Storm Water Fee Policy Manual

JULY 2019

HERRIMAN CITY

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1. INTRODUCTION

In 2018, Herriman City (the City) began exploring the possibility of creating a storm water utility to fund storm water operations, maintenance, and other activities associated with the Federal Clean Water Act and the City's Municipal Separate Storm Sewer System Permit (MS4 Permit). After a detailed analysis and public outreach and discussion, the City Council created the utility and adopted the fee.

The purpose of this policy manual is to define how the storm water utility fees will be set and administered. In the event of any conflict between this policy manual and the adoption ordinances, the ordinances shall govern.

Details regarding the technical analysis that underlies the established fee amount and fee structure are available in the latest edition of the Storm Water Utility Fee Analysis Report.

2. HOW DOES THE FEE BENEFIT THE COMMUNITY?

A storm water utility fee is similar to a water or sewer utility fee. It is paid by customers to cover the cost of operating, maintaining, and improving a storm water system and running a storm water program. It is structured so that customers pay in relation to their approximate share of system use. The storm water related services paid for by the fee include:

- Ongoing maintenance and cleaning of the storm water system elements;
- Non-Impact Fee-related storm water construction projects (rehabilitation, replacement, and new construction);
- Street Sweeping;
- Inspections of construction sites and private storm water management facilities intended to confirm that actions are being taken to reduce the potential for storm water pollution and that the storm drain system infrastructure is in good condition; and
- Regulatory Compliance (Clean Water Act).

These services are important because they help provide protection of life and property from flooding during large storm events. Proper storm water infrastructure is also key in extending the service life of roadways and protecting health and public safety (by maintaining and regulating water quality of discharge into public waters). However, most of the activities and money expended in operating the storm water program is associated with meeting regulatory requirements associated with the Federal Clean Water Act and the City's MS4 Permit.

As the City has transitioned from a small town to a medium-sized city, the City has been unable to fund a storm water program at a sufficient level to keep up with all needs and regulatory requirements. A 2018 regulatory audit identified numerous issues that were required to be corrected to avoid significant fines.

Funding required storm water management activities through this utility fee means that storm water management needs will not have to compete with other City services that are funded by the general fund. The fee is a defensible, fair, and sustainable method to fund the storm water management program. The fee is charged to all system users, whereas funding via taxes does not collect from tax exempt users, even when such users create relatively large demands on the storm water system.

3. STORM WATER UTILITY ORGANIZATION AND AUTHORITY

The storm water utility is owned and operated by the City under the ultimate authority of the City Council. Operations of the storm water utility and expenditures of the storm water fee are overseen by the City Engineer (and based on City Council approved budgets).

Key Storm Water Utility personnel are as follows:

- City Engineer
- Finance Director
- Storm Water Program Lead
- Billing Manager ("City Treasurer")
- Storm Water Fee Contact

For all storm water related questions, please contact the Storm Water Contact at (801) 446-5323.

4. DEFINITIONS

Key terms referenced in this Policy Manual are defined as follows:

- **90th Percentile Storm Event** – The storm depth which is not exceeded by 90 percent of all runoff-producing storm events (within the period of record analyzed). In other words, this is a very common, small storm event, and much smaller than the storm typically used to design storm water infrastructure in the City. In Herriman, the 90th percentile storm event is 0.6 inches.
- **100-year, 24-hour Storm Event** – This storm event is defined in the latest edition of the City Design Standards.
- **Account Number** – The number the City issues to each customer's utility/billing account.
- **Best Management Practice (BMP)** – Practices related to storm water systems and storm water program execution that reduce negative water quality impacts on receiving water bodies. There are BMPs for system maintenance, system protection during construction, system administration, etc. For the purpose of this manual, the term BMP has been broadened to include water quantity management as well (such as limiting peak discharge from a site or reducing the overall volume of water that runs off a property).
- **Billing Date** – The date the bill is sent from the City's billing system.
- **City Design Standards** – Typical City requirements for new and redevelopment projects and documented in the publication: *Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works Projects* (latest edition).
- **Credit** – This word has two uses in this manual.
    - 1. An approved reduction in a customer's normally calculated storm water fee for certain qualifying Credit Eligible BMPs.
    - 2. An "account credit", which is a utility account balance in the customer's favor. When this condition exists, future billings may be made against the account credit balance.
- **Credit Eligible Best Management Practice (BMP)** – While there are many BMPs, several specific BMPs have been identified that can provide a customer in the Customer Class 4 category the potential to be earn a credit (reduction) in the calculated storm water fee

associated with a specific site. These BMPs reduce City storm water system costs and help meet the City's storm water quality goals.

- **Customer** – Person or entity subject to a storm water fee.
- **Customer Class** – A class of customers that shares common characteristics of impervious area and are billed in the same way. The storm water fee includes several customer classes.
- **Detention Facility** – A system that provides temporary storage of storm water runoff with a designed release rate of the stored runoff over time to reduce the peak storm water discharge rate from a site and mitigate the property's impacts on the City's storm water system.
- **Dissolved Contaminants** – As storm water runs off a property, or is conveyed through the storm water system, it can pick up and convey dissolved contaminants. These can include Nitrogen or Phosphorus and many other dissolvable salts and chemicals. Traditional water quality devices do not have the ability to address these types of contaminants, which is one of the benefits of several of the LID storm treatment techniques identified in this manual.
- **Due Date** – The date the fee payment is due.
- **Equivalent Residential Unit (ERU)** – To standardize billing and allocate costs equitably among different customers (based on impervious area), the City has established an Equivalent Residential Unit (ERU) as the base billing unit. One ERU is equal to the average amount of impervious area found on a typical single-family residence, or 4,000 square feet.
- **Floatable Contaminants** – As storm water runs off a property, or is conveyed through the storm water system, it can pick up and convey floatable contaminants. Most commonly this include hydrocarbons, trash, and other floatable debris.
- **Governing Storm Event** – This storm event is defined in the latest edition of the City Design Standards or the current Storm Drain Master Plan, whichever is more recent.
- **Impervious Service Area (ISA)** – Land area covered by low- or non-porous surfaces through which storm water cannot directly and readily soak into the ground. These surfaces cause a reduced quality of runoff water and/or cause water to run off in greater quantities or at greater rates than would run off a natural, undeveloped surface. Examples include building roof tops, driveways, parking lots, storage areas, areas consisting of compacted, engineered materials (road base, crushed rock, etc.), and patios.
- **Infiltration** – Passage or movement of water into the soil.
- **Long Term Storm Water Maintenance Agreement** – An agreement executed by a customer and the City which defines the responsibilities of the customer with respect to owning, operating, and maintaining private storm water infrastructure as well as reporting to the City regarding those activities.
- **Low Impact Development (LID)** – With respect to storm water, LID is a system of practices that mimic a site's pre-development condition by infiltrating, filtering, evaporating, detaining, and reusing storm water runoff on the site where it is generated. LID practices result in less surface runoff and less pollution to streams, rivers, lakes, and other waterways.
- **Municipal Separate Storm Sewer System (MS4) Compliance** – MS4 stands for Municipal Separate Storm Sewer System. This refers to drainage systems that are not treated in a sewage treatment plant. Nearly all storm water systems in the western US (including the City's) fall into this category. The EPA sets standards for storm water runoff to reduce the discharge of pollutants from MS4s into surface waters such as rivers and streams. Utah

administers these regulations under primacy through the Department of Environmental Quality (DEQ), which administers Utah's MS4 Permits (including the permit governing the Herriman City storm water system). To maintain MS4 permit compliance, the City must create and follow a plan to adhere to storm water quality standards. Compliance includes litter prevention and cleanup, public education and involvement, regular water testing, code enforcement, and other pollution monitoring and prevention activities. The MS4 permit expires and is renewed every several years. Upon renewal the requirements of compliance are often adjusted.

- **Parcel** – The smallest separately segregated unit of land having an owner. A parcel has boundaries and surface area and has been assigned a property identification number by the Salt Lake County Assessor's Office.
- **Rate** – The charge applied to each ERU, which is the base billing unit for the fee. The schedule showing the rate for the current year is available in the City ordinances.
- **Retention Facility** – A system that stores storm water runoff and prevents the release of a certain volume of runoff to a surface water body. The water thus stored either infiltrates and becomes groundwater or evaporates, or both.
- **Runoff** – The part of storm water (precipitation) that runs off the land into streams or other surface water bodies.
- **Service Period** – The period of time that service was provided, which is covered by the bill.
- **Storm Water** – Rain and snowmelt.
- **Storm Water Program** – The collection of all City operations that are needed to successfully provide, maintain, and operate, and comply with regulations for the storm water system.
- **Storm Water System** – The system of City storm water collection, conveyance, storage, and treatment infrastructure maintained by the City to provide safe conveyance of runoff out of the City. This includes inlets, manholes, pipes, culverts, detention basins, water quality devices, etc.
- **Storm Water Utility** – The City organization that is responsible for collecting the storm water fee and using those funds to pay for costs associated with storm water management personnel, equipment, assets, asset management, inspections, and other work associated with meeting the goals and requirements of the City's storm water management plan and associated federal and state regulatory requirements.
- **Storm Water Utility Fee Analysis Report** – The report prepared to document the underlying technical analysis for establishment of a storm water utility and setting the appropriate fee. New versions of this document will be released from time to time as needed to keep the utility and fee up to date.
- **Total Suspended Solids (TSS)** – As storm water runs off of a property, or is conveyed through the storm water system, it can pick up and convey solids. The solids not dissolved into the water are the Total Suspended Solids. Typically, these are rock, dirt, and soil particles and are also known as sediment.
- **Vactoring** – The typical method of cleaning storm water infrastructure, especially inlets or catch basins, pipes, and water quality devices which have trapped TSS or Floatable Contaminants. It consists of vacuuming out sediment, debris, leaves, etc., with a vactor truck ("vacuum truck").

5. ENFORCEMENT

It should be noted that the storm water program has a significant enforcement arm to assist in meeting the City's storm water quality goals and regulatory requirements. The storm water fee covers the day-to-day costs of this enforcement. However, the fines associated with violations issued by City staff and some of the inspection costs for construction period monitoring are addressed separately from the storm water fee.

For information regarding fines for City storm water code violations, see current adopted City code.

6. FEE STRUCTURE

The Storm Water Utility Fee is structured for four billing customer types, which are:

- Class 1: Single Family Residential,
- Class 2: Multi-Family Residential (Townhomes and Duplexes),
- Class 3: Multi-Family Residential (Stacked Housing / Condominiums), and
- Class 4: Institutional / Commercial / Apartments / Industrial.

The fee structures for each of these customer types are based on a common base billing unit called an Equivalent Residential Unit (ERU), which allows each bill to be based on the amount of storm water runoff generated on a site and a proportionate share of the costs to fund the storm water program regulatory requirements associated with the storm water facilities located within all public streets located in Herriman.

The fee structure also includes a provision for those in Customer Class 4 to earn various credits to further provide for equity in special circumstances and needs.

Undeveloped properties are not subject to a storm water fee.

6.1 Equivalent Residential Units

Because runoff to the storm water system comes principally from impervious areas, impervious area is considered an adequate analogous measurement to the volume of runoff a particular property contributes to the storm water system. Therefore, impervious area is the basis of the Storm Water Fee. However, billing a Storm Water Fee per square foot of impervious area is impractical. Therefore, to create a convenient unit around which the Storm Water Fee can be billed, an Equivalent Residential Unit (ERU) has been set at the amount of contribution to the storm water system (i.e. the amount of impervious area) of a typical single family residence. This is the typical approach used for billing for storm water services in the industry.

In the detailed analysis described in the Storm Water Utility Fee Analysis Report, approximately 8,000 developed single family residence properties were analyzed for impervious area. The average impervious area per property was determined to be 4,000 square feet. Therefore, the value of an ERU is 4,000 square feet of impervious surface area.

Each customer is assigned a number of ERUs that approximately represents the impact his site has on the storm water system. Each ERU is charged at the same rate each month. The total monthly fee for each customer is based on this rate, the number of ERUs associated with the site, and any credits for which he has been approved.

6.2 Customer Class 1: Single Family Residential

This class of customer includes all customers with a single residential structure designed for a single family.

All Class 1 customers will be assessed 1 ERU.

No credits/reductions are available for Class 1 customers.

6.3 Customer Class 2: Multi-Family Residential (Townhomes and Duplexes)

This class of customer is associated with residential dwellings that generally connect to adjoining units but where a single family would occupy an area represented by a 2-dimensional footprint, not stacked on multiple levels. The dwellings are separate pieces of real property. In the City, the main type of dwelling in this class is a townhome, but dwellings like duplexes are also included.

The detailed analysis described in the Storm Water Utility Fee Analysis Report indicated that the average Class 2 dwelling's use of the storm water system to be approximately equal to 0.7 ERUs. Therefore, all Class 2 Customer accounts will be assessed 0.7 ERUs.

No credits/reductions are available for Class 2 customers.

6.4 Customer Class 3: Multi-Family Residential (Stacked Housing / Condominiums)

This class of customer is associated with residential dwellings that are contiguous with other dwellings but where single families live on multiple stories or levels. The dwellings are separate pieces of real property. In the City, the main type of dwelling in this class is the condominium.

The detailed analysis described in the Storm Water Utility Fee Analysis Report indicated that the average Class 3 dwelling's use of the storm water system to be approximately equal to 0.6 ERUs. Therefore, all Class 3 customers will be assessed 0.6 ERUs.

No credits/reductions are available for Class 2 customers.

6.5 Customer Class 4: Institutional / Commercial / Apartments / Industrial

This class of customer includes all other types of properties such as commercial and industrial businesses, government buildings, apartment complexes, churches, schools, factories, parks, etc. These properties vary significantly in size and in the amount of associated impervious area. Because of the great variation seen within this customer class, the user fee for each Class 4 customer will be based on an individual analysis of impervious area, from which the number of ERUs to be billed will be determined.

ERUs calculated for each individual property based on impervious surface area (ISA). The formula for determining the number of ERUs for each property is as follows:

Class 4 Formula:

$$\frac{Property\ SF\ ISA}{4{,}000\ SF\ ISA\ per\ ERU} = Account\ ERUs$$

Class 4 Example Calculation:

$$\frac{103{,}700\ SF\ ISA}{4{,}000\ SF\ ISA\ per\ ERU} = 25.9\ ERUs$$

Notes
ISA = "Impervious Surface Area"

Formula results should be rounded to the nearest tenth of an ERU to facilitate consistent administration, and shall not be less than 1 ERU

Class 4 customers may be eligible for storm water fee credits. The minimum number of ERUs for a Class 4 customer is 1 ERU.

6.6 Storm Water Fee Credits

In some cases, Class 4 customers may engage in practices and activities that assist the City meet its storm water goals and reduce the City's storm water system costs. These types of practices and activities, (i.e. Credit Eligible Best Management Practices (BMPs)) are beneficial because they either reduce the quantity of water entering the City storm water system or they improve the quality of water entering the City storm water system. Because some customers do, and some do not, engage in these types of activities, and to provide equity between customers, a credit program has been adopted. This program allows a billing credit to be applied for approved practices and improvements which reduce negative impacts to storm water quantity or quality.

To determine the level of credit that can be made available, an analysis of the storm water program has been conducted. That analysis found that approximately 50% of the cost of the overall storm water program is associated with:

- Providing storm water service to public right of ways and similar areas; and
- Administering the program (including monitoring and regulating private systems within the City).

Neither the scope, cost, nor extents of these two activities can be alleviated by customer behavior. Therefore, 50% of the storm water fee is ineligible for reduction by storm water fee credit and the maximum allowable credit is set at a 50% reduction of a customer's calculated fee.

Additional analysis of the budget has determined that approximately half of this maximum credit is attributable to reductions in water quantity, and half of this allowable credit is attributable to improvements in water quality. Therefore, the maximum allowable water quantity credit is 25 percent and the maximum allowable water quality credit is 25 percent as well.

The list of Credit Eligible BMPs, application, requirements, and other policies related to the credit program are described in detail in Section 10 of this manual.

6.7 Fee Calculation

Billing rates for each customer will be determined as:

Customer Class 1, 2, 3 Formula:

$$Monthly\ Fee = (Customer\ ERUs) \times (Rate)$$

Example: Single Family Home

$$Monthly\ Fee = (1.0\ ERU) \times (\$7.00\ per\ ERU) = \$7.00$$

Example: Townhome

$$Monthly\ Fee = (0.7\ ERU) \times (\$7.00\ per\ ERU) = \$4.90$$

Example: Condominium

$$Monthly\ Fee = (0.6\ ERU) \times (\$7.00\ per\ ERU) = \$4.20$$

Customer Class 4 Formula:

$$Monthly\ Fee = (Customer\ ERUs) \times (Rate) \times (100\% - Approved\ Quantity\ Credit - Approved\ Quality\ Credit)$$

Example: Class 4 customer determined to have 12.0 ERUs and approved for a 19% Quantity Credit, but no Quality Credit

$$Monthly\ Fee = (12.0\ ERUs) \times (\$7.00\ per\ ERU) \times (100\% - 19\%\ Approved\ Quantity\ Credit - 0\%\ Approved\ Quality\ Credit) = \$68.04$$

Note:
The Rate used in the examples above is $7.00 per ERU. The Rate may change from time to time. The rate used in actual fee calculations will be in accordance with the most recent City Council-approved Rate Schedule.

7. FEE DETERMINATION PROCEDURES FOR NEW CONSTRUCTION

New construction will be assigned a customer type and number of ERUs prior to approval of final the engineering site plans for that development.

For Class 4 customers, Impervious Surface Area (ISA) calculations must be performed by the design engineer and submitted as part of the development plan review submittal. A map or plan showing proposed groundcover types and their respective areas must also be provided. After construction is complete, the "as-built" impervious area actually constructed may be subject to verification/correction by the City.

Also, it is encouraged that design engineers submit credit applications (per the requirements outlined in Section 10) during the plan review process. Applications will not be approved until actual Credit Eligible BMPs are in place, but early applications help ensure credit requirements are considered and met during the design and construction phase.

8. FEE DETERMINATION PROCEDURES FOR EXISTING PROPERTIES

Existing development will be assigned a customer type by City staff with the associated number of ERUs per the definitions of each customer class and based on available City information (including impervious area mapping).

For Class 4 customers, the City will not automatically apply any credits to any accounts. It is the customer's responsibility to apply for any credits for which he or she feels qualified and to provide BMP design calculations, photographs, design drawings, etc, to support the credit request. See Section 10.1, General Credit Policies for additional details regarding credits, including policies related to credit applications near the initial rollout of the storm water fee.

9. ADJUSTMENT/APPEALS PROCESS

9.1 Adjustments due to property changes

Any Class 4 customer who has made adjustments to the amount of impervious area on his property, may contact the City Storm Water Fee Contact (see Section 3) to request an adjustment to his Storm Water Fee. The customer must provide the same information required of new construction (see Section 7) to determine the number of ERUs now associated with the property.

9.2 Appeals of Previous Storm Water Fee Determinations

Any Class 4 customer who believes an error has been made in calculating the Storm Water Fee for a specific site should contact the City Storm Water Fee Contact (see Section 3) for an explanation of the fee. If that explanation is unsatisfactory, the customer may file a formal written appeal via the process described in the current adopted storm water fee ordinance (Title 12, Chapter 7).

9.3 Appeals of Credit Approval Decisions

Any Class 4 customer who believes an error has been made in the determination of credit eligibility should contact the City Storm Water Fee Contact (see Section 3) for an explanation of the decision. It is the responsibility of the customer that is requesting a credit to provide all information needed by City staff to review the request and compute the credit (i.e., BMP design calculations, drawings, photographs, maintenance contracts, site areas served by each BMP, etc.). City staff members may visit a site to field verify the existence and condition of existing BMPs. If the provided explanation is unsatisfactory, the customer may file a formal written appeal to the Storm Water Program Lead.

The process from this point for appealing credit approval decisions is the same as described above in Section 9.2 for appealing storm water fee determinations.

10. CREDIT PROGRAM

To enhance equity in revenue collection for special circumstances as described above in Section 6.6, credit can be approved for the following credit eligible BMPs:

- Customer Owned and Maintained Detention / Full Retention of Governing Storm
- Customer Owned and Maintained 90th Percentile Storm Retention
- Customer Owned and Maintained LID Storm Treatment
- Customer Owned and Maintained Treatment of 2-Year Storm
- Additional Customer Conducted Maintenance
- Training / Education

The value of each of these credits, along with minimum performance requirements, application procedures, etc. are described in the following sections.

10.1 Credit Program General Policies

The following general polices are applicable to all applications for credit, regardless of which credit eligible BMPs are being considered.

- Only Class 4 customers are eligible to receive credit. However, if Home Owners Associations (HOAs) representing Class 2 or Class 3 customers wish to take on liability for the storm water fee (Class 2 and 3 liability typically rests with each home), by election of the HOA board, the community can request to be converted to a Class 4 customer in order to be eligible for credit. At that point, determination of storm water fees as a Class 4 customer will be determined in accordance with Section 8 of this manual. Conversion to Class 4 will only be allowed for HOAs that have a long term storm water maintenance agreement in place. Once converted to Class 4, the conversion will be permanent.
- Credit approvals are dependent upon meeting all eligibility requirements defined in this manual. No credit will be given for partially meeting eligibility requirements.

- It is the responsibility of the customer (or his designee) to apply for credit and provide the necessary supporting information/documentation along with the application.
- BMPs for which credits are applied, must be installed, begun, or otherwise in proper operating condition before credit applications can be approved.
    - Applications may be (and are encourage to be) submitted prior to construction of facilities or implementation of programs to receive feedback from the City. However, such applications will be held until BMPs are in place and verified.
- Customers may qualify for multiple credits inasmuch as the property is eligible. However, the maximum achievable aggregate credit for quantity improvements is 25% and the maximum achievable aggregate credit quality improvements is 25% (see Section 6.6).
- Unless expressly sated otherwise, credits are provided proportionally to the amount of customer's Impervious Surface Area (ISA) served by the respective Credit Eligible BMP.
- No credits will be applied to storm water fees accrued in, or prior to, the billing cycle in which a completed application is received (even if the customer could have qualified). Approved credits will be applied to the billing cycle following the billing cycle in which a completed application is received. Fees paid for billing cycles after the cycle in which the application is submitted, are eligible for a refund. However, all refunds will take the form of an account credit.
    - Rollout Exception: Credits can back date to the effective date of the fee within the first calendar year of the fee being implemented. This will provide time for existing customers that are eligible for credits to become aware of the credits, gather supporting documentation, and submit a credit application for review.
    - Note: Applications for credit may take up to 20 business days or longer to process. During application processing, customers are required to remain current with existing and ongoing billing.
- Credit approvals will remain in effect as long as:
    - The customer remains compliant with requirements of the approved credit eligible BMPs;
    - The customer remains responsible for all costs of operation, maintenance, and execution of the approved credit eligible BMPs;
    - The customer maintains the credit related facilities such that they continues to meet performance standards (if applicable);
    - The City is given access to credit related facilities (if applicable); and
    - The City continues to receive required reporting paperwork (if applicable).
- Credits are transferrable to new property owners as long as the respective long term storm water maintenance agreement remains in effect and the new owner continues to properly comply with the terms of the credits.

For questions regarding the credit program, contact the Storm Water Fee Contact (see Section 3).

10.1.1 Ownership Requirements

All facilities, activities, and practices on which a credit is based, must be owned, maintained, operated, and provided (either on-site or by agreement) by the customer applying for credit.

Facilities constructed and then surrendered to the City or another party for ongoing ownership and maintenance are not eligible for credit against storm water fees.

In the event that the storm water facility is not located on the property, the applicant must provide a copy of an agreement between the customer and the owner of the off-site facility stating that the customer is responsible for maintaining all or a portion of the facility and that the owner understands that the customer will receive the Storm Water Fee credit for the facility. In addition, the owner of the off-site parcel should provide a letter to the County Engineer indicating that he/she is in agreement with the information contained in the application.

10.1.2 Application Procedures

To apply for a credit, a customer must:

- Complete and sign a credit application form;
- Provide all supporting documentation for each applied for credit; and
- Pay the application fee.

The City's decision regarding credit value and credit approval is final unless overturned by appeal in accordance with the appeal process described in Section 9.

10.1.3 Credit Application

To apply for credit, the customer (or designee) must complete a credit application form (form is in Appendix A of this Policy Manual) and submit it to the City along with any supporting documentation. City staff will only review complete credit applications. Incomplete packages will not be considered and will be returned to the customer for correction or revision. Although City staff is happy to answer questions, they are not responsible for initiating applications, performing engineering calculations, or otherwise assisting with the preparation of credit applications.

The ways to submit an application (with the fee and supporting documentation) for a credit program are as follows:

- Email
    - Email completed application and supporting documentation to engineering@herriman.org.
    - Call the Storm Water Fee Contact at (801) 446-5323 to pay the application fee over the phone by credit card.
- Via US Mail
    - Mail completed application, supporting documentation, and application fee to:

      Attn: Storm Water Fee Contact
      Engineering Department
      5355 West Herriman Main Street
      Herriman, UT 84096

- Via Drop Off
    - Drop off completed application, supporting documentation, and application fee to:

      Attn: Storm Water Fee Contact
      Engineering Department
      5355 West Herriman Main Street
      Herriman, UT 84096

Upon submittal of the application, the City will review the documentation provided, respond with questions as needed, and inspect relevant facilities, as needed. Processing of applications will typically take 20 business days but may be longer in some circumstances (e.g. very large, complex sites).

After the full processing of the application, the Storm Water Program Lead, will respond to the application by sending a letter to the address on the application with the application decision. Approved credit will be processed and reflected in the account balance automatically.

10.1.4 Supporting Documentation

Each credit requires specific supporting documentation. (See credit definitions and requirements below in Section 10.3 for details). Applications will not be processed unless the required supporting documentation is included.

10.1.5 Application Fee

The applicant is subject to an application and processing fee of $4 per ERU with a $40 minimum.

Application Fee Formula:

$$Application\ Fee = Maximum\left\{\begin{matrix}\$40\\(Customer\ ERUs) \times (\$4\ per\ ERU)\end{matrix}\right\}$$

Example: Class 4 customer determined to have 12.0 ERUs

$$Application\ Fee = Maximum\left\{\begin{matrix}\$40\\(12.0\ ERUs) \times (\$4\ per\ ERU)\end{matrix}\right\} = \$48$$

Note:
If the credit awarded was 19% and the current Rate was $7.00 ERU, the customer would save 19% off of his regular billing each month ($15.96 monthly savings for a 12.0 ERU customer). At this rate, it would take the customer 3 months to recover the cost of the application fee.

The application fee must be made by check or money order.

10.2 Credits and Credit Requirements

The available credits, along with their value, design and performance requirements, maintenance requirements, and the supplemental documentation required for each are described as follows. Each credit is also subject to the credit program general policies described above.

10.2.1 Customer Owned and Maintained Detention / Full Retention Credit

The Detention / Full Retention Credit is available to customers who own and maintain detention or retention facilities instead of discharging storm water directly into the City system. When customers have these types of private facilities, the City downstream infrastructure can often be sized smaller than would have otherwise been required. This results in a reduction in costs. For

retention, there are also water quality benefits as all runoff from the property is infiltrated to the ground.

There are two possible BMPs associated with this credit:

- **Detention**—The Detention BMP is facilities that reduce peak runoff from the governing storm event to the level of restriction identified in the City's Storm Water Master Plan.
- **Full Retention**—The Full Retention BMP is facilities that have no direct reliance upon the wider City storm water system because they retain onsite the largest of the City standard design storms (100-year, 24-hour storm as defined in the City Design Standards).

Credit Value

- For **Detention**, the credit value is 19% (quantity) for the share of Impervious Service Area (ISA) served by the detention basin.
- For **Full Retention**, the credit value is 50% (25% quantity, 25% quality) for the share of ISA served by the retention basin.
- Typically, a customer will qualify for either Detention or Retention. However, it may be possible that one portion of the property is served by retention and another portion of the property by detention. In that case, the respective credits will be applied to the respective shares of ISA served.

Design/Performance Requirements

- Property must discharge to a customer owned, maintained, and operated storm water detention (or retention) facility.
- Must perform in accordance with City design standards as published in the current edition of Herriman City Development Standards.
- For **Detention**, these requirements include but are not limited to:
    - Detention BMP must reduce the peak discharge in the governing storm event to no more than the maximum allowable release as defined for that area in the City's current edition of the Storm Water Master Plan.
    - Detention BMP must include a low flow bypass system.
- For **Full Retention**, these requirements include but are not limited to:
    - Retention BMP must fully retain no less than 100% of the 100-year, 24-hour design storm event runoff as defined in the latest edition of the City Design Standards.
    - Retention must include an emergency overflow per City Design Standards.
- The applicant must provide sufficient technical justification for meeting the above criteria along with the application.

Maintenance Requirements

- This credit requires the execution of a long term storm water maintenance agreement with the City. A copy of the standard agreement is included in Appendix B. All ongoing maintenance activities shall be documented in the Annual Maintenance Report as required in the agreement.
- In order for storm water retention and detention facilities to operate as they were intended, maintenance must be routinely performed. Improperly maintained storm water facilities do not reduce storm water runoff impacts effectively and are therefore ineligible for credit. The following items are the basic minimum maintenance requirements for all applicable storm water facilities:
    - Sediment shall be removed when 20% of the facility's storage volume is filled.
    - Sediment traps shall be cleaned out when filled.
    - No woody vegetation shall be allowed to grow on the embankment of open basins without special design provisions.
    - Debris shall be removed from blocking inlet and outlet structures and from other areas of potential clogging (i.e. weirs, pipes, grates, etc.), especially after major storms. Extended detention control devices should be checked often for debris accumulation and clogging.
    - Control structures shall remain unaltered and be kept structurally intact, free from erosion, and functioning as originally designed.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify that the BMP meets the credit requirements. This includes the following supporting documentation:

- Site Map showing the property and the location of the BMP, buildings, other storm water facilities, etc.
- Hydrologic calculations demonstrating the BMP's effectiveness at meeting performance requirements.
- All engineering calculations and drawings shall be prepared, sealed, and stamped by a registered professional engineer qualified to design storm water management facilities.

10.2.2 Customer Owned and Maintained 90th Percentile Storm Retention

This credit is available to customers who own and maintain facilities which retain and infiltrate, evapotranspire, evaporate, or put to beneficial use the runoff from the 90th percentile storm. Customers who implement this type of facility decrease the total volume of water discharging to the City system because small storm runoff is kept on site.

Credit Value

- The credit value is 6% for the share of ISA served by the retention facility.
- It is common that customers who qualify for this credit will also qualify for the LID Storm Treatment Credit.

Design/Performance Requirements

- Property must discharge to a customer owned, maintained, and operated storm water retention facility

- The Facility must perform in accordance with City design standards as published in the current edition of Herriman City Development Standards. These requirements include but are not limited to:
    - Retention BMP must fully retain no less than the runoff volume generated by the 90th percentile storm for all portions of the ISA served by the BMP.
    - BMP must include an overflow bypass for storms greater than the 90th percentile storm in accordance with city standards.
- The applicant must provide sufficient technical justification for meeting the above criteria along with the application.

Maintenance Requirements

- This credit requires the execution of a long term storm water maintenance agreement with the City. A copy of the standard agreement is included in Appendix B. All ongoing maintenance activities shall be documented in the Annual Maintenance Report as required in the agreement.
- In order for storm water retention facilities to operate as they were intended, maintenance must be routinely performed. Improperly maintained storm water facilities do not reduce storm water runoff impacts effectively and are therefore ineligible for credit. The following items are the basic minimum maintenance requirements for all applicable storm water facilities:
    - Sediment shall be removed when 20% of the facility's storage volume is filled.
    - Sediment traps shall be cleaned out when filled.
    - No woody vegetation shall be allowed to grow on the embankment of open basins without special design provisions.
    - Debris shall be removed from blocking inlet and outlet structures and from other areas of potential clogging (i.e. weirs, pipes, grates, etc.), especially after major storms. Extended detention control devices should be checked often for debris accumulation and clogging.
    - Control structures shall remain unaltered and be kept structurally intact, free from erosion, and functioning as originally designed.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify that the BMP meets the credit requirements. This includes the following supporting documentation:

- Site Map showing the property and the location of the BMP, buildings, other storm water facilities, and upstream drainage basins etc.
- Hydrologic calculations demonstrating the BMP's effectiveness at meeting performance requirements.
- All engineering calculations and drawings shall be prepared, sealed, and stamped by a registered professional engineer qualified to design storm water management facilities.

10.2.3 Customer Owned and Maintained LID Storm Treatment

This credit is available to customers who own and maintain facilities which treat or retain and infiltrate, evapotranspire, evaporate, or put to beneficial use the runoff from the 90th percentile storm using an approved LID method. Customers who implement this type of facility treat a majority of storms' runoff onsite, thereby providing a water quality benefit to the system.

There are several approved BMPs that can qualify for this credit. Descriptions of each of these BMPs and supporting engineering and maintenance direction are available in the Utah Department of Environmental Quality's *A Guide to Low Impact Development in Utah (2018)*.

- Rain Gardens
- Bioretention Cells
- Bioswales
- Vegetated Strips
- Tree Box Filters
- Green Roof
- Pervious Concrete/Paving
- Infiltration Trench
- Dry Well
- Underground Infiltration Galleries
- Rain Harvesting (2,000 gallon minimum storage required). (Note that this BMP, under current Utah State Statute, requires the customer to register with the Department of Water Rights.)
- Other LID Storm Treatment LIDs (Must be approved by City Engineer)

Credit Value

- The credit value is 12% (quality) for the share of ISA served by the LID facility.
- It is common that customers who qualify for this credit will also qualify for the 90th Percentile Storm Retention Credit.

Design/Performance Requirements

- Property must discharge to a customer owned, maintained, and operated LID storm water facility.
- The Facility must perform in accordance with City design standards as published in the current edition of Herriman City Development Standards. These requirements include but are not limited to:
    - LID BMP must be an approved LID BMP from Appendix C of the Utah Department of Environmental Quality's A Guide to Low Impact Development in Utah (2018). See list of approved BMPs above.
    - LID BMP must fully treat the 90th percentile storm for all portions of the ISA being served by the BMP.

  - LID BMP must have an overflow bypass for storms greater than the 90th percentile storm in accordance with City Standards.

- The applicant must provide sufficient technical justification for meeting the above criteria along with the application.

Maintenance Requirements

- This credit requires the execution of a long term storm water maintenance agreement with the City. A copy of the standard agreement is included in Appendix B. All related maintenance activities shall be documented in the Annual Maintenance Report as required in the agreement.
- In order for LID facilities to operate as intended, maintenance must be routinely performed. Improperly maintained storm water facilities do not reduce storm water runoff impacts effectively and are therefore ineligible for credit. The following items are guidelines related to maintenance requirements for LID BMPs:
  - LID Maintenance is specific to the type of LID installed. Maintenance requirements for each approved LID BMP are described in Appendix C of the Utah Department of Environmental Quality's *A Guide to Low Impact Development in Utah (2018)*.
  - LID facilities shall remain unaltered and be kept structurally intact, free from erosion, and functioning as originally designed.
  - The City may add additional site-specific minimum maintenance requirements. These requirements may be added as an addendum to the long term storm water maintenance agreement.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify that the facility meets the credit requirements. This includes the following supporting documentation:

- Site Map showing the property and the location of the BMP, buildings, other storm water facilities, etc.
- Hydrologic calculations demonstrating the BMP's effectiveness at meeting performance requirements.
- All engineering calculations and drawings shall be prepared, sealed, and stamped by a registered professional engineer qualified to design storm water management facilities.

10.2.4 Customer Owned and Maintained Treatment of 2-Year Storm

This credit is available to customers who own and maintain treatment facilities which dynamically treat peak runoff from the controlling 2-year storm event (without washout during the 100-year storm event) instead of sending untreated runoff into the City system. When customers have these types of facilities, the overall water quality within (and leaving) the City system is improved.

There are two possible BMPs associated with this credit.

- **TSS Removal** – The facility has the ability to remove at least 80% of Total Suspended Solids (TSS).

- **Floatables Removal** – The facility has the ability to remove 100% of floatable contaminants (trash, hydrocarbons, etc.)
- Some types of typical water quality facilities can accomplish both BMPs in the same device and some cannot. Justification of anticipated performance is required.

Credit Value

- For **TSS Removal**, the credit value is 10% (quality) for the share of ISA served by the facility.
- For **Floatables Removal**, the credit value is 15% (quality) for the share of ISA served by the facility.
- It is common that customers will be able to qualify for both TSS Removal and Floatables Removal.

Design/Performance Requirements

- Property must discharge to a customer owned, maintained, and operated LID storm water facility.
- The Facility must perform in accordance with City design standards as published in the current edition of Herriman City Development Standards.
- For **TSS Removal**, these requirements include but are not limited to:
    - Treatment capacity that meets or exceeds the peak runoff from the 2-year design storm event.
    - Minimum of 80% removal of TSS in the 2-year design storm event.
    - Pass peak runoff from the 100-year design storm event condition without flushout of stored contaminants.
- For **Floatables Removal**, these requirements include but are not limited to:
    - Treatment capacity that meets or exceeds the peak runoff from the 2-year design storm event.
    - 100% removal of Floatables in the 2-year design storm event.
    - Pass peak runoff from the 100-year design storm event condition without flushout of stored contaminants.
- The applicant must provide sufficient technical justification for meeting the above criteria along with the application.

Maintenance Requirements

- This credit requires the execution of a long term storm water maintenance agreement with the City. A copy of the standard agreement is included in Appendix B. All related maintenance activities shall be documented in the Annual Maintenance Report as required in the agreement.
- In order for treatment facilities to operate as intended, maintenance must be routinely performed. Improperly maintained storm water facilities do not reduce storm water runoff impacts effectively and are therefore ineligible for credit. The maintenance and monitoring activities required by the agreement are critical to the proper function of the

BMPs. Treatment facilities shall remain unaltered and be kept structurally intact, free from erosion, and functioning as originally designed.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify that the facility meets the credit requirements. This includes the following supporting documentation:

- Site Map showing the property and the location of the BMP, buildings, other storm water facilities, etc.
- Hydrologic and other calculations demonstrating the BMP's effectiveness at meeting performance requirements.
- All engineering calculations and drawings shall be prepared, sealed, and stamped by a registered professional engineer qualified to design storm water management facilities.
- Technical information from the supplier of any structural BMP that provides information on the design process and effectiveness of the unit.

10.2.5 Additional Customer Conducted Maintenance

This credit is available to customers who perform additional maintenance on customer owned, maintained, and operated facilities which improves the quality of storm water discharges into the City system. This maintenance cannot be related to facilities for which a separate credit is already given.

There are two possible BMPs associated with this credit.

- **Semi-Annual Catch Basin Vactoring** – The catch basin vactoring BMP applies only to customers having more than 5 catch basins, all of which are cleaned out at least twice per year. Customers with fewer than 5 catch basins are ineligible to qualify for credit based on this BMP. Vactoring must be documented and submitted annually as part of the Annual Maintenance Report required in the long term storm water maintenance agreement.
- **Semi-Annual Parking Lot/Street Sweeping** – The parking lot / Street Sweeping BMP applies only to customers that sweep all parking lot and street areas within the property. Those without customer owned parking lots or streets are ineligible to qualify for credit based on this BMP. Driveways do not qualify as parking lot or street. Sweeping must be documented and submitted annually as part of the Annual Maintenance Report required in the long term storm water maintenance agreement.

Credit Value

- For **Semi-Annual Catch Basin Vactoring**, the credit value is 10% (quality) for the customer. This credit is not pro-rated by share of ISA. The credit will be applied to 100% of customer ISA if all basins are vactored. No credit will be given if any less than all customer catch basins are vactored.
- For **Semi-Annual Parking Lot/Street Sweeping**, the credit value is 9% (quality) for the customer. This credit is not pro-rated by share of ISA. The credit will be applied to 100% of customer ISA if all streets and parking areas are swept. No credit will be given if any less than all customer streets and parking areas are swept.

Design/Performance Requirements

- Property must discharge to the City storm water system.

- Customer conducted maintenance must be conducted at least semi-annually.

Maintenance Requirements

- This credit requires the execution of a long term storm water maintenance agreement with the City. A copy of the standard agreement is included in Appendix B. All related maintenance activities shall be documented in the Annual Maintenance Report as required in the agreement.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify that the facility meets the credit requirements. This includes the following supporting documentation:

- Site Map showing the property and the location of the streets and parking areas, catch basins, buildings, other storm water facilities, etc.
- Contract for vactoring and/or sweeping services, invoice, or other positive verification that the initial instance of the BMP activity has taken place.

10.2.6 Training / Education

This credit is available to customers who provide, sponsor, and conduct training or education that helps meet City water quality goals today, and in the future. As part of the City's MS4 Permit requirements, "The [City] shall implement a public education and outreach program to promote behavior change by the public to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges." (Section 4.2.1 of the 2018 Draft MS4 Permit)

There are two possible BMPs associated with this credit.

- **K-12 Storm Water Education** – This credit is available to customers who provide to public or private elementary and secondary school students a regular and continuing program of education concentrated on stewardship of our water resources and minimization of water quality impacts associated with pollutants in storm water runoff and illicit discharges. At least 70 percent of the grade levels across the school must receive the educational program to qualify for this credit.
- **Annual Storm Water Training of Facilities Personnel** – This credit is available to customers who provide and document annual storm water training of at least 75 percent of facilities personnel with the goal of minimizing water quality impacts associated with pollutants in storm water runoff and illicit discharges.

Credit Value

- For **K-12 Storm Water Education**, the credit value is 10% (quality) for the customer. This credit is not pro-rated by share of ISA. The credit will be applied to 100% of customer ISA if the requirements of this BMP are met.
- For **Annual Storm Water Training of Facilities Personnel**, the credit value is 10% (quality) for the customer. This credit is not pro-rated by share of ISA. The credit will be applied to 100% of customer ISA if the requirements of this BMP are met.
- While it is expected that most qualifying customers will qualify for only one of the BMPs above, it is possible to qualify for both. For example, a school may provide an educational curriculum to the students and also train its facilities personnel. Another example might be a commercial customer who both trains his own facilities personnel and also sponsors

an educational curriculum for students at a nearby school. It is also possible for several customers to team together to sponsor an education curriculum (or field trip) for students at a nearby school provided that the effort of each applicant justifies the awarding of a credit (at the sole discretion and opinion of the Storm Water Program Lead).

Design/Performance Requirements

- For both BMPs, the focus of the education/training must assist in meeting the City's water quality and regulatory goals of minimizing adverse water quality impacts associated with illicit discharges and improper disposal of waste. Education/training must be conducted on an annual basis. Education/training must be targeted for the receiving audience. Creativity in qualifying for this credit is encouraged so that the effort will meet the size, scope, and reach of both the customer and the target audience. As part of the application process, submit a plan of how the applicant intends to meet the intent of these credit eligible BMPs.
- For **K-12 Storm Water Education**, the educational program may include classroom lessons, an assembly presentation, field trips, etc. Programs must have a reasonable probability of being effective at conveying the target messages (e.g. producing a flyer to post or send home with children is not alone, a sufficient effort to qualify for this credit). Programs may be developed by the Utah DEQ, Salt Lake County, Utah DNR, or a school official, etc. Some resources and example materials can be found at:
    - https://stormwatercoalition.org/educators-and-students
- For **Annual Storm Water Training of Facilities Personnel**, the training program may include a guest presentation, self-directed online training, or included in a wider training program (as appropriate for the type of activities taking place on the property). For additional information regarding training opportunities and materials, applicants may contact the Storm Water Fee Contact.

Maintenance Requirements

- This credit is not associated with any maintenance requirements. However, ongoing documentation of continued fulfillment of credit requirements is required. Documentation (including a plan and an attendance roster) must be provided to the City.

Supporting Documentation Required for Application

Credit applications for this credit must include sufficient information to verify how the applicant intends to fulfill the intent of these credit eligible BMPs. This includes the following supporting documentation:

- A written plan outlining to whom will be provided education/training, who will conduct the education/training, what principles will be emphasized, what curriculum and materials will be utilized, how reporting of the education/training will take place, how often the education/training will be conducted, who will conduct the education/training, and other similar details.
- After the plan is approved and the education / training conducted, an attendance roster must be submitted to the Storm Water Fee Contact upon completion of each round of training / education.

11. BILLING AND PAYMENT

The Storm water fee will be billed as an additional line item on customers' existing City monthly utility bills (water, parks). Remitted payments will be applied to the parks fee first, the storm water fee second, and the culinary water charge last.

Policies and procedures related to payment method, late and returned payments, collections, etc. match the City's overall billing procedures and policies. For additional information on these procedures, see the most current edition of the City's Billing and Enforcement Provisions.

For questions regarding your storm water fee, please contact the Storm Water Fee Contact (see Section 3).

12. UPDATING THE FEE

The storm water utility fee is a fixed fee per ERU (less credits) as outlined in this manual. This fixed fee per ERU may be adjusted from time to time to keep up with changing storm water utility costs, growth, inflation, or other factors. The fee is defined in the storm water fee rate schedule in the current, adopted City Code. For this rate schedule to be changed (if increasing), the typical public process for utility fee increases must be followed.

It is recommended that the Storm Water Utility Administrators continually monitor costs and fee revenues and consider updating the fee every 3-5 years or as needed.

APPENDIX A: CREDIT APPLICATION FORM

STORM WATER FEE CREDIT APPLICATION

1. APPLICANT INFORMATION:

Owner Name | Phone | Account Number from Bill

Physical Address | City, State, Zip

Mailing Address (if different from physical address) | City, State, Zip

2. CONTACT PERSON INFORMATION:

Last Name | First | Middle | Phone | Email

3. REQUIRED DOCUMENTATION / APPLICATION FEE:

☐ If the credit associated with storm water infrastructure, the applicant must provide sufficient technical justification for meeting the credit criteria. All engineering calculations and drawings shall be prepared, sealed and stamped by a registered professional engineer qualified to design storm water management facilities.

☐ The application fee for this program is $5 per ERU or $40, whichever is greater. Payment must be by check or money order made payable to Herriman City or over the phone by credit card by calling (801) 446-5323. Cash will not be accepted.

4. PERFORMANCE/OWNERSHIP CHECKLIST:

The following are the basic, overall requirements of qualifying for a storm water fee credit. Specific requirements for each particular credit are not listed here, but are documented in, or referenced by, the latest edition of the Herriman City Storm Water Fee Policy Manual (available on City website). Applicants should consult the manual prior to application to ensure all credit requirements are met.

☐ The applicant must be a Class 4 customer. Other customer classes are not eligible for storm water fee credits.

☐ The storm water facility (facilities) for which a credit is being applied must be privately owned, operated and maintained, either on-site or by agreement, by the customer. No facilities maintained by the City will be eligible for storm water fee credit.

☐ The property must be subject to a Long Term Storm Water Maintenance Agreement executed by the applicant and the City. (See the policy manual for an example agreement.)

5. SUBMISSION OF THE APPLICATION:

The completed application (with supporting documentation) may be submitted by one of the following methods.

- Mail or deliver to the address listed below. (Include application fee or pay by phone as described above.)
- Email to engineering@herriman.org with subject line including customer name and "Storm Water Fee Credit Application. (Pay application fee over the phone as described above.)

PLEASE NOTE:

- You are still responsible to pay outstanding bills while the application is being processed. Late fees will still accrue.
- Application must be completed in full. Incomplete applications will not be processed.
- Questions may be directed to the Storm Water Fee Contact at (801) 446-5323 or engineering@herriman.org.

By signing below, I agree the information provided is true and correct to the best of my knowledge.

_____ _____

Applicant Signature | Date

(Office Use Only)	
Received date:	☐ Includes sufficient technical justification for meeting detention credit requirements
☐ Class 4 Customer	☐ Application information complete
Processed by:	☐ If approved, Billing system updated
Approved: ☐ Yes ☐ No	☐ Notice of decision sent to customer

Mailing or Delivery Address
Attn: Storm Water Fee Contact Engineering Department 5355 West Herriman Main Street Herriman, UT 84096

STORM WATER FEE CREDIT WORKSHEET

Customer Name: Account Number:

Credit Eligible BMPs	*Check if Applic-able*	Percent of ISA Served by BMP A	Management Agreement Required B	Quantity Credit Value C	Quality Credit Value D	Quantity Credit Calculated E = A × C	Quality Credit Calculated F = A × D	Total Credit Calculated G = E + F
Private Detention/Retention (select all that apply, total ISA served may not exceed 100%)								
Detention to Master Plan Allowable Release Rate (governing storm)			*Yes*	*19%*	*0%*	_____	_____	_____
Full Retention (100-year, 24-hour storm)			*Yes*	*25%*	*25%*	_____	_____	_____
Private 90th Percentile Storm Retention (select if applicable)								
Retention of 90th Percentile Storm			*Yes*	*6%*	*0%*	_____	_____	_____
Private LID Storm Treatment (select all that apply, total ISA served may not exceed 100%)								
Rain Garden			*Yes*	*0%*	*12%*	_____	_____	_____
Bioretention Cells			*Yes*	*0%*	*12%*	_____	_____	_____
Bioswales			*Yes*	*0%*	*12%*	_____	_____	_____
Vegetated Strips			*Yes*	*0%*	*12%*	_____	_____	_____
Tree Box Filters			*Yes*	*0%*	*12%*	_____	_____	_____
Green Roof			*Yes*	*0%*	*12%*	_____	_____	_____
Pervious Concrete/Paving			*Yes*	*0%*	*12%*	_____	_____	_____
Infiltration Trench			*Yes*	*0%*	*12%*	_____	_____	_____
Dry Well			*Yes*	*0%*	*12%*	_____	_____	_____
Underground Infiltration Galleries			*Yes*	*0%*	*12%*	_____	_____	_____
Rain Harvesting (2,000 gallon minimum storage required)			*Yes*	*0%*	*12%*	_____	_____	_____
Other LID Storm Treatment (Must be approved by City Engineer)			*Yes*	*0%*	*12%*	_____	_____	_____
Private Treatment of 2-Year Storm (select all that apply)								
Qualified Treatment Device/Facility - 80% TSS Removal			*Yes*	*0%*	*10%*	_____	_____	_____
Qualified Treatment Device/Facility - 100% Floatable Removal			*Yes*	*0%*	*15%*	_____	_____	_____
Additional Private Maintenance (select all that apply)								
Semi-Annual Catch Basin Vactoring		*n/a (100%)*	*Yes*	*0%*	*10%*	_____	_____	_____
Semi-Annual Parking Lot/Street Sweeping		*n/a (100%)*	*Yes*	*0%*	*9%*	_____	_____	_____
Training / Education (select all that apply)								
K-12 Storm Water Education		*n/a (100%)*	*No*	*0%*	*10%*	_____	_____	_____
Annual Storm Water Training of Facilities Personnel		*n/a (100%)*	*No*	*0%*	*10%*	_____	_____	_____
					Total Calculated	_____	_____	_____
					Maximum Allowable Credit	***25%***	***25%***	***50%***
					Total Credit	_____	_____	_____

ISA = "Impervious Surface Area"

Note: All Credit BMPs have performance requirements that must be met. See Policy Manual for full details

APPENDIX B: LONG TERM STORM WATER MAINTENANCE AGREEMENT TEMPLATE

EXAMPLE

When recorded, mail to:

Herriman City Recorder
5355 West Herriman Main Street
Herriman UT 84096

Affects Parcel No: _____

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

For the_____property

THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2018, by and between Herriman City, a municipal corporation of the State of Utah (the "City"); _____ (the "Owner") whose address is _____.

RECITALS

A. The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Herriman City Code, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann § 19-5-101, *et* seq., as amended (the "Act").

B. The Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), which property is subject to the regulations described above.

C. The Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

D. In order to facilitate these anticipated developments to the Property, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, grading and drainage plans and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

E. The Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the Herriman City Engineering Department, and are hereby incorporated herein by this reference (the "Development Plan"); and

F. A detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Long-Term Stormwater Management Plan"), is attached hereto as exhibit "B" and is incorporated herein by this reference; and

G. As a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities UTS000001 MS4 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Stormwater Management Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Stormwater Management Plan the parties agree as follows:

1. Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the City or its agent.

2. Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Long-Term Stormwater Management Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

3. Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City's annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30, of each year and shall be in a form provided by the City and attached hereto as exhibit "C" attached hereto and incorporated herein by this reference.

4. **Oversight Inspection Authority.** The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice of not less than three business days to the Owner. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Long-Term Stormwater Management Plan.

5. **Notice of Deficiencies.** If the City or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in Herriman City Code. Such notice shall be sent certified mail to the Owner's address set forth above.

6. **Owner to Make Repairs.** The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

7. **Corrective Action.** In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City agent, the City or its agent may proceed with any enforcement mechanism provided in Herriman City Code. The City or its agent may also give written notice that the Stormwater Facilities will be disconnected from the City's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the City nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

8. **Reimbursement of Costs.** In the event the City or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City's municipal separate storm sewer system, the Owner shall reimburse the City or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City or it agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the City or its agent in collection of delinquent payments. The Owner hereby authorizes the City or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

9. **Successors and Assigns.** This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind

and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein. If the property is sold, the parties may execute an assignment of this Agreement and release of the seller's liability upon the City's consent and agreement.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City or its agent. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

14. Subordination Requirement. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

15. Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement**.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

OWNER

By: _____
Title: _____

By: _____
Title: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2018, before me _____, personally appeared _____, who being by me duly sworn, did say that he is the Manager of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY SIGNATURE

HERRIMAN CITY

By: _____
Blake Thomas, City Engineer

ATTEST

_____
Jackie Nostrom, MMC City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2018, before me _____, personally appeared Blake Thomas who being by me duly sworn, did say that he is the City Engineer of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Engineer acknowledged to me that the City executed the same.

_____
NOTARY SIGNATURE

Exhibit A (Legal Description)
Exhibit B (Stormwater Management Plan)
Exhibit C (Report Form)