Community Development members. In August 2015, adjustments were made and Town employees were asked for input. The final changes were completed in late September and on November 18, 2015. The tool was presented to local Pinal County GIS professionals.

Mr. White presented the tool to the Council and provided a short tutorial of how the web tool works. He said that the Town of Florence zoning application is the first map you see when you open the web tool. Some of the navigation tools that can be used include address search, parcel search, survey location and the ability to click on the map to retrieve information for a specific parcel. There is also a link to the Pinal County Assessor's website. The tool was also expanded to include a General Plan search.

Mr. White said that the tool will be beneficial to developers who will now have instant access to information that they previously had to call for. The current tools available include a zoning search, general plan search, general address search and floodplain search.

Councilmember Anderson stated that he reviewed the tool in August and feels it is a great tool for the citizens of Florence. He stated the tool will help build the community.

Mayor Rankin inquired if Community Development has coordinated with Maricopa Association of Governments (MAG) and Central Arizona Association of Governments (CAG).

Mr. White stated that they have met with MAG and the MAG staff has shown the Town's staff what they provide as well as offered their assistance. He said the next step will be to provide the tool to MAG; they have yet to coordinate with CAG.

Mr. Billingsley stated that GIS is a relational data base and is more than maps and a map making tool. He said there are tremendous opportunities for relational database tools to assist Fire, Police and other departments as well as the citizens and Council.

Mayor Rankin inquired as to what the plans were for updates.

Mr. White stated that the data itself is based on the live data stored on the internal servers and is always up-to-date providing that the information on the internal servers are updated. .

Public Hearing on Resolution No. 1568-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1568-15 by title only.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, PROPOSING A ONE-TIME SPECIFIC AMOUNT IN EXCESS OF THE STATE-IMPOSED EXPENDITURE LIMITATION AND SETTING A SPECIAL ELECTION FOR MAY 17, 2016.

Ms. Garcia stated the first public hearing was held on December 21, 2015 and this is the second public hearing. She said immediately following the public hearing the Council will adjourn into a Special Meeting, at which time Council will have an opportunity to vote on the item and a roll call vote is required. She said if the item passes by five members voting in favor of the item, a publication will be prepared for next week's local newspaper. She said this is pursuant to Arizona State Statutes and in accordance of having a special election for a one time specific amount over the expenditure limitation. The Town of Florence's one time specific amount over the expenditure limitation is \$15 million, which is the same amount that the Town proposed in the last election that was successful. There is also the stipulation included that the Town of Florence will not exceed the prior year's budget.

Mayor Rankin opened the public hearing.

Mayor Rankin stepped of the podium and spoke as a private citizen. He said it is important to have the election pass in order to keep up the work that is being done for the Town. He believes that what was accomplished last year is an improvement to the community. He said the Town lives within its means and has taken care of what needed to be taken care of. The Town has two other elections coming up this year and the Council and staff need to talk to the public and get the word out to support the Town. He asked the citizens to take a look at the library and aquatics center and see what the Town has been able to accomplish.

Mr. Rankin said there are other projects that are planned for as well. He said as a member of the public, he asked Council to get the word out so that they can have another successful election and have the money to continue with what the Town is doing. He said it would be nice if the home rule would pass. The Town is very fortunate to have great department heads that have stayed within their budgets and have presented ideas on how the Town can move forward.

Ms. Garcia stated that Council is required to provide an argument for the proposition. The argument was drafted and provided to Council for consideration and was reviewed at the last Council meeting. The proposition will be Proposition 408. She asked Council to forward their comments or requested changes to her.

Mr. Jim Tchida, Florence Resident, stated that the Council has done a tremendous job in providing amenities for its residents, and needs to continue to do so. Florence has a tremendous workforce; however, the workforce has chosen not to live in Florence. He

said there are approximately 5,000 people who commute to Florence on a daily basis. He emphasized that Florence needs to be a community in which people want to live. He said it is important to spend funds on amenities. He said he is in support of adoption of Resolution No. 1568-15.

Mayor Rankin closed the public hearing.

ADJOURN TO A SPECIAL MEETING

On motion of Councilmember Woolridge, seconded by Councilmember Guilin, and carried to adjourn to a Special Meeting.

Resolution No. 1568-15:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1568-15 by title only.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, PROPOSING A ONE-TIME SPECIFIC AMOUNT IN EXCESS OF THE STATE-IMPOSED EXPENDITURE LIMITATION AND SETTING A SPECIAL ELECTION FOR MAY 17, 2016.

On motion of Councilmember Woolridge, seconded by Councilmember Guilin to adopt Resolution No. 1568-15.

Roll Call Vote:

Councilmember Woolridge: Yes
Councilmember Guilin: Yes
Councilmember Hawkins: Yes
Councilmember Wall: Yes
Councilmember Anderson: Yes
Vice-Mayor Walter: Yes
Mayor Rankin: Yes

Motion passed: Yes: 7; No: 0

ADJOURN FROM A SPECIAL MEETING

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn from a Special Meeting.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Approval of an application and to accept funds, if awarded, from the Assistance to Firefighters Grant Program to pay for EMT-Paramedic training for firefighters.

Approval of Change Order No. 1 with Kimbrell Electric, Inc., for installation of a new traffic signal at Fire Station No. 2, located at 2035 N. Hunt Highway, increasing the contract price by \$1,820.84, to \$200,902.46.

Approval of an application to the Arizona Department of Liquor License and Control for a Special Event License for the Assumption of Blessed Virgin Mary Parish, to hold a festival on February 13, 2016, from 9 a.m. to 4:30 p.m.

Approval of accepting the register of demands ending November 30, 2015, in the amount of \$1,926,682.61.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written, with the exception of item 9b.

9b. Approval of Change Order No. 1 with Kimbrell Electric, Inc., for installation of a new traffic signal at Fire Station No. 2, located at 2035 N. Hunt Highway, increasing the contract price by \$1,820.84, to \$200,902.46.

Councilmember Anderson stated that the change orders are continuing. He inquired what caused the increase of the contract price and why was there no contingency in place for the overage.

Mr. Wayne Costa, Public Works Director, stated that the overage is to pay for the installation of the new location of an Arizona Public Service meter pedestal to accommodate future development to the west and also to relocate the signal cabinet. He said the Town acquired the easement in May 2015 in order to address the access control into the future development on the west side, which is owned by Southwest Value Partners. He said the second item is due to the proximity of the wiring of the feed from the controller. The Town was able to provide lighting power to the monument in the southeast corner of the traffic signal. He said this was necessary during the course of the project. He said it was a unit price contract and all of the additional units are conveyed by the MAG standards.

Mr. Costa stated that he is unable to respond as to why a contingency was not included in the contract.

Councilmember Anderson inquired why the items were overlooked in the original engineering.

Mr. Costa stated that the lighting of the monument was not overlooked. This came about due to the installation of the the monument sign. The contract identified that it would be installed in close proximity and it was during installation of the feeder in that location. He said there is no defined access, right-of-way or easement on the west side

of Hunt Highway at this location. Southwest Value Partnership came forward because they share engineers with Pulte and the Town addressed the issue with them. It was agreed that the Town would pay for the fourth leg of the signal when it is installed and expand it across rather than not have the design finalized or the curve return in place prior to the installation of the APS meter at the proper location.

Councilmember Anderson inquired where the fourth leg would go under the original design.

Mr. Costa said the fourth leg will be located in the median on the east side and it controls traffic from the west in the future access off of Southwest Value Partnership.

Mr. Brent Billingsly, Town Manager, stated that he has heard the concerns of the Council with regards to going over budget on projects and contingencies not being included in the contract. He said, with his experience in project and contract management, he is aware of the difficulties in managing large projects. He stated aid from this point forward, owner contingency will be added as part of the design and construction contract. He said Council will not see many change orders come before them and staff will strive to ensure that everything is included in the contract; however there may be instances when a change order may be necessary because there are instances when things go very far array.

On motion of Councilmember Anderson, seconded By Councilmember Guilin, and carried to approve Change Order No. 1 with Kimbrell Electric, Inc., for installation of a new traffic signal at Fire Station No. 2, located at 2035 N. Hunt Highway, increasing the contract price by \$1,820.84, to \$200,902.46.

NEW BUSINESS

Resolution No. 1574-16:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1574-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON MAY 17, 2016, IN AND FOR THE TOWN OF FLORENCE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS OF THE TOWN THE QUESTION OF SHALL THE TOWN OF FLORENCE REGAIN LOCAL CONTROL AND EXCEED THE STATE-IMPOSED EXPENDITURE LIMITATION FOR FISCAL YEAR 2016-2017 BY \$15,000,000, TO ALLOW THE TOWN TO ADOPT A BUDGET NO GREATER THAN THE AMOUNT THAT WAS ADOPTED FOR FISCAL YEAR 2015-2016?

Ms. Garcia stated this is the official call to the election, and by doing so, it does the following:

- States the Town's election will be held on May 17, 2016 and will be a ground election. She stated that unless a voter has submitted a form to the State that they want to participate in elections by all mail ballots all of the time, they have to come to their designated polling site to vote.
- Gives a designation of election to allow the Clerk to be authorized to conduct the election and to expend all expenditures necessary to conduct that election.
- Designates the purpose and sets the ballot language.

Ms. Garcia read the ballot language for the record. She stated that one of the requirements by State Statutes is to do a call for arguments, for: in favor or against, which she will be doing. She said the Town must allow people to submit an argument in favor of or against to be included in the publicity pamphlet. She said a \$200 deposit must be included with the submission. The deposit covers the cost for the printing and translation into Spanish. She said anyone who wishes to vote in the election must be registered by April 18, 2016. She said she will ensure all advertisements are placed in the local newspaper announcing the call to the public and they will be translated in both English and Spanish, pursuant to the law.

Councilmember Woolridge stated that the Town may want to consider using another word aside from deposit, as it implies that they may receive the money back.

Ms. Garcia explained that the word deposit is per Town code. If the total cost is less than the \$200 deposit, the difference is refunded to the individual. If the total cost exceeds the \$200 deposit, the individual will receive a bill for the overage.

Mayor Rankin requested that Ms. Garcia meet with the local newspaper to disseminate as much information as possible. He suggested adding a newsletter or flyer in the residents' utility bills from both the Town and Johnson Utilities.

On motion of Councilmember Woolridge, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1574-16.

TOWN MANAGER'S REPORT

Mr. Billingsly thanked the Council and staff for their support. He is looking forward to the things that will be done for the community. He said several items have transpired since his report last week, which include:

- The Town has been awarded a Homeland Security Grant for Operation Stone Garden. Paperwork associated with the grant will be forthcoming. This is the second year that Florence has been awarded this grant.
- The Police Department will be working with Border Patrol to combat the flow of drugs coming into Pinal County. The grant is for \$81,726 in overtime funds and \$10,000 in mileage costs. There is also an opportunity to purchase a four-wheel drive vehicle for the Police Department.

- Police Chief Hughes has announced that he will start a Citizens Police Academy this year. His goal is to do two academies per year, with the first starting in mid-March. The academy will run for six weeks and will be held in the evenings. Discussions will include how the Town operates as well as the contributions that the Police Department makes to the community. The hope is to get the community engaged, bring an understanding as well as to get volunteers.
- Diversion Dam Road Street Widening Project: The project is scheduled to start this month. The project is located on Diversion Dam Road between State Route 79 and Bowling Road. The project will entail street widening as well as intersection improvements. The road will remain open throughout the project.
- Arizona Department of Environmental Quality (ADEQ) conducted an inspection of the south wastewater treatment plant. The Town of Florence is under a State imposed letter, called a Consent Order, regarding challenges that the Town has had with the disinfection and de-chlorination systems at that plant. He stated that there have been several changes at that plant, including the changes with de-chlorination and pumping. He said a new disc filtration project has been implemented and an existing UV process has been upgraded and is back online. ADEQ is happy with the progress and the Town has four more months to complete the remaining paperwork, but everything is up and running. There was a challenge this weekend where the headworks went down and the the staff did a fine job of getting the repairs done over the weekend.
- Southwest Gas will start upsizing multiple gas mains in Florence on portions of Florence, Bailey, Granite, Willow, Central and Butte Avenue in the upcoming months. He stated that a lot of the older lines are undersized and need to be replaced. He stated that there will be directional boring. The project is anticipated to take three months to complete but may take up to six months to complete. Public Works will review the traffic control plans and ensure that they are in compliance with Manual Uniform Traffic Control Devices.

DEPARTMENT REPORTS

- a. Community Development**
- b. Courts**
- c. Finance**
- d. Fire**
- e. Library**
- f. Parks and Recreation**
- g. Police**
- h. Public Works**

Vice-Mayor Walter asked Mr. Mark Eckhoff, Community Development Director, for further information regarding the table top emergency response exercise pertaining to the San Carlos Dam that he attended.

Mr. Eckhoff stated that, as part of the exercise, they were able to visit the dam on the first day to get a perspective of what is there and to picture the scenario. The training was conducted on the second day in which several key players attended. He said due to the much discussion they were unable to complete the exercise. They will schedule another meeting date in which to complete the exercise.

Mayor Rankin inquired if they determined how long it would take for the water to reach Florence if the San Pedro was completely full.

Mr. Eckhoff stated that there is a worst case scenario that everyone is prepared for should the dam spill over. He noted that the San Carlos Dam is currently at 10% capacity. The dam is designed to have the water go over the spillways should it reach capacity and there is also an inundation area.

Mr. Billingsly said the training contained three components:

- Education
- Design, review and comments exercise
- Emergency exercise

Mr. Billingsly stated that they were handed a very large binder and went through the book, page by page and reviewed approximately 50% of the binder. He said they inserted their comments directly on the documents and the books were collected after the session. They were unable to leave with any of the materials as they were all in draft form and it is a federally funded update to their emergency plan. He stated that the update will be shared upon completion.

Vice-Mayor Walter expressed her desire to participate in emergency preparedness exercises and asked that Council be included should an opportunity arise.

Vice-Mayor Walter asked Mr. Gabe Garcia, Finance Director, when he will present the work that the Budget Committee has completed thus far to the Council.

Mr. Garcia stated that a presentation is scheduled for February 2016.

Councilmember Guilin stated that very little monies have been moved from the construction capital CIP monies, construction tax monies, and food tax monies. She inquired if this is due to the reporting from the State of Arizona and remittance or is it an item that needs to be reviewed for journal entering purposes.

Mr. Garcia stated that he would check to ensure the journal entries have been entered.

The Department Reports were received and filed.

CALL TO THE PUBLIC

Mr. Jim Tchida, Florence Resident, stated that it is his understanding that a budget of \$50,000 was established for the funding of a strategic plan. He stated there is a difference between a strategic plan and a strategic intent. He said that he is not opposed to a strategic plan, but the strategic plan will go down the path of many previously published plans. He said tourism has been a long standing problem with the town. He inquired if we want Florence to be a destination and if we want tour companies to bring tourists to Florence. He inquired if we want Florence to be vibrant. He said there are a lot of workers who come to Florence and do not live here. The Town should not spend \$50,000 on the Strategic Plan unless those issues are addressed.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked Mr. Billingsly for all the work he has completed in his first five days of employment. He thanked Mr. Mark Cowling for the articles that he has written about Florence. He stated that there was a nice article in the newspaper about Anthem Parkside – Pulte. He said there was a nice article about Florence's history in the Casa Grande Dispatch.

Vice-Mayor Walter wished everyone a Happy New Year. She thanked Mr. Billingsly for spending time with staff and familiarizing himself with everyone. She stated that 2016 will bring a lot of great things for Florence, including Florence's 150th Celebration. There will be a meeting this week and invited everyone to attend. She stated that Florence will also have its Home Tour in February. There are also several great events hosted by the Parks and Recreation and Library Departments and encouraged everyone to get involved.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for to provide the annual evaluation of the Town Clerk/Deputy Town Manager pursuant to A.R.S. Section 38-431.03(A)(1).

On motion of Councilmember Anderson, seconded by Councilmember Woolridge, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Anderson, seconded by Councilmember Woolridge, and carried to adjourn from Executive Session.

ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

On motion of Councilmember Anderson, seconded by Councilmember Woolridge, and carried to adjourn the meeting at 8:30 pm.

Tom J. Rankin, Mayor

ATTEST:

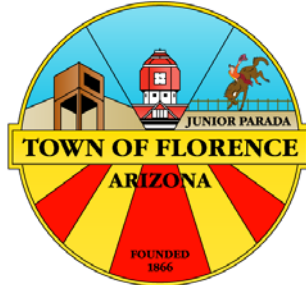
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 4, 2016, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tom J. Rankin
Vice-Mayor Tara Walter
Councilmember Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Tuesday, January 19, 2016

6:00 PM

Minutes of the Town of Florence Council Regular Meeting on Tuesday, January 19, 2016, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:04 pm.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments.

PRESENTATIONS

Presentation on the Arizona Ranger Program by Jim Huber.

Mr. Jim Huber, Arizona Ranger Program, provided a brief presentation of what the Arizona Ranger Program is and what their mission and goals are. He provided a brief history of how the first regional law enforcement effort in Arizona occurred in 1901 when the Territory Governor organized Arizona. The force entailed no more than 26 individuals at any given time. He stated that they were dis-banned in 1909 and then reorganized in 1957 by some of the original Arizona Rangers. He stated that 22 years later, due to various concerns, the Arizona Highway Patrol was instituted as a branch of the Arizona Highway Department, and it began with the Arizona Rangers. The Arizona Rangers were officially recognized in 2002 when then Governor Jane Hull signed Legislative Act 41.

Mr. Huber stated that the goal of the Arizona Rangers is to provide help, relief, and offer their support, especially to small towns. They have provided support to the Town of Hayden during their 100 Year Anniversary of the Catholic Church and to the Town of Kearny for their Pioneer Days event as well as the Kearny river fire.

Mr. Huber stated that his purpose for presenting at the Council meeting is because they know small towns are having financial problems and the Police Departments are looking at them for support. He stated that they survive solely on donations and a portion of the donations received are given back to various charities as well as to support families that are struggling.

Mr. Huber stated that all of the Rangers are volunteers and offer law enforcement support and assistance civilian auxiliary for the State of Arizona. They work cooperatively at the request and under the direction, control, and supervision of established law enforcement agencies. They also provide support and community service to preserve the tradition, the honor, and the history of the original Arizona Rangers. He stated that he has met with Police Chief Daniel Hughes.

Presentation by the Greater Florence Chamber of Commerce recognizing The Fudge Shop, as the Business of the Month.

Mr. Jim Gilloon, Executive Director, Greater Florence Chamber of Commerce, recognized The Fudge Shop (Florence Fudge Shop) as the Business of the Month. He said that they are very involved in the community, especially with the Loveworks Pregnancy Center. He said the money raised from the business benefits the Mosaic Church.

Ms. Doretta Allison, General Manager, thanked everyone for their support and the Town for allowing them the privilege of the location for their restaurant in the historic hotel. She stated that they offer great customer service. She said the money from the restaurant does not benefit the Mosaic Church but supports Loveworks Pregnancy Center which is also in Florence. She thanked the Chamber for their recognition.

Presentation from the 150th Anniversary Ad Hoc Committee.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the Ad Hoc Committee has met twice and have invited community members, business leaders and Councilmembers to attend the meetings. He stated that the first meeting entailed an idea gathering session. They narrowed the ideas on the second meeting and focused on the existing events to make it more

Town of Florence Council Meeting Minutes

Meeting Date: January 19, 2016

Page 2 of 6

of a marketing effort. He said new events were discussed including a Native American Rodeo, Classic Car Show, Military Appreciation Day and a New Year Eve Spectacular. He said some of the new events are not budgeted for and will require sponsorship. Approximately 70 letters were sent out to potential sponsors.

Mr. Hughes stated that logos were discussed and forwarded to Council for consideration. The logos were also released to the local newspaper for publication in this week's edition. The Committee is also trying to generate revenues through the sale of banners that would go up on street poles throughout Florence, Anthem and Florence Gardens. He stated that merchandising is also a consideration for generating revenue. The Masonic Lodge and Sons of the American Legion attended the meeting and are interested in assisting, specifically with the Military Appreciation Day. The Mounted Posse is interested in assisting with the Native American Rodeo. He stated that the Committee has good partners and there may be others as well as they progress.

Mayor Rankin inquired about social media.

Mr. Hughes stated that the Committee formed a sub-committee to determine how they can reach people through social media in addition to traditional marketing resources.

Mayor Rankin stated that the Committee is planning a lot of things and is trying to accomplish them through donations. He asked the Committee to follow-up with a phone call to those who letters were sent to. He stated that the next meeting will be January 28, 2016. It is his goal is to have an awesome New Year's event.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Approval of the Coolidge-Florence Elks Lodge 2350 Special Event Liquor License applications to the Arizona Department of Liquor Licenses and Control for their Special Events to be held on January 23, 2016, from 3:00 pm to 12:00 am, at Anthem at Merrill Ranch Union Center, 3925 N. Sun City Boulevard, Florence, Arizona, and on February 14, 2016, from 9:00 am to 6:00 pm, at Charles Whitlow Memorial Rodeo Grounds, 4900 S. Highway 79, Florence, Arizona.

Approval of the Pinal County Historical Society's Special Event Liquor License applications to the Arizona Department of Liquor Licenses and Control for their Special Events to be held on February 26, 2016, from 6:00 pm to 8:00 pm, and on March 3, 2016, from 4:30 pm to 6:30 pm, at the Pinal County Historical Museum, 715 S. Main Street, Florence, Arizona.

Approval of the Caliente Casa Del Sol Property Owners Association's application for their Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control for their Spring Fling Fundraiser to be held on February 20, 2016, from 2:00 pm to 7:00 pm, at 3520 S. Dakota, Florence, Arizona.

Approval to suspend the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event and allow the 100 Club to coordinate the vendors for a fundraiser on April 2, 2016.

Approval of the Pinal County Property Use Agreement for use of the vacant lot located at 383 N. Main Street for the Road to Country Thunder event on April 2, 2016.

Approval of the Town of Florence 2016 General Plan Amendment application and hearing schedule.

Approval of the December 7, and December 21, 2015 Council minutes.

Receive and file the following board and commission minutes:

November 19, 2015 Planning and Zoning Commission minutes.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to approve the consent agenda, as written.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson encouraged citizens to get involved in the community by volunteering to be on a committee as it is very rewarding and educational. He thanked Mr. Mark Cowling for the good publicity and encouraged everyone to subscribe to the newspaper.

Councilmember Guilin thanked the employees and administration for the hard work they are doing on the budget. She stated that she receives routine updates and they are doing a fantastic job.

Councilmember Hawkins stated that the Greater Florence Chamber of Commerce had their new book published. It is aesthetically pleasing and he liked the pictures that were included.

Councilmember Wall encouraged citizens to make sure they are registered to vote. She stated that there is a Presidential Preference Election as well as other elections coming up and you will not be able to vote unless you are registered.

Vice-Mayor Walter stated that there are many events in the near future and asked everyone to get involved as well as patronize local businesses.

Mayor Rankin thanked staff for working together. He stated that there are three elections this year. The May 17, 2016 election is very important because it is to ensure that we have the finances available to continue to provide the services.

Mayor Rankin stated that Council and staff will go out and inform the public about the elections.

Town of Florence Council Meeting Minutes

Meeting Date: January 19, 2016

Page 4 of 6

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the following reasons:

For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-0001325.

For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to a Community Facilities District Application.

For legal matters pursuant to A.R.S. Section 38-431.03(A)(3), (A)(4) and (A)(7) for the purpose of discussion and consultation with Town Attorney and designated representatives of the public body in order to consider its position and instruct its representatives and Town Attorney regarding negotiations for the purchase, sale or lease of real property.

To provide the annual evaluation of the Town Clerk/Deputy Town Manager pursuant to A.R.S. Section 38-431.03(A)(1).

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:34 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 19, 2016, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
REGULAR MEETING
MINUTES**

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY OCTOBER 28, 2015, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Wheeler called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Chairman Wheeler, Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Schmidt

Absent: Commissioner Novotny

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the special meeting conducted on October 2, 2015.

On motion of Vice-Chairman Adam, seconded by Commissioner Reid, and carried to approve the special meeting minutes of October 2, 2015 with one correction.

WORK SESSION

DISCUSSION/PRESENTATION on exploring legal options with respect to deteriorating historic buildings and examining strategies of other towns/cities implementing amended/new ordinances and guidelines.

The Town Attorney stated that there are overlapping private property rights in Arizona, so a maintenance requirement could be added as a text amendment in the code, however once that is done there may be enforcement issues that come up with either civil or criminal penalties. It was brought up that there is nuisance abatement verbiage already within the Town code and that may be another way to go without putting a regulation within the historic district regulations. Attorney Mattice also went on to state that there is an Arizona state statute in regards to the type of notice that must be

provided when you are going on private property. He stated if you're going into private property without the owner's permission, you need a search warrant with a judicial review to enter. He brought up that in a rare situation you may be able to have a building safety officer see that a wall is falling down, there's no roof and it appears that a wall could possibly fall into a public right-of-way, as that would not require going inside to see that it is a public safety hazard. In regards to entering onto someone's property, a search warrant would be required unless the owner gives their permission.

A commission member asked if there was a good definition of what "vacant" is considered. Attorney Mattice stated that "vacant" is probably more how the Town of Florence defines it versus a generic definition. He continued that anything along those lines, regardless of definition is difficult to prove and therefore difficult to enforce.

The Commission inquired if the City of Tempe has had any success with enforcing their Historic District guidelines and/or if they have had any legal issues regarding such guidelines. Attorney Mattice stated he worked for the City of Tempe's legal department approximately 11 years ago and he does not recall any type of enforcement action taken against historic properties. Attorney Mattice stated he would follow up with the City of Tempe to inquire on their current code enforcement regulations, if it had negative repercussions or if they had found a better way in working with property owners.

A conversation back and forth ensued regarding potential tax breaks/incentives for historic buildings.

The question was posed regarding how some cities/towns make historic preservation items part of the code versus others making them guidelines. Staff stated that Proposition 207 put a hold on the possibility of new ordinances that can be applied to historic districts. It is possible to achieve the ordinances, staff simply must be careful about how they are done and implemented.

It was mentioned that for ongoing rehabilitation efforts a non-governmental agency could take over a building, rehab it for the purpose of selling it and then use the funds gained to take over an additional building.

It was requested if the department director could request a budget from Council to use towards Code Enforcement cleaning up historic homes.

STAFF REPORT

UPDATE ON HOME TOUR

Will Randolph, Town Planner, stated the last Home Tour meeting was on October 21, 2015 and specific tasks have been assigned to committee members. The Community Development department has been working diligently to acquire additional properties to be on the Home Tour by sending letters via regular mail, going door to door and making

telephone calls. It was continued that there has been significant interested from the properties along Main Street. The vast majority of the interested property owners have been from commercial properties, therefore staff is attempting to entice more residential properties to participate. Staff has developed a tracking system for the committee that will assist in determining how many properties are participating that are homes, commercial, museums and churches as well as which are in different architectural periods.

HISTORIC MARKER UPDATE

Will Randolph, Town Planner, stated that three new markers have been erected at the W.Y. Price House, Carminatti House and the Suter Guerrero House. Staff is also looking into having some markers that are becoming aged restored in the future.

14th ANNUAL ARIZONA HISTORIC PRESERVATION CONFERENCE IN PHOENIX ON JUNE 8 – 10, 2016 UPDATE

The Historic District Conference is being planned for June 2016 and staff is working with Eric Vonde in an attempt to receive grant money to attend the 2016 conference.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Bonnie Bariola stated that she came to the meeting this evening due to the work session and wishing to listen to the session. She went on to state that Mark Vinson is Tempe's historic preservation architect and offered to try and have Mr. Vinson come out to Florence to discuss some of the historic district issues. It was also brought up that in earlier years historic preservation groups had monies for downtown historic properties. She continued that the Town Manager asked her to do a special project within the historic district so she went to the IDA to request \$25,000, but they stated they would give Florence \$50,000 if Florence would also do the street lights. Ms. Bariola wanted to point out that the organization has helped in the past for monies towards the historic district. It was also brought up that the Heritage Fund was available from 1990-2009. Ms. Bariola was able to obtain \$2-\$3 million in grants and awards, not counting the \$1 million that was awarded from ADOT for the Silver King. She agrees that there does need to be some type of incentive for the historic properties in order to help keep them up to par. Ms. Bariola also stated that she is on the planning committee for the historic preservation conference and they are currently looking for speakers and sponsors. They recently received a commitment from the David and Gladys Wright Foundation for \$5,000.

Eva Proa stated that she is very glad that these are topics, but she also wanted to state that there are many property owners who live in Town that are negligent and it isn't because they do not have the funding it's more because they do not have the pressure from outside forces in order to do the renovating. She is hoping that with some guilt and shame that owners can at the very least fix up the outside of the buildings.

Shane Doughty, Florence resident, who purchased the Martinez House stated that he and his partner both reside in the Cactus Forest area and are both in the construction field. He went on to say that they purposely bought the property in order to save it. There is a horrible termite problem at the property and they are contacting and trying to rectify the situation with the help of exterminators. He wanted to introduce himself and let the Commission and people in attendance know that they bought the property in order to restore it and the ultimate goal is to have it come back as a bed and breakfast.

Ruth Harrison, Florence resident, stated that if staff didn't already know about Mr. Doughty's property purchase, would there be a way to facilitate that information getting to staff so that they can keep their lists of buildings and owners current. She went on to state that using incentives would be great. It was continued that she hopes that Mark Eckhoff, Community Development Director, will request funds for cleanup. Ms. Harrison also stated that when she had requested a copy of historic district guidelines she believes she was given something that was written by Barbara Parker McBride. She is not aware if there is something newer, but regardless she would like something up-to-date to be available as a handout to community members. Ms. Harrison continued that meeting the vacant property challenge papers that were passed out referred to a land bank which are local, governmental or non-profit entities that can contribute to the wellbeing of buildings within the Town. She would also like to see the IDA get something going or possibly local people could contribute to a fund in order to start rehabilitating homes and continuing from one building to the next by fixing a building, selling, and using that money to fix another property.

A Florence resident would like the IDA to be explored as a possibility. She stated that there are funds for schools in areas like Maricopa and others, but she would like to know if there are funds for Florence. She would like to have someone come and speak.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY

Commission members brought up signs within the district stating they knew that staff is working on a new sign code, however she would like to stress that the Commission still needs to be part of the process for signs within the Historic District.

Commissioner Adam stated that she and Commissioner Schmidt had attended the Arizona State Parks Centennial Planning meeting and they would like to include the Town of Florence Pinal County Museum as one of the offshoots in the archeological expo in March, however one of the things they remembered was the Town's walking tour. Commissioner Adam would like to discuss in the future possibly recreating the


Town's walking tour. She also stated that the minutes recorded about the previous meeting of the 170 East Ruggles property were stated correctly, however, the Town paper had Commissioner Adam stating that the Town would be willing to take the building over. She was curious if staff had heard anything from the owner regarding the town paper's comments as she was concerned. She wanted to reiterate town's paper was not correct and she did not speak for the owner.

It was stated that Damon, head of Chamber, is interested in re-publishing a walking tour and updating it in the future.

ADJOURNMENT

Chairman Wheeler adjourned the meeting at 7:37 pm.

X 
Betty Wheeler

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: February 16, 2016 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: EUSI, LLC contract for Public Works Management Support and Consulting Services.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Approval of entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services.

BACKGROUND/DISCUSSION:

Wayne Costa, Public Works Director, has announced his retirement from the Town of Florence. The position of Public Works Director/Town Engineer is a key role in the organization. To assist with maintaining continuity of services, it is important that the Town hire a firm that can temporarily assist with this transition prior to Mr. Costa's departure.

EUSI, LLC has agreed to provide Public Works Management Support and Consulting Services as well as Project and Program Management Services as authorized by the Town. Jess Knudson, Assistant Manager, is being assigned to oversee the department administratively. EUSI, LLC will complement and supplement Mr. Knudson in this capacity providing technical and project and program management expertise. EUSI LLC's expertise will assist staff with a service audit of Public Works Department to assure standards used are "Best Management Practices" in the industry.

The Term of the contract is through February 28, 2017; the term on Task Order 1 is August 10, 2016. The termination clause in the contract requires the Town to provide seven days' notice for cause and 30 days' notice for convenience.

FINANCIAL IMPACT:

The fiscal impact of Task Order No. 1 is \$81,442.80, plus project related fees such as mileage.

The breakdown of the fee is as follows:

- February 10 – April 10, 2016 cost of \$22,721.40 per month for up to three days per week of on site services.
- April 10 – August 10, 2016 cost of \$9,000.00 per month.
- Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

STAFF RECOMMENDATION:

Enter into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services.

ATTACHMENTS:

Contract
Task Order 1
Globe Contract
Firm Overview
Resume

TOWN OF FLORENCE PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of February 10, 2016 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and EUSI, LLC ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to Contract for Public Works Management Support and Consulting Services, Project and Program Management (PM) Services as specified in Exhibit A ("**Scope of Work**" or "**Services**");

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit A attached hereto and incorporated herein;

WHEREAS, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated June 24, 2014 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit A and as set forth in individual Task Orders (the "Services"). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit A, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit A, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit A, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to

pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through February 28, 2017. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party

to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter “**Contractor Immigration Warranty**”).

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor’s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “**Services**” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: EUSI, LLC
Kris Hendricks
4501 W. Tierra Buena Lane
Glendale, AZ 85306

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents,

representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated June 24, 2014 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“**ADR**”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at

Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

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

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is subContracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that

policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less then \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

5.7.4 Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this ____ day of _____, 2016.

TOWN OF FLORENCE

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tom J. Rankin has hereunto subscribed his name this _____ day of _____, 2016.

TOWN OF FLORENCE

By: _____
Tom J. Rankin, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: Paul Hendricks
Contractor MEMBER EYSI, LLC

By: MEMBER EYSI, LLC

Name: PAUL HENDRICKS

Its: EYSI, LLC member

Approved as Form:

Clifford L. Mattice
Clifford L. Mattice, Florence Town Attorney

Exhibit A

Town of Florence

Public Works Support Services Task Order 1

February 2016

The Town of Florence (TOWN) hereby issues Task Order #1 to EUSI, LLC (CONTRACTOR) to provide overall Public Works Management Support and Consulting Services.

CONTRACTOR is retained by the TOWN to generally provide Public Works Management Support and Consulting Services as well as Project and Program Management (PM) Services as authorized in new Task Orders by the TOWN. The intent of the services provided by CONTRACTOR is to complement and supplement the TOWN's staff in an integrated manner to advance the TOWN's Public Works Departments and Divisions toward "Best Management Practices". The TOWN engages the CONTRACTOR to provide related Professional Services for the TOWN that may include, but are not limited to Public Works Management and Organizational Development, Project and Program Management, Regulatory Agency Support, Infrastructure Project Improvements, Utility Management Support, Utility Operation and Maintenance Support, Water Resource Policy and Strategic Planning Support Services. Additional Consulting and Support Services may also be assigned from time to time under new Task Orders as deemed to be in the best interests of the TOWN.

CONTRACTOR may assist TOWN with effectively and efficiently planning, organizing and assisting with management of programs related to public works and infrastructure projects.

CONTRACTOR may also provide PM and other Public Works Management Services as requested in future Task Orders by the TOWN, related to the management of design and construction projects specifically in the area of civil engineering such as general public works and utility projects, storm water management, street and traffic engineering, public works, infrastructure assessments, real estate, and utility coordination.

CONTRACTOR may also provide PM and Procurement Support Services to aid in the contracting of engineering and construction companies utilizing a wide range of project delivery methods.

CONTRACTOR may be requested by the TOWN under new Task Orders to provide project specific planning, procurement, permitting, engineering, construction, administration, and management functions for approved projects.

The CONTRACTOR working as an extension of TOWN's staff will work to initiate personnel training and development to optimization services delivered to the public. CONTRACTOR will facilitate and coordinate tasks with the TOWN's personnel.

The fee for the basic services in Task Order #1 shall be performed for a monthly fee of \$22,721.40 /month from February 10, 2016 thru April 10, 2016. During this initial period, CONTRACTOR will provide up to three (3) days per week of services.

To achieve a budget neutral cost for services, CONTRACTOR will reduce the activity level and fee for the basic services in Task Order #1 to a monthly fee of \$9,000.00 /month from April 10, 2016 thru August 10, 2016.

Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

Task Order #1 shall be authorized for six (6) months, with multiple renewal options based upon mutual agreement of the TOWN and CONTRACTOR. Following the initial six (6) month period the TOWN and the CONTRACTOR may renegotiate the monthly fee and assignments in a revised Task Order.

- TOWN will provide access and use of Facilities and Equipment needed in the course of the Task Order;
- TOWN will provide a location for CONTRACTOR to place and use their RV with electrical, water and sewer connections;
- **Focused Activities** Clarify priorities of the TOWN and modify activities of CONTRACTOR to address priorities.
- Provide Public Works oversight and assist TOWN's staff in the improvement of Public Works Services, including but not limited to operations and maintenance services, record keeping and reporting, housekeeping and organization, document observations
- Assist TOWN's staff with the development of a "Best in Class" procedures and practices.
- Oversee the training of TOWN's staff with preparation of reports for the regulatory agencies.
- Advise TOWN relating to regulatory agency issues.
- Evaluate and work with TOWN's staff to make necessary improvements to the overall services provided to the citizens of Florence.
- Be available to respond to supplemental service requests and emergency conditions at the request of the TOWN. This includes phone consultation.

Should CONTRACTOR personnel be requested by the TOWN to respond on site to emergency conditions, such services will be authorized under Section 2.0 of the Professional Services Contract.

- Consult weekly with the designated representative of the TOWN and otherwise work with the TOWN staff to ensure adequate communication.



**CITY OF GLOBE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of *June* ~~May 24~~, 2014, and is by and between the City of Globe, a municipal corporation of the State of Arizona ("**City**"), and EUSI ("**Contractor**").

RECITALS

WHEREAS, the City desires to contract for consulting services for Program Management services as specified in Exhibit A ("**Scope of Work**");

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit A attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide services as described in the Scope of Work (Exhibit A).

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the City Manager or his designee to determine acceptable completion.

1.2.2. The City shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the City Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice, for a total two year contract amount not to exceed \$225,000.00, at the hourly rates for the production of the deliverables under approved Not to Exceed (NTE) Task Orders as spelled out in the Scope of Work (Exhibit A).

Contractor's Compensation

A. Authorized Contract Amount:

1. Year One- \$150,000
2. Year Two- \$75,000

Option Years

3. Year Three-TBD
4. Year Four-TBD

The Authorized Contract Amount may be increased from time to time with the prior written approval of the City for approved projects based upon additional funding or needs of the City.

- B. The City may elect to compensate Contractor for services based upon a fixed monthly fee, lump sum or Not to Exceed (NTE) fee per Task Order, or hourly rate. It is anticipated that hourly rate services will be provided during the initial phases of any PM assignment until the scope of services can be defined and agreed to by the parties under a fixed monthly fee or lump sum fee. In no event shall the annual, aggregate fee exceed the amounts set forth in Section 2.1.A.

C. Hourly Rate Fee Schedule:

- \$50.00/hr. for Administrative Staff
- \$75.00/hr. for Certified Operator
- \$95.00/hr. for Electrical, Instrument, and Controls specialist
- \$100.00/hr. for Technical Staff
- \$175.00/hr. for Project Consultant
- \$210.00/hr. for Senior Process and Project Consultant
- \$390.00/hr. for services related to Legal Proceedings
- Project related expenses for mileage (portal to portal) and direct expenses shall be invoiced at approved IRS rates and reimbursed based upon 1.15 invoice amounts.

- D. The City shall pay the Contractor in installments based upon monthly invoices submitted by the Contractor.
- E. The City shall make payments to the Contractor within thirty (30) days after receipt of the detailed invoice.
- F. The City and Contractor may amend this Contract to provide lump sum services as agreed upon by the parties.

- G. Hourly rates as set forth under this Contract shall be adjusted each July 1, starting in 2015, based upon changes in the Metropolitan Phoenix Consumer Price Index.

Owner's Responsibilities

- A. The City will designate a Representative during the term of this Contract. The City has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the City's Representative.
- B. The City will make reasonable effort to review submittals by the Contractor and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Contractor's work. The City will keep the Contractor advised concerning the progress of the City's review of the work. The Contractor agrees that City's inspection, review, acceptance or approval of Contractor's work shall not relieve Contractor's responsibility for negligence of Contractor or its subcontractors or for compliance with the terms of this Contract.
- C. Unless included in the Contractor's Work Scope, the OWNER shall furnish the Contractor gratis, the following information, equipment and facilities for this Project:
1. Copies of its maps, records, laboratory tests, survey ties, and bench marks, or other data pertinent to the services.
 2. Use and access of facilities and equipment reasonably needed in the course of the assignment. A location on City property to locate and use an RV with full utility hook up at no cost to Contractor.
 3. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

2.2 Categories of Service. The total amount to be paid the Contractor shall not exceed and shall be paid under approved Task Orders for services described on Exhibit A (the "Fee Proposal").

2.3 Payment Approval. Amounts set forth in Section 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approval by the City.

Term of Contract and Period of Service

- A. The term of this Contract shall be for two (2) years with a renewal for up to two (2) additional years, upon mutual agreement of the parties.. The City may end this Contract with notice one hundred eighty (180) days prior to the anniversary date of the Contract. The Contractor shall complete all services under approved Task Orders, in a timely manner. The City may assign other services to Contractor for ongoing projects.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule under approved Task Orders that include project task order schedules.

3.2 Termination.

3.2.1 Termination for Cause: City may also terminate this Contract for a material breach of this Contract. The Contractor shall have a reasonable opportunity to cure such breach, not to exceed 30 days. If the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract, it shall be considered a material breach of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

4.0 **GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator. The City acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the City shall be the City Manager or designee. The Contract Administrator shall oversee the execution of this Contract,

assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this article by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the monthly billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of City's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "**Contractor Immigration Warranty**").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

4.12.4 The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

4.12.5 The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: EUSI, LLC
Kris Hendricks
4501 W. Tierra Buena Lane
Glendale, AZ 85306

In the case of City: City of Globe
150 N. Pine St.
Globe, AZ 85501
Attn: City Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The City acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify and hold harmless City of Globe, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

4.20.1 To the fullest extent permitted by law, City of Globe, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by City of Globe relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of City of Globe's and Subcontractor's employees.

4.20.2 In the event the subject action alleges negligence on the part of the Contractor and/or the City, or any third parties not under contract with the Contractor, Contractor's obligations regarding the City's defense under this paragraph include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor's gross negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's subconsultants, that impact project completion and/or success.

4.20.3 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The City will execute a formal Change Order and Task Orders based on detailed written Not To Exceed (NTE) quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the City.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.22 Co-op Use of Contract. In addition to the City of Globe, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities may be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 City-Provided Information and Services. The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Contract

4.24 Estimates and Projections. : In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing

equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Globe. Failure to maintain insurance as specified may result in termination of this Contract at City of Globe's option.

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

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the City of Globe, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Globe. Contractor shall be solely responsible for any such deductible or self insured retention amount.

5.5 Use of Subcontractors. If any work under this Contract is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Globe

and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or services under this Contract, Contractor shall furnish City of Globe with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less then \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

6.0 **SEVERABILITY AND AUTHORITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City of Globe by its City Manager has hereunto subscribed his name this 24 day of June, 2014.

Contractor

By: Paul Hendricks
Kris Hendricks, EUSI

By: _____

Name: PAUL HENDRICKS

Title: MEMBER

CITY OF GLOBE

By: [Signature]
Brent Billingsley, City Manager

By: _____

Name: Brent Billingsley

Title: City Manager

By: [Signature]
William J. Sims III, City Attorney

By: _____

Name: _____

Title: _____

FIRM OVERVIEW

EUSI, LLC (EUSI) is a company, which is based in Phoenix, Arizona that specializes in professional environmental utility consulting, management, and operational services. EUSI is comprised of Managing Member Kris Hendricks and Paul Hendricks and is a company that has been providing services in this capacity for nearly 30 years to meet the needs of growing water and wastewater utility systems. Within the scope of our services is a deep commitment to our clients.

In 1985 the principal of EUSI recognized that there would be a significant increase in the number and complexity of utility facilities throughout the country. After a careful review of the environmental regulations, a business plan was formulated to meet the environmental regulation, operational, maintenance, and organizational requirements of new and existing facilities. Under the current regulations certified and registered professionals are required to meet the environmental mandates, which have been adopted. EUSI has an available and experienced staff in evaluation and strategic planning for utilities, operational services, design, rate studies, construction, start-up, environmental compliance, odor assessment and mitigation, and laboratory sampling services,.

Because of the needs of our clients, EUSI has developed agreements with professional engineering, aquatic biologists, water quality assessment, odor assessment and mitigation, laboratory services, electrical & electronic, mechanical maintenance, public participation specialists, lake management, and construction management personnel. These commitments provide advanced professional and technical services to ensure effective project development, program management, construction administration, management services, environmental compliance and inspection, start-up and operation of the facilities, for clients under contract with EUSI.

EUSI has personnel available with years of operational, regulatory permitting, laboratory analysis and facility construction start-up experience. This experience has allowed EUSI to supply a full range of services to our clients. EUSI has a commitment to providing experienced operational and engineering personnel to each project.

EUSI performs work for clients in the areas of design review, recharge and recovery, and operations manuals, operational support services, permitting, system evaluation and troubleshooting, start-up assistance, and start-up training. Under previous contracts, EUSI has reviewed the designs for water and wastewater facilities in several communities throughout the southwest.

Personnel associated with EUSI have operated water wastewater projects and treatment facilities with capacities from 10,000 gallons per day to 153,000,000 gallons per day. These facilities have ranged in complexity from basic well and storage reservoir operations to advanced treatment facilities with energy recovery, reverse osmosis, computerized control, and total effluent reuse. EUSI can provide third party State Certified laboratory services for our clients and perform the necessary compliance analysis for the facilities that are operated under contract.

EUSI has direct experience with the City of Casa Grande, City of Douglas, and the City of Globe, pertaining to regulatory compliance, consent order/decreed resolution, process evaluation, facility assessment, operational staff training and mentoring, served as the Program Managers for the implementation of Council authorized infrastructure improvements of nearly \$170 million dollars for the City of Goodyear, served as owners representatives in contract

development and negotiations, established programs and systems for regulatory reporting, and assisted with the establishment of sampling calendars and maintenance schedules.

Our Firm has provided services for the City of Casa Grande, City of Eloy, City of Globe, City of Douglas, City of Needles, CA, Town of Miami, Town of Marana, City of Goodyear, Town of Buckeye, City of Tempe, City of Avondale, City of Surprise, City of Glendale, City of El Mirage, City of Prescott, Sedona Arizona, Town of Florence, the Arizona State Prison Complex Eyman and Lewis, City of Fort Collins, Colorado, Fountain Hills Sanitation District, Roosevelt Irrigation District, the Outlets at Anthem, Boulders Carefree Sewer Corporation, Salt River Pima-Maricopa Indian Community, Smith and Loveless, Inc., Taliesin West, Estes Development Company, Lake Havasu City, Loral Defense Corporation, Cave Creek Sewer Company, Cave Creek Water Company, Surprise Sewer Company, Flagstaff Ranch, Robson Communities, Sunny Boy Water Company, Cave Creek Water Company, Arizona American Water Company, Goldman and Associates, Franzoy Corey Engineers, Carollo Engineers, Willdan Engineers, Arizona Department of Environmental Quality, Entrada Del Oro Sewer Company, State of Arizona Kartchner Cavern Parks, Del Webb/Pulte Homes, Johnson Utilities Company, West Surprise Land Owners Group, Centex Homes, Arizona Department of Administration at the Grand Canyon Airport, Valentine Environmental Engineers, and the Mirador apartment lift-station,. Under previous contracts, our personnel have performed several facility evaluations in major facilities in the United States.

Personnel from EUSI are familiar with the regulations and can establish approved programs for operation, maintenance, and residuals and solid waste disposal, which ensures compliance with environmental regulations. Because of our experience EUSI has a long-standing relationship with the personnel from various state and federal regulatory agencies. This association is very beneficial as your organization seeks approval for its programs and projects.

EUSI is ready to respond to your needs and we look forward to working very closely with you and your organization.

Firm Overview:

- a. The primary line of business for EUSI, LLC is specializing in professional utility management services.
- b. EUSI, LLC has an office location located at 4501 W. Tierra Buena Lane, Glendale, AZ 85306.
- c. The structure of EUSI, LLC is a Limited Liability Corporation.

Kristopher Hendricks and Paul Hendricks are the principals of EUSI.

Environmental Utility Services, LLC was established in 1985. EUSI, LLC was established in 2000.

RESUME

Paul S. Hendricks
19002 North 21st Avenue
Phoenix, Arizona 85027
Ph 623-582-8560
Fax 623-581-0929

CAREER OBJECTIVE: Manage Environmental Programs

PERSONAL DATA: Born January 3, 1949, Married,
4 children, excellent health,
Christian, numerous hobbies, pilot.

EDUCATIONAL BACKGROUND: 1980: Central Michigan University
Masters Degree
Business Administration

1978: John Wesley College
Bachelors Degree
Environmental Science

PROFESSIONAL EXPERIENCE:

June 1993 EUSI, Consultant

Perform Intergovernmental Consulting and
Utility Advisory Services.

Provide Strategic Planning and Program
Management Services for Utility Development.

Work as an extension of Client's Staff on
Regulatory, Water Resource Policy, and
Contractual Agreements.

Make presentations to elected officials and
commissions on complex water issues.

Provide Expert Witness and Testimony for
Water and Infrastructure Issues.

Facilitate resolution to complex water resource
issues.

Develop rate study and costs of system
operation for water and wastewater systems.

Consult on water and wastewater system Master Planning and Design.

Review operation of new infrastructure to ensure compliance with Industry and Town Standards.

Assessment of water and wastewater utility operations.

Evaluate project performance as compared to schedules and project budget.

Review engineering designs and prepare start up plans and budgets for water and wastewater facilities.

Represent cities on utility management and expansion and review engineering designs, monitor startup plans for Water & Wastewater Facilities.

Perform facility inspections and make recommendations on fiscal management and operational and maintenance changes that improve permit compliance and reduce costs.

Prepare sludge disposal plans and secure State and County permits for operation.

Staff and train personnel at Water Reclamation Facilities including two contracts for project and equipment start up at the City of Los Angeles, Hyperion treatment plant.

Prepare multi-year services contracts for system management.

Set up and certify an Environmental Laboratory.

Perform cost estimating for various contracts and construction projects.

Maintain marketing and business development for the firm.

Advise elected officials on environmental matters and facilitate public meetings to build community consensus.

Meet with State and County Regulatory Agencies regarding facility reporting and compliance.

Evaluate equipment and new products to improve facility performance and improve service to our clients.

Consult for U.S.A.I.D. in Europe on environmental problems, rates, strategic planning, industrial waste control and infrastructure issues.

Coordinate and direct work as consultant for ADEQ on water quality issues.

April 1984: City of Phoenix
Superintendent Water & Wastewater
Department

Direct the operation of major utility facilities and programs.

Develop and administer \$23 million operating budget, define cost centers and develop rate analysis data for submittal to Council.

Develop improved programs for the 190 MGD treatment facilities.

Coordinate strategic planning and design activities with the Engineering Department for the \$130 million capitol improvement program.

Conduct hiring and address all Union and personnel matters.

Make presentations to public interest groups and prepare City Council reports.

Initiate major planning and implementation programs for energy recovery projects.

Establish a personnel safety program designed to improve moral and effectiveness throughout the operating unit.

Plan the establishment of a Training Center for the operating divisions.

Demonstrate independent judgment as project manager for the Phoenix Wastewater to Potable Water Feasibility Study.

Direct a Phoenix Groundwater Recharge and Recovery Study.

Provide leadership and direction to Department personnel resulting in significant productivity improvements of over \$900,000 in annual savings.

Responsible for the operation of all reuse facilities defined in the Phoenix 50 yr. Water Resources Plan.

Directed the development and implementation of the Computer Master Plan for wastewater operations.

Initiated and administer land application of sludge program, administer industrial waste and process control laboratories.

1978-84

City of Mount Clemens
Director of Public Works

Responsible for all Public Works activities, which included water and wastewater operations, streets and parks, solid waste, and fleet management

Negotiated Water Service Contract and presented major programs to City Council for approval.

Administer and develop the departmental budgets for all public service activities, include the development of cost center budgeting for the rate and fee structure.

Present annual budget programs to City Council for approval.

Install a computerized meter reading system and developed a computerized water rate model for the utility system.

Perform cost analysis and develop impact statements on private contract services.

Negotiated labor contracts with seven labor unions.

Provide fleet services for the Police and Fire Departments to insure that response time and mutual aid agreements met the performance standards of the City Council.

1974-78

City of Port Huron
Water & Wastewater Department

Coordinate an \$18.5 million federal grant project to provide new community utility facilities.

Prepared staffing plans and received City Council approval to initiate a new organizational structure for the department.

Administer sludge disposal program, which included dewatering, and processing system design.

Establish industrial waste control program and work with several industrials to reduce the amounts of oil and metal waste discharges to the City system, while recovering the cost of service provided.

PROFESSIONAL AFFILIATIONS:

Board of Directors, Central Arizona Water Conservation District

Chairman for the City of Phoenix City Manager's Innovation Team.

Arizona Director for the Water Environment Federation

Served on the Board of Directors for the Grosse Pointe-Clinton Refuse Authority.

Past President Arizona Water and Pollution Control Association

Past President Arizona Water Environment Federation

Past Chairman Arizona Section American Water Works Association

PROFESSIONAL LICENSE REGISTRATION:

State of Michigan
Class "A" Wastewater

State of Arizona
Class "4" Water
Class "4" Wastewater
Class "4" Water Distribution
Class "4" Wastewater Collection

State of California
Grade "4" Wastewater

Qualified for Arizona Professional Registration

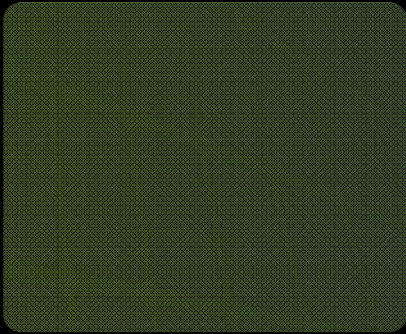
AWARDS:

City Manager's Award for Significant Innovation

Nominated for the Charles Walter Nichols
Award of the American Public Works
Association

Selected for National Water Environment
Federation Hatfield and Bedell Awards

State of Arizona Operator of the Year



Mid-Year Budget Target



2015/2016 Adopted Budget




➤ Highlights of Budget Adopted

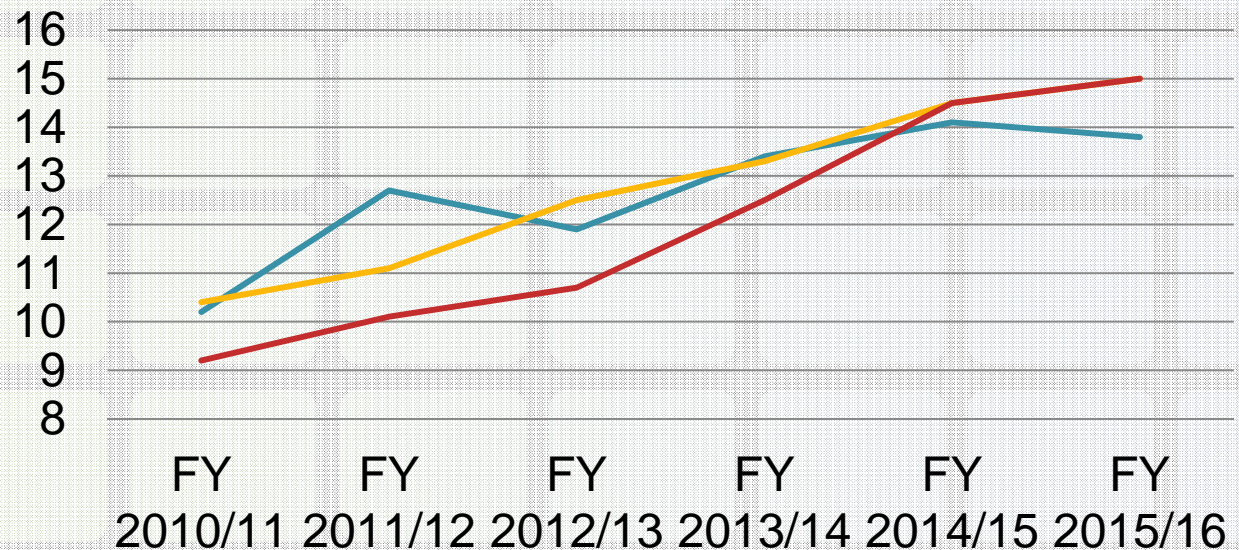
- ❖ \$1,200,000 use of reserves in General Fund creating a balanced budget



➤ Mid-Year Budget Target \$500,000

- ❖ Review of 2015-2016 Revenues/Expenditures
 - ❖ Review Services and Programs
 - ❖ Develop trending pattern that is sustainable
- 

General Fund Review



Revenues

Budgeted Expenditures

Actual Expenditure

Excludes Transfers to CIP:

FY 2012/13 \$4.5 Million

FY 2013/14 \$3.9 Million



1

Reduce Expenditures



2

Generate Additional
Revenues



3

Change the way we do
business



Goal: Mid-Year Target



Reduce Expenditures

- Defer Capital Projects
- Eliminate Non-Essential Services
- Freeze Non-Essential Vacated Positions
- Reduce Professional Service Contracts
 - ❖ Defer Utility Rate Study
 - ❖ IGA or Automatic Aide Agreement replace
 - Building Inspection/Enforcement
 - Fire Marshal Services



Generate Revenue

- Vacant Property Assessment
- Auction to Sell Surplus Property
- Review Fee Schedule (Missing/Low Fees)
- Evaluate Services
- Grants Writer
- Rates Water/Sewer
 - ❖ Recommendation to defer new study to FY 16/17
 - ❖ Recommendation to not increase rates FY 15/16
- Reviewing Fees, Rates, or Taxes does not equal automatic increase.



Change the way we do Business

- Review minimum staffing level
- IGA with other communities to share costs (Example: Eloy – Magistrate \$27,981)
- Volunteer Work Force
- Regional Dispatch
- Reduce Hours of Operation
- Review Budget Policies concerning one time Revenues
 - ❖ Temporary Adjustment (3 Fiscal Years)



Reduction

- Defer Capital Projects not started
- Reduce Professional Service Contracts
- 8 Frozen Positions
 - Administration, Community Development, Finance, Fire, Library, Parks & Recreation, Police, Public Works
- Update Projections
- Benefits Review
- Line Item Adjustments

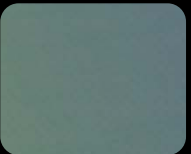
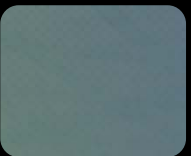
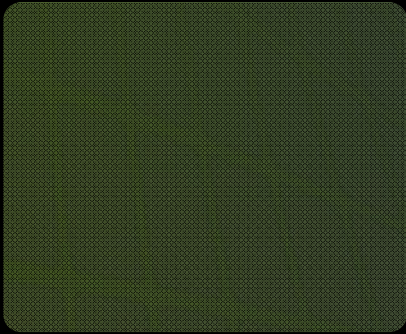
Line Item Adjustments

Police	-63,000
General Government	-50,000
Parks & Recreation	-41,700
Fire	-33,000
Courts	-30,000
CD	-16,000
Facilities	-13,000
Fleet	-10,000
ED	-8,000
Total	\$264,700




Target

Expenditures Reduced
by \$500,000



QUESTIONS



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: February 16, 2016 DEPARTMENT: Budget Committee STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Water/Wastewater Rates		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff recommends Council not move forward with the rate increases as programed in the Water and Wastewater and Long-Term Financial Plan adopted February 2012, and instead approve an internal review of the operational expenses, capital outlay and debt service for each fund as well as an audit on long and short term projects in both water and wastewater funds.

BACKGROUND/DISCUSSION:

In September 2011, the Town of Florence engaged Economist.com, to update the 2009 water and wastewater rate study. This plan was completed in February 2012 and the first rate increase was effective July 1, 2012. The study included rate increases for five fiscal years. In 2013 and 2014, Council increased fees as outlined in the 2012 rate study. In 2015, at staff's recommendation, the Council did not increase rates (see red font in charts below).

Rates and fees were projected based upon operational expense, capital outlay and debt service. It was noted in the 2012 study that the proposed capital improvement plan was substantively identical to the plan adopted in 2010. Based on that information, the rates for the Town's water and wastewater, originally adopted in 2010, were sufficient to fund the Town's water and wastewater costs until 2015. The rate design assumed that the Town would fund all debt service through monthly water and wastewater rates. Thus, the rates were designed to ensure the water rates would cover the cost of service.

As part of the budget process the Town needs to determine what the best course of action is with regards to rates. The Town has two options:

Option 1: Increase rates that conform with the 2015 rates indicated in the chart below (see red font). Schedule notice of intent to increase rates and set public hearing as outlined in Exhibit A.

Option 2: Not increase rates and request a review of the operational expenses, capital outlay and debt service for each fund as well as an audit on long and short term projects in both water and wastewater funds. Based on the outcome of the review, the Town Council can move forward with a future action item to either increase rates based on the 2015 guidelines or issue a request for qualifications for a new water/wastewater rate study.

FINANCIAL IMPACT:

WATER RATES AND FEES

Monthly Volume Charges - Inside Municipality

Existing Rates	Effective Date					
Customer Category	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	Units
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.01	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.81	\$2.95	\$3.10	\$3.25	100 cubic feet

Monthly Volume Charges - Outside Municipality

	Effective Date					
Customer Category	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	Units
Under 10,000 gallons	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25	1,000 gallons
10,000 to 18,700 gallons	\$2.56	\$2.69	\$2.83	\$2.97	\$3.12	1,000 gallons
Over 18,700 gallons	\$4.55	\$4.77	\$5.01	\$5.26	\$5.53	1,000 gallons
Under 1,337 cubic feet	\$1.39	\$1.45	\$1.53	\$1.60	\$1.68	100 cubic feet
1,337 to 2,500 cubic feet	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	100 cubic feet
Over 2,500 cubic feet	\$3.40	\$3.57	\$3.75	\$3.94	\$4.14	100 cubic feet

Monthly Base Charges - Inside Municipality

	Effective Date				
Meter Sizes	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.10	\$141.86	\$148.95	\$156.40	\$164.22
3" Compound	\$216.18	\$226.99	\$238.34	\$250.25	\$262.77
3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13

6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56
8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.10	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.11	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.41	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,213.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,147.81	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

WASTEWATER RATES AND FEES

Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

Monthly Variable Charges per 100 Cubic Feet

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59
Commercial	\$2.70	\$2.97	\$3.27	\$3.43	\$3.60
Institutional	\$4.29	\$4.47	\$5.19	\$5.50	\$5.71
Outside Municipality (Residential)	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59

Monthly Base Charges

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Commercial	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Institutional	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45

Outside Municipality (Residential)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
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Commercial: Includes but not limited to office, multi-family, school, and government facilities.

Institutional: Includes but not limited to multi-bed, self-contained facilities with or without kitchen.

PRETREATMENT PROGRAM

Volume Charges per Excess Pound Treated

Customer Category	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Biochemical Oxygen Demand (BOD)	\$0.80	\$0.83	\$0.97	\$1.03	\$1.06
Suspended Solids (TSS)	\$0.56	\$0.58	\$0.69	\$0.72	\$0.75

STAFF RECOMMENDATION:

Staff recommends Council not move forward with the rate increases as programed in the Water and Wastewater and Long-Term Financial Plan adopted February 2012, and instead approve an internal review of the operational expenses, capital outlay and debt service for each fund as well as an audit on long and short term projects in both water and wastewater funds.

ATTACHMENTS:

Exhibit A - Schedule

EXHIBIT A

2016 Utility Rate Increase Calendar of Events

Date	Event
March 7, 2016	Declare Town Council's Intention to Increase Utility Rates and set a date for a Public Hearing-ARS §9-499.15
March 14, 2016	Notice of Intention to Increase Utility Rates and Fees Post on website -Must post 60 days in advance of approval or disapproval by the governing body.
April 1, 2016	Notification by utility mailer to all customers-Notice of Public Hearing
April 4, 2016	Notice of Intention to Newspaper
April 14, 2016	Publish Notice of Intention to Increase Utility Rates and date of Public Hearing A copy of the notice of intention showing the date, time and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than 20 days before the public hearing date. Post on Town website.
April 18, 2016	First Reading of Ordinance
May 2, 2016	Second Reading of Ordinance Hold Public Hearing After holding the public hearing, the Council may adopt, by ordinance or resolution, the proposed rate component, fee or service charge increase or any lesser increase.
May 16, 2016	Adopt Ordinance for Rate Increases Rates and fees become effective 30 days after adoption of the ordinance or resolution.
June 1, 2016	Notice on utility bills that rates will increase effective July 1, 2016.
July 1, 2016	Rates become effective

Authority: Arizona State Revised Statutes § 9-511.01 Water and wastewater business