

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a presentation from the Farmington High School mountain biking club and from the Utah Transit Authority. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 6, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PRESENTATIONS:

7:05 Administration of Oath of Office of New Fire Marshall and New Fire Inspector

PUBLIC HEARINGS:

7:15 The Preserve at Farmington Creek Rezone, Schematic Plan and Preliminary (PUD)
Master Plan – 90 West 675 North

NEW BUSINESS:

7:30 Administrative Service Agreement with ICMA Retirement Corporation

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:35 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 18, 2019
2. Ordinance Amending Title 10 Chapter 2 of City Code to Adopt Current Building and Fire Codes
3. Ordinance Amending Title 16 of City Code regarding Storm Water Regulations
4. Resolution Approving Agreement for Community Development Block Grant (CDBG)

GOVERNING BODY REPORTS:

7:40 City Manager Report

7:45 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

DATED this 1st day of August, 2019.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

Posted 08/01/2019

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is request that City Manager Shane Pace give the invocation to the meeting and it is requested that City Councilmember Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

S U B J E C T: Administration of Oath of Office of New Fire Marshall and New Fire Inspector

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Guido Smith, Fire Chief will introduce James Weston as the new Fire Marshall and Andrew Lutz as the new Fire Inspector.

Holly Gadd, City Recorder will perform the Administration of Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

PUBLIC HEARING: The Preserve at Farmington Creek Rezone, Schematic Plan and Preliminary (PUD) Master Plan – 90 West 675 North

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendations.

GENERAL INFORMATION:

See enclosed staff report prepared by Meagan Booth, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, City Planner

Date: August 6, 2019

SUBJECT: **THE PRESERVE AT FARMINGTON CREEK REZONE, SCHEMATIC PLAN AND PRELIMINARY (PUD) MASTER PLAN**
Applicant: **Andrew Hiller**

Hold a public hearing.

RECOMMENDATION REZONE:

Move that the City Council approve the enclosed ordinance rezoning 5.18 acres of property located at 90 West 675 North from A-F(Agriculture) to LR-F (Large Residential)

Findings for Approval:

1. The proposed rezone is consistent with the General Plan.
2. The proposed rezone is consistent with the surrounding properties.

RECOMMENDATION SCHEMATIC PLAN AND PRELIMINARY (PUD) MASTER PLAN:

Move that the City Council approve the schematic plan and the Preliminary PUD Master Plan for The Preserve at Farmington Creek Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. The developer must follow all requirements of Chapter 30 Foothill Development Standards.
2. Public improvement drawings, including a grading and drainage plan, shall be reviewed and approved by the Farmington City Public Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water.
3. The applicant shall provide a maintenance plan acceptable to the city for the common areas, internal private streets, the wood bridge etc.
4. Davis County must dedicate 90 west as a public right of way.
5. The applicant must obtain a Davis County Flood Control Permit which shall accommodate, among other things, long term maintenance of the dam and access.
6. Issues related to the FEMA flood plain shall be resolved prior to consideration of the final plat, which includes but is not limited to CLOMR (Conditional Letter of Map Revision) by FEMA, which must be submitted prior to an application for preliminary plat.
7. Any outstanding issues raised by the DRC shall be addressed by Preliminary Plat.
8. Research prior contracts with Tom Owen.

Findings:

1. The proposed subdivision is consistent with the General Plan.
2. The PUD preserves the unique and beautiful environmentally sensitive area next to Farmington Creek, and an existing historic building found on site.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements as found in the City's Subdivision Ordinance.
4. Access will be Improved at this location
5. Schematic Plan approval enables Davis County to take the necessary steps as they consider the flood control permit for this application. Safety for Farmington Citizens, and the protection of personal property is a top priority for the city.

BACKGROUND

Andrew Hiller desires to develop the former Bradshaw property (5.45 acres) near and below the Farmington Pond, east of Main Street, with access from 90 West at approximately 675 North. The applicant is requesting a recommendation to rezone the property from an A (Agriculture) to LR-F PUD (Large Residential Foothill) zone. Additionally, the applicant is also requesting a recommendation for schematic plan and preliminary PUD master plan approval to develop 11 lots on the property. The applicant is requesting the LR (Large Residential) zone which is consistent with adjacent neighborhoods including homes on Compton Bench, north of the project and Rock Mill Estates, east of the development.

At the Planning Commission meeting on July 18, 2019 the Commission held a public hearing and the Planning Commission recommended the City Council approve the rezone to LR (Large Residential) and the Schematic Plan and Preliminary PUD Master Plan for The Preserve at Farmington Creek Subdivision. There were some questions regarding the water table and topography of the site including existing and new trail connections to adjacent neighborhoods. There were also questions about utility connections, and how those would work. Many if not all of the questions were answered by the developer and engineer during the Planning Commission meeting. Neighbors who attended the meeting were able to address their questions directly with the developer. Staff also agreed to connect residents with members of DRC for specific questions including engineering, storm water, etc.

The applicant is requesting a PUD overlay in order to allow for flexibility in lot size and setbacks as well as to preserve natural trees and vegetation on the site. Likewise, a standard city street will compromise the existing vegetation. Therefore, the applicant is proposing a private street with a cross section different than the city standard, with the specific dimension to be determined at Preliminary Plat.

Existing access to the site is via 90 west across an old wood bridge over Farmington Creek. 90 west, owned by Davis County is not a dedicated right of way or an improved street, as well as does not meet the city width standards. The developer is proposing a new concrete bridge which meets city and county standards for a typical municipal street while keeping the old wood bridge for pedestrian access.

A portion of the property is located within the FEMA flood plain and floodway. However, Davis County Flood Control will not review the layout and provide comments until the Planning Commission and City Council approve the schematic plan.

The proposed development lies in the foothill overlay zone and the applicant must complete some additional steps including a drainage and erosion control plan, a grading plan, a geology report, a fire protection plan, etc. but are not necessary for schematic plan approval.

As a PUD the development will also include 1-2 story custom built homes to complement the existing vegetation.

Supplemental Information

1. Enabling Ordinance/Vicinity Map
2. General Plan Map
3. Zoning Map
4. Schematic Plan
5. Preliminary PUD Master Plan
6. Building Elevations
7. 90 West Street View

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single Family Residential Zones
4. Title 11, Chapter 27 – Planned Unit Developments
5. Title 11, Chapter 30 – Foothill Overlay Zone

Respectfully Submitted



Megan Booth
City Planner

Concur



Shane Pace
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2019 -

**AN ORDINANCE AMENDING THE ZONING MAP TO
SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED
AT APPROXIMATELY 90 WEST 675 NORTH FROM A-F TO
LR-F.**

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-6-19, filed by Andrew Hiller, located at approximately 90 West and 675 North, identified by parcel number: 070140028 is hereby reclassified from zones A-F to LR-F, said property being more particularly illustrated on Exhibit "A" attached hereto.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 6th day of August, 2019

FARMINGTON CITY

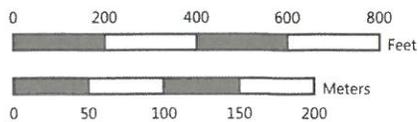
H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder



VICINITY MAP
Parcel 07-014-0028



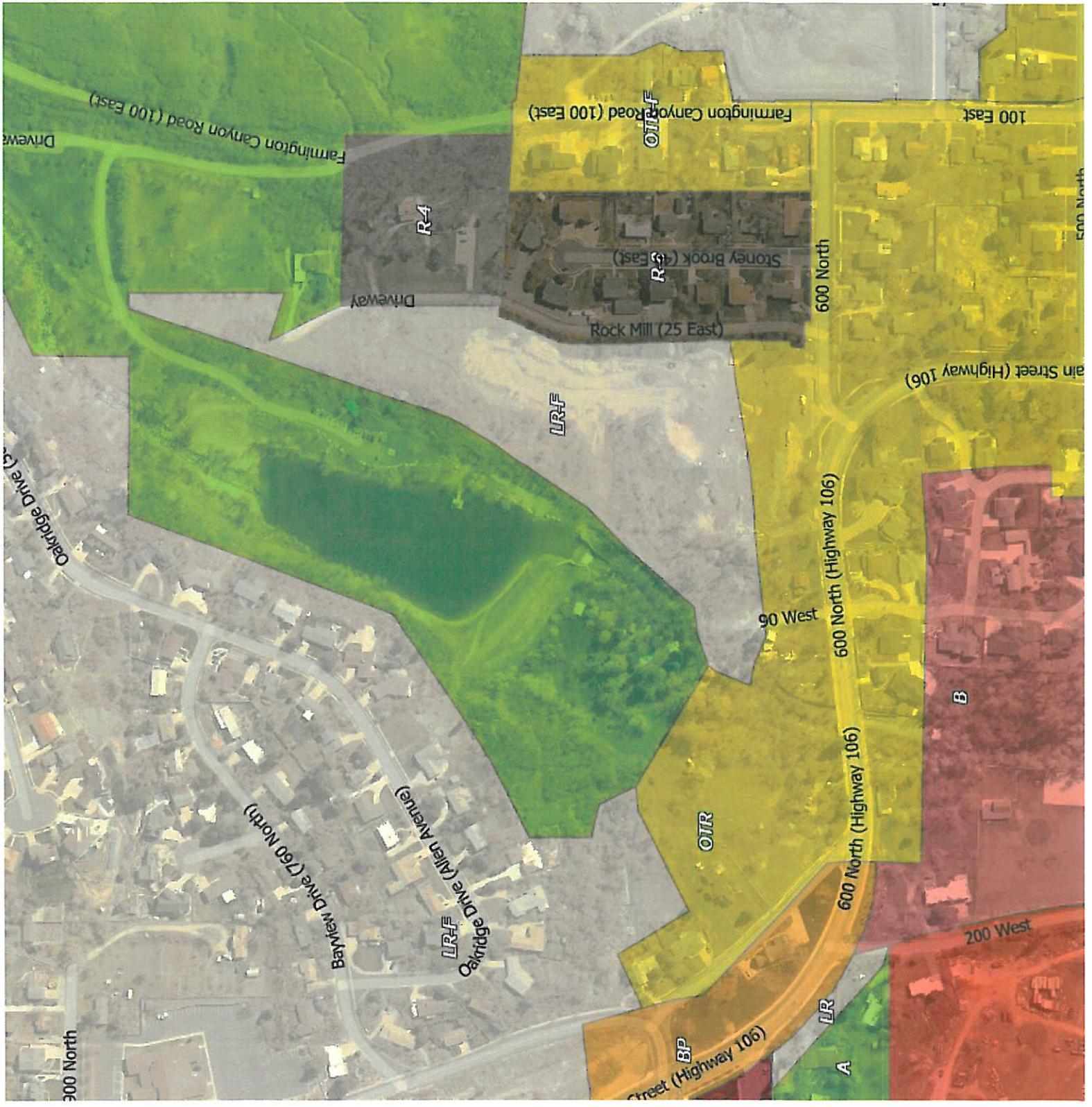
Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

EXHIBIT "A"

HISTORICAL DESCRIPTION (07-014-0028)
ADDRESS: 100 W 600 N, FARMINGTON, UTAH 84025

BEGINNING AT A POINT WHICH IS SOUTH 0°11' EAST 1037.52 FEET AND SOUTH 77°41' EAST 200 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE CITY OF FARMINGTON, AND RUNNING THENCE NORTH 0°11' WEST 145 FEET; THENCE NORTH 63°02' EAST 250.68 FEET; THENCE NORTH 56°07' EAST 350.81 FEET; THENCE SOUTH 20°19' WEST 132.65 FEET TO A POINT SOUTH 827.68 FEET ALONG THE SECTION LINE AND EAST 636.57 FEET AND NORTH 20°30' EAST 82.60 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 41°45'10" EAST 248.4 FEET; THENCE SOUTH 21°39' WEST 457.84 FEET ALONG THE WEST LINE OF THE PROPERTY OF THE STATE OF UTAH AND A ROAD THENCE SOUTH 8°11' EAST 59.3 FEET TO A POINT ON THE NORTH SIDE OF A 14-FOOT PRIVATE ROADWAY AND THE WEST LINE OF A PUBLIC ROAD 33 FEET WIDE, WHICH ROAD JOINS UTAH STATE HIGHWAY #106, AT A POINT 172.3 FEET SOUTH 8° EAST OF THE ABOVE DESCRIBED POINT; AND RUNNING FROM SAID POINT ON A 14-FOOT PRIVATE ROADWAY NORTH 69°04' WEST 91.8 FEET TO THE NORTHEAST CORNER OF OLD WAGON BRIDGE OVER FARMINGTON CREEK; THENCE NORTH 52°26' WEST 25 FEET; THENCE SOUTH 37°45' WEST 14.0 FEET; THENCE NORTH 71°36' WEST 315.5 FEET TO A POINT 1.2 CHAINS EAST AND SOUTH 71°25' EAST 47.5 FEET FROM THE SOUTHWEST CORNER OF LOT 7, BLOCK 16, BIG CREEK PLAT; THENCE NORTH 18°49' EAST 80 FEET; THENCE SOUTH 43°49' WEST 91 FEET, MORE OR LESS, TO A POINT WHICH IS 1.2 CHAINS EAST OF THE SOUTHWEST CORNER OF LOT 7, SAID BLOCK 16; THENCE NORTH 18°49' EAST 171.6 FEET; THENCE NORTH 77°41' WEST 80.5 FEET TO THE POINT OF BEGINNING.

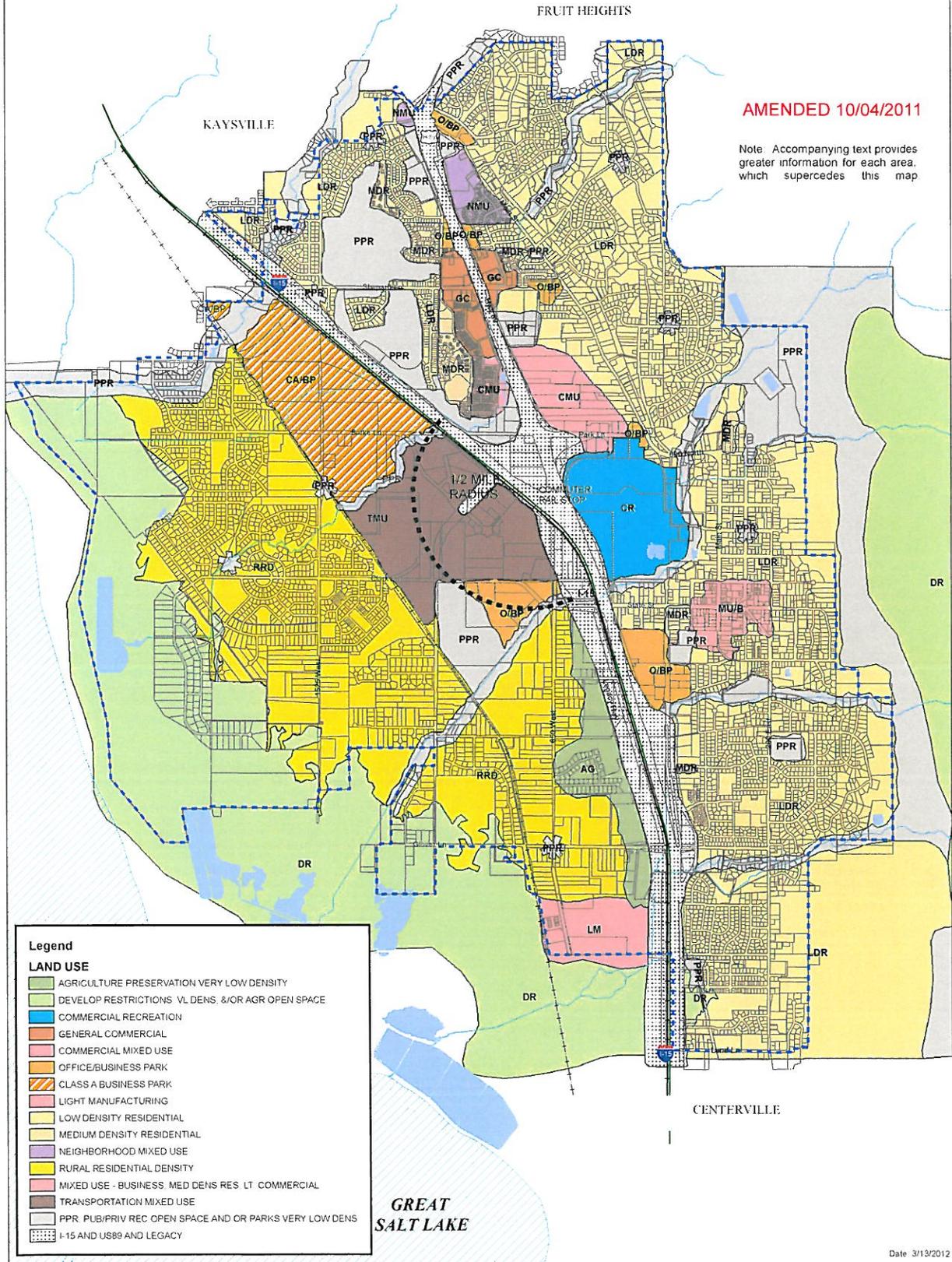
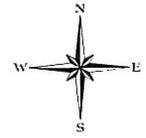
LESS AND EXCEPTING THE FOLLOWING PARCEL WHICH HAS BEEN PREVIOUSLY CONVEYED:
BEGINNING AT A POINT WHICH IS SOUTH 827.68 FEET ALONG THE SECTION LINE AND EAST 734.56 FEET FROM THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 41°45'10" EAST 144.69 FEET ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY DEEDED TO DAVIS COUNTY, BOOK 507 PAGE 30 DAVIS COUNTY RECORDERS OFFICE, THENCE SOUTH 21°50' WEST 131.25 FEET ALONG THE WESTERLY LINE OF THE STATE OF UTAH PROPERTY; THENCE NORTH 56°46'11" WEST 51.56 FEET ALONG AN EXISTING ROCK WALL, THENCE NORTH 42°13'04" WEST 16.62 FEET; THENCE NORTH 50°11'26" WEST 120.49 FEET; THENCE NORTH 41°40'28" WEST 110.98 FEET; THENCE NORTH 9°03'52" EAST 71.72 FEET; THENCE NORTH 29°09'44" EAST 98.39 FEET; THENCE NORTH 41°45'10" WEST 11.03 FEET; THENCE NORTH 56°07' EAST 118.31 FEET; THENCE SOUTH 20°19' WEST 132.65 FEET; THENCE SOUTH 41°45'10" EAST 103.71 FEET TO THE POINT OF BEGINNING.





GENERAL LAND USE PLAN

FARMINGTON CITY



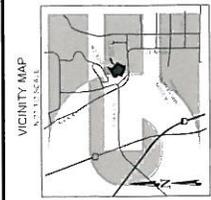
AMENDED 10/04/2011

Note: Accompanying text provides greater information for each area, which supercedes this map

Legend	
LAND USE	
	AGRICULTURE PRESERVATION VERY LOW DENSITY
	DEVELOP RESTRICTIONS - VL DENS. &/OR AGR OPEN SPACE
	COMMERCIAL RECREATION
	GENERAL COMMERCIAL
	COMMERCIAL MIXED USE
	OFFICE/BUSINESS PARK
	CLASS A BUSINESS PARK
	LIGHT MANUFACTURING
	LOW DENSITY RESIDENTIAL
	MEDIUM DENSITY RESIDENTIAL
	NEIGHBORHOOD MIXED USE
	RURAL RESIDENTIAL DENSITY
	MIXED USE - BUSINESS, MED DENS RES, LT COMMERCIAL
	TRANSPORTATION MIXED USE
	PPR - PUB/PRIV REC OPEN SPACE AND OR PARKS VERY LOW DENS
	I-15 AND US89 AND LEGACY

GREAT SALT LAKE

THE PRESERVE AT FARMINGTON CREEK P.U.D.



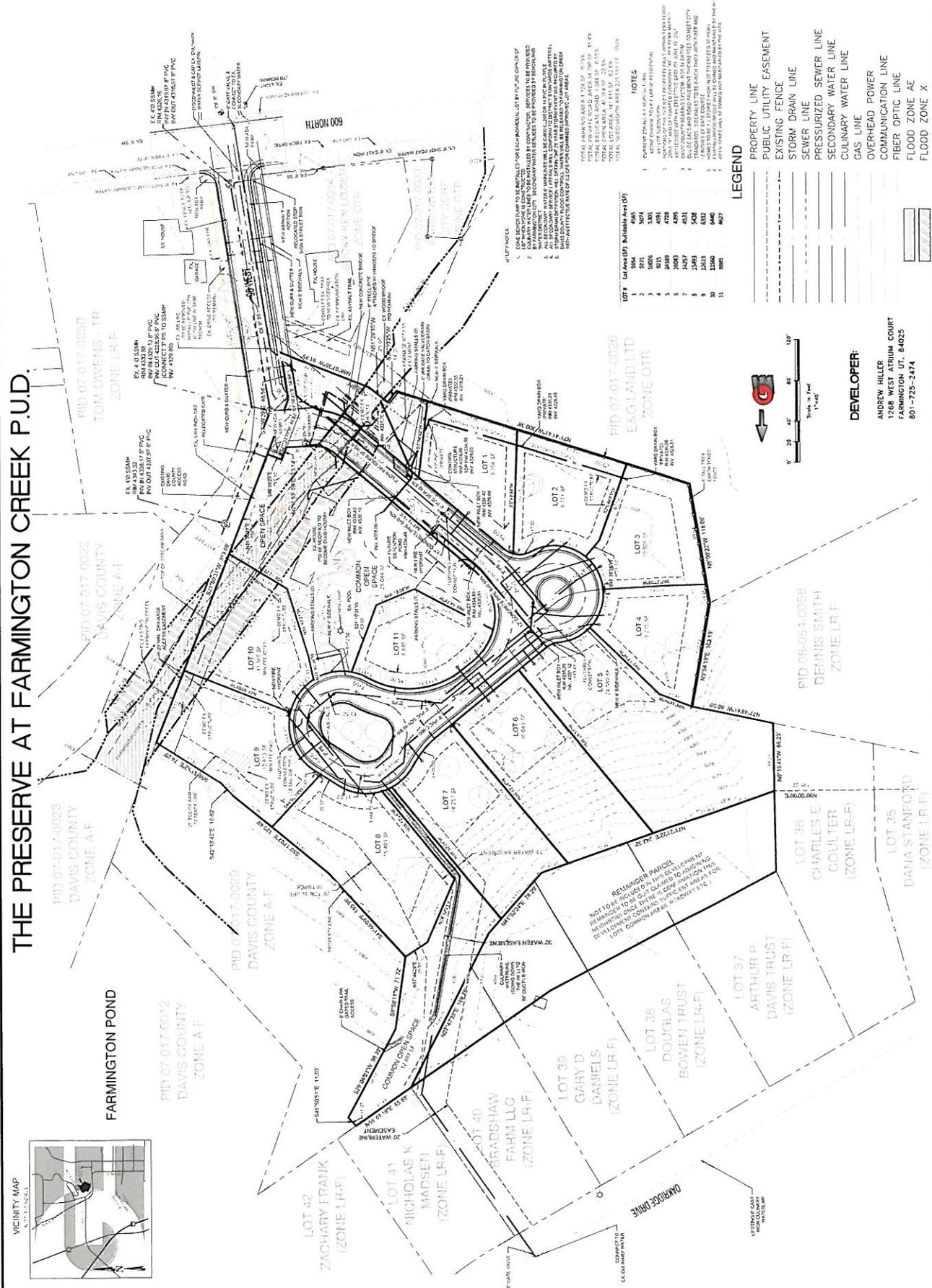
NO.	DATE	DESCRIPTION



SCHMATIC PLAN
THE PRESERVE AT FARMINGTON CREEK P.U.D.
90 W 675 NORTH
FARMINGTON CITY, DAVIS COUNTY, UTAH



CE1



LOT # **Lot Area (SF)** **Buildable Area (SF)**

1	984	496
2	1005	503
3	1005	503
4	915	458
5	1005	503
6	1005	503
7	1057	529
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- NOTES**
1. CONVEYANCE TO BE MADE BY DEED.
 2. ALL UTILITIES TO BE SHOWN BY THE ENGINEER.
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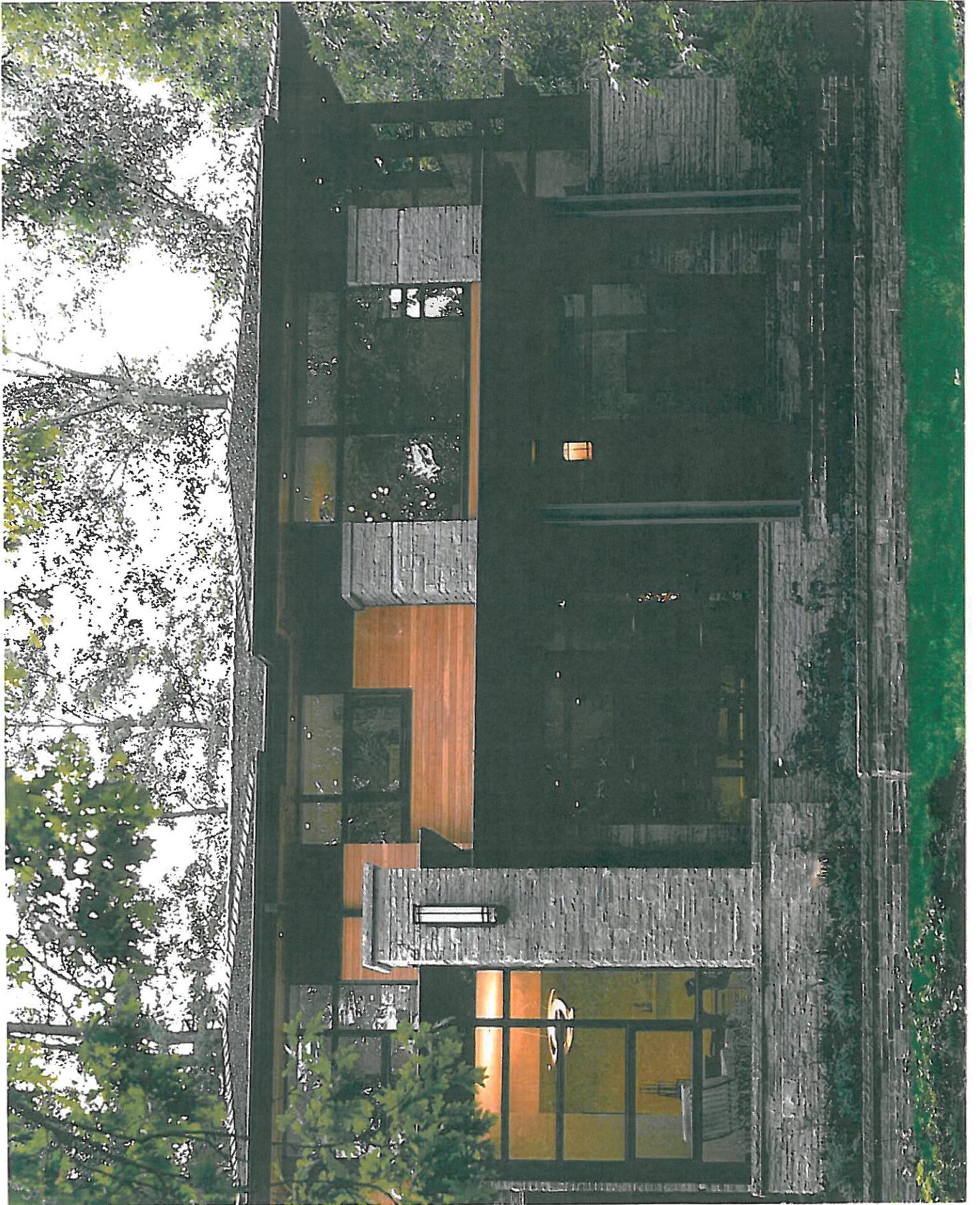
LEGEND

- PROPERTY LINE
- PUBLIC UTILITY EASEMENT
- EXISTING FENCE
- STORM DRAIN LINE
- SEWER LINE
- PRESSURIZED SEWER LINE
- SECONDARY WATER LINE
- CULINARY WATER LINE
- GAS LINE
- OVERHEAD POWER
- COMMUNICATION LINE
- FIBER OPTIC LINE
- FLOOD ZONE AE
- FLOOD ZONE X

DEVELOPER:
ANDREW HILLER
 1268 WEST ATRIUM COURT
 FARMINGTON UT, 84205
 801-725-2474









CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

S U B J E C T: Administrative Service Agreement with ICMA Retirement Corporation

ACTION TO BE CONSIDERED:

Approve the Administrative Service Agreement with ICMA Retirement Corporation.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson, Assistant City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: July 30, 2019

Subject: **APPROVE THE ADMINISTRATIVE SERVICE AGREEMENT WITH ICMA RETIREMENT CORP.**

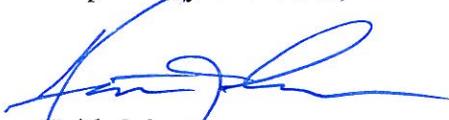
RECOMMENDATIONS

Approve the administrative service agreement with ICMA Retirement Corp.

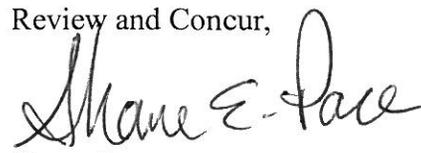
BACKGROUND

The City has had an administrative services agreement with ICMA for many years, as this has been one of the investment alternatives that the employees have had for their 401a and 457 funds that the employees have to invest. This agreement extends this relationship for another 5 years. ICMA has been a good investment for many of the employees and so we feel it is important to continue to have this option for the employees.

Respectfully Submitted,


Keith Johnson,
Assistant City Manager

Review and Concur,


Shane Pace,
City Manager

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

And

Farmington City Corporation

Type: 401

Account #: 107328

Type: 457

Account #: 301813

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the day of , 20____ between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Farmington (“Employer”), a city organized and existing under the laws of the State of Utah with an office at 160 S Main Street, Farmington, Utah 84025.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state

requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to

change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (e) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be 0.29% per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the

extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or

litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend 5 years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF FARMINGTON

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By 
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:
(a) Electronically to PlanAdoptionServices@icmarc.org, or
(b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, and TextAccess, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software

and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from June 18, 2019
2. Ordinance Amending Title 10 Chap. 2 of City Code to Adopt Current Building and Fire Codes
3. Ordinance Amending Title 16 of City Code regarding Storm Water Regulations
4. Resolution Approving Agreement for Community Development Block Grant (CDBG)

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

June 18, 2019

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Alex Leeman, Brett Anderson; City Manager Shane Pace, Development Director David Petersen, City Recorder Holly Gadd, and Recording Secretary Lara Johnson

Excused: Councilmembers Doug Anderson and Cory Ritz

Presentation from the Department of Beverage Control (DEPARTMENT OF BEVERAGE CONTROL (DABC))

A representative from the Department of Beverage Control (DABC) came to discuss the new liquor store that will be coming to Farmington. The state has authorized a store be built in the area between the Bountiful and Layton stores. The City previously requested that Kaysville be also considered. The Department of Beverage Control (DABC) looked at multiple locations within Kaysville over the last year, but felt the state-owned property just north of Lagoon and next to the Highway Patrol is the best location for the area.

The representative said the Department of Beverage Control (DABC) takes pride in their two areas of focus when selling liquor: to reasonably meet demand and to watch for underage drinking and overconsumption. He said the staff is trained to spot overconsumption and underage drinking. He said staff has the authority to turn away any customer, which happens more frequently than realized.

The representative showed the conceptual designs for the building, which were well received by the council members. It was also discussed that the new driver's license building may eventually be built next to this store on additional state-owned property once funding is secured. **Mayor Jim Talbot** mentioned that the City would be in favor of making this area a "state-owned complex" that could house the Highway Patrol, the Department of Motor Vehicles (DMV), the driver's license building, the liquor store, and more. He said he feels it would make it easier for people to have a one-stop area instead of driving multiple places around town. The representative from the Department of Beverage Control (DABC) said he would be happy to suggest it, but that the decision is out of the purview of the Department of Beverage Control (DABC).

Mayor Talbot expressed concern with the site distance on Lagoon Drive and the bend in the road. He asked if there is additional right-of-way to make the bend wider. **Alex Leeman** also asked if there is room to put a turn lane in the road. **David Petersen** said yes, there is room for a turn lane and additional right-of-way is possible.

Mayor Talbot also asked that the Department of Beverage Control (DABC) get with the Development Review Committee (DRC) to discuss City standards for things like storm water drain, sewer, and more. The Department of Beverage Control (DABC) said they would like to see any of those recommendations and standards. **Brigham Mellor** also pointed out that the Department of Beverage Control (DABC) will be beneficial in bringing the sidewalk to this area. He said the hope is that the sidewalk will eventually connect to a pedestrian overpass for Park Lane.

Recognition and Appreciation to CenterCal

Mayor Talbot said CenterCal continually brings value to the community. He invited CenterCal to this meeting to be recognized for their contributions to our community. He said Fred Bruning, the CEO of CenterCal came from California, and David Anderson, the General Manager of Station Park is also in attendance. He spoke highly of both individuals, and the amazing work they are doing.

Fred Bruning said Farmington has a special place in his heart, as well as in the heart of CenterCal. He said Station Park opened at the worst time in the last 50-year economic cycle. He said many people told him it could not be done. He said in the initial opening, Station Park did not have the strongest tenants. Since that time, tenants have been replaced with stronger ones like REI, Best Buy, Columbia Sportswear, Barnes & Noble, and many more. He said by February of this year, Station Park will be 99% leased out, which is the highest of any shopping center in the state of Utah.

Fred Bruning also thanked David Anderson and his team. He said they meticulously care for Station Park as they would their own home. **David Anderson** thanked the Council; he invited them to attend Columbia's ribbon cutting ceremony, to ride the autonomous shuttle, and to participate in the concert series in the park. He said he and his team works hard to exceed expectations, and he thanked the City for its support.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Alex Leeman, Brett Anderson; City Manager Shane Pace, Development Director David Petersen, City Recorder Holly Gadd, and Recording Secretary Lara Johnson

Excused: Councilmembers Doug Anderson and Cory Ritz

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:00 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by a local scout, **Sam Kimball**.

PRESENTATIONS:

Recognition and Appreciation to CenterCal

Mayor Talbot said there are many people that have helped Farmington to grow. He said Fred Bruning, the CEO of CenterCal is one of them. He said CenterCal developed Station Park, and since that time the City and CenterCal have maintained a great partnership. He said CenterCal has made donations to Farmington Festival Days, as well as contributions to assist with the new City park. He thanked Fred Bruning, and Station Park's General Manager, David Anderson.

Mayor Talbot invited Mr. Bruning to come up. He explained that CenterCal made a sizable investment of \$80 million in taxable value prior to collecting any tax increment in the Redevelopment Agency (RDA), to insure continued investment in the project area. **Mayor Talbot** said the success of Station Park is incredible. He said this Redevelopment Agency (RDA) for \$18

million will be paid off in 20 years. He said the City will soon pay off this RDA. He said he feels this RDA is one of the best in Utah, and maybe even the country.

Mayor Talbot presented Mr. Bruning the next to the last payback check for the RDA. He also said the City commissioned local artist, Rebecca Mann, to paint something that is unique and different at Station Park. He presented Ms. Mann's original artwork to Fred Bruning as a thank you for all he and CenterCal have done for the City of Farmington.

Fred Bruning thanked the City; he said Farmington City has a special place in his heart and in the heart of CenterCal. Station Park opened during a challenging economic time. He said it was difficult to open, and some original tenants did not make it through. He said because of the collaboration between the City and CenterCal, it turned into something much better than anyone could have imagined. He said now there are many wonderful tenants that are coming in like, REI, Barnes & Noble, PF Changes, Colombia Sportswear, and more. He said in February of next year, Station Park will be 99% leased and occupied, which is the highest in the state. He thanked the City for their love and support.

Minute Motion adjourning to the Redevelopment Agency meeting:

At 7:16 p.m., **Rebecca Wayment** moved to adjourn to the Redevelopment Agency Meeting. **Alex Leeman** seconded the motion which was approved unanimously.

A roll call was taken of the Redevelopment Agency of Farmington City. Councilmembers Brett Anderson, Rebecca Wayment, Alex Leeman were present; Councilmembers Cory Ritz and Doug Anderson were excused. 3 of the 5 City Councilmembers present during this time.

Mayor Talbot said the first item is to appoint the City Manager as the Secretary/Treasurer of the Redevelopment Agency.

Motion:

Brett Anderson moved that the City Council appoint the position of City Manager to serve as the Secretary/Treasurer of the Redevelopment Agency of Farmington City. **Rebecca Wayment** seconded the motion which was unanimously approved.

Mayor Talbot said the next item is a public hearing for amending the annual budget for fiscal year ending 06/30/2019 and adopting the annual budget for the RDA for fiscal year ending 06/30/2020.

Keith Johnson, Assistant City Manager, said the US-89 RDA is included as revenue is still coming in due to recreational purposes. He said there is also the Station Park RDA, which is providing revenue coming from Station Park. He said the City has been saving for housing, as well as payback to CenterCal for their investment. He said the budget for both RDAs is included in the staff report.

Keith Johnson said \$3.94 million went back to CenterCal at this meeting.

Keith Johnson also said the Station Park RDA was set to expire this last year, but after the recent Taxing Entity Committee meeting, an additional year was added to this RDA to allow for a proposed arena. In the next year, the housing payoff will be completed, as well as what was owed to CenterCal. He said the remaining \$4 million will go toward a proposed arena.

Keith Johnson said this RDA has paid for the \$18.5 million limit in just over 8 years, which is why it's very successful, as previously mentioned.

Mayor Talbot opened the public hearing at 7:23 p.m.

David Stringfellow, 2060 Sharpshooter Court, said he is here to talk about the Station Park RDA. He said there are many west side residents that are concerned about the infrastructure and transportation. He said he and the other residents are grateful for Station Park. He said with success comes other demands of what the City provides. He asked if the RDA extension is contingent on the proposed arena happening. **Mayor Talbot** said yes, the RDA extension, and money resulting from it, are set aside for only the arena. If the proposed project falls through, the money will go back to the taxing entities. **David Stringfellow** mentioned that he has seen many bad RDAs in his work; he cautioned the City that they should make as good of an RDA with other developers going forward. He said the City needs to build many millions of dollars' worth in roads without the necessary funding to build it at this point. He would like the City to figure out how to build the infrastructure as fast as possible.

Mayor Talbot closed the public hearing at 7:27 p.m.

Brett Anderson asked Brigham Mellor was the City is receiving by way of tax revenue as this property sits vacant versus estimated revenue once it is developed by CenterCal. **Brigham Mellor** said conservative estimates of the finished assessed value of the arena would be approximately \$20 million, although it could be more. He also said not taking sales tax into account, the actual tax increment generated over a 20 year period will exceed the incentive given because the City is putting \$4 million toward the project to generate over \$6 million in time.

Brigham Mellor said the incentive isn't to "line the pockets" of the City, but to have the funding needed to build infrastructure within the City. The proposed arena project will help with the infrastructure.

Motion:

Rebecca Wayment moved that the City Council approve the resolution amending the annual budget for fiscal year ending 06/30/19 and adopt the annual budget for the Redevelopment Agency of Farmington City for fiscal year ending 06/30/2020; for the US 89 and Station Park Project Areas. **Alex Leeman** seconded the motion which was unanimously approved.

Minute motion to reconvene the City Council meeting.

Motion:

Brett Anderson moved that the City Council adjourn the Redevelopment Agency meeting and reconvene the City Council meeting. **Alex Leeman** seconded the motion which was unanimously approved.

PUBLIC HEARINGS:

Resolution to Increase Sewer and Garbage Rates:

Mayor Talbot said the City is a third party on garbage collection and sewer since the City includes the charge as part of the utility bill that goes out. He said the City does not have anything to do with the increase.

Keith Johnson said as of July 1, 2019, there will be a \$3 increase due to Central Davis Sewer District (CDS) recent budget increase. He said CDS held a public hearing during that time. He also said the City is a pass through for CDS to collect fees.; once the fees are collected, the City then pays CDS. So, if there is a rate increase for sewer from \$22 to \$25, the City will include that rate increase on the utility bill, then once the City collects the fees, the City then pays CDS.

Keith Johnson said it is the same thing with landfill charges. He said the City passes the charge onto the resident, and that the charge is set based on the cost per can to be dumped, as well as paying for the waste hauler. He said the City charges a small overhead cost to pay for administration of the mailings and postage. **Brett Anderson** asked if residents pay for can replacements. **Keith Johnson** said if a can is lost or damaged, the City may choose to charge a resident for a replacement. He said the average life expectation is 15 years, so the City will replace the can from wear and tear. He said Wasatch Integrated held their own public hearing as well in order to raise their rates \$2 a can as of July 1, 2019.

Brett Anderson asked when the last time sewer rates went up, and if there is anything that can be done to help offset the balance. **Keith Johnson** said the last rate increase was 4 years ago. He said due to the demographics of the City, many residents still want a paper bill. This keeps the administrative consistent.

Mayor Jim Talbot opened the public hearing at 7:42 p.m.

Mel Ives, 1817 West Spring Meadow Lane, said his questions have been answered. He also expressed his appreciation to the City for bringing the University of Utah health complex to Farmington. He said it is something he and his wife use regularly. He also asked how often and which departments get audited.

Keith Johnson said there is a full audit of the whole city every year, which includes every department.

Jill Jones, General Manager for Central Davis Sewer District, said she manages sewer for Farmington, Kaysville, and Fruit Heights. She said the state mandated a lower threshold for phosphorus in the water. The least costly solution is to add more alum salt, but doing so increases the cost for chemicals and labor. This state mandated change results in a \$3 increase per home. She said she appreciates the working relationship CDS has with the City and staff. She said she also recognizes adding the sewer bill onto the City's utility bill can be burdensome; she expressed appreciation for the City for doing it because it helps keep the City's sewer rate low. She also said that CDS is proud to have some of the lowest rates in the state.

Mayor Jim Talbot closed the public hearing at 7:48 p.m.

There was no further discussion on this item.

Motion:

Alex Leeman moved that the City Council approve the resolution amending the Consolidated Fee Schedule to reflect the fee increases to sewer and garbage rates imposed by Central Davis Sewer District and Wasatch Integrated Waste. **Brett Anderson** seconded the motion which was approved unanimously.

Resolution Amending the Annual Budget

Keith Johnson explained the State's website, and walked through the equations to determine how the mill levy is determined each year. He said the way property taxes work is the City gets what it earned last year for this year, plus new growth. He explained this in detail. He also said the City has two General Obligation Bonds, one that was used to build City Hall and the new police building, and the other bond for the new gym. **Keith Johnson** said the new mill levy will be .001640, which keeps going down because of the increase in the value of homes and properties within the City.

Brett Anderson asked if some cities property tax rates are going up. **Keith Johnson** said yes, some cities will have a property tax increase. He said some cities also choose to hold their mill levy the same, but the city has to go through truth and taxation with a public hearing in order to do so. **Brett Anderson** said he appreciates that the tax rate keeps going down for Farmington.

Keith Johnson said since 1989, the property tax rate was at its lowest point in 1999. He said the City is now back at that same rate now. He said the City has only had one rate increase in 2003. He said the rate has continued to drop because of the growth of the City. He also said the rates for the two General Obligation Bonds are as low as the City has ever been.

Keith Johnson walked the council through the rest of the proposed budget, including the General Fund Balance. He explained revenues have flattened out, so the City plans to slow the growth and expenditures to keep the fund balance healthy. He said the City replaced new equipment for the fire fighters and police department, as well as finished the new water tank. The City also budgeted in hiring three new full-time fire fighters. He also said, as previously discussed, the sewer and garbage fees are going up.

Keith Johnson said he always plans things conservatively, so there may be additional sales tax revenue coming in, but until it comes, he said he does not plan on it as part of the budget.

Mayor Jim Talbot opened the public hearing at 8:13 p.m.

David Stringfellow, 2068 Sharpshooter Court, pointed out that RDAs don't generally build infrastructure unless the RDA is structured that way. He asked when the funding for the main arterial road from Park Lane to the new I-15 interchange will be built. He said the west side is excited about the new roads coming, as well as another connection to the freeway. He said there are a lot of concerns about how these roads will "dump traffic" into the neighborhood where he lives. He said he feels there needs to be tens of millions of dollars available to build the infrastructure that is needed. He suggested floating bonds to get the infrastructure in now before potential problems happen.

Shane Pace said there has been a lot of progress made on 950 North. The road has been funded by legislature and a grant. He said the road is currently being designed by Horrocks Engineering. Once the design is complete, the bidding process to select a contractor will begin. He said Chad Bushnell, the City Engineer is currently managing the project while working closely with Kaysville. He said in order to consider bonds or other funds, a certain amount of the project has to be designed out. He said that is where the road is in process right now

Mayor Jim Talbot closed the public hearing at 8:20 p.m.

Alex Leeman said he has a lot of interest in the traffic flow in this neighborhood because this is where he lives. He said he has a difference in opinion than Mr. Stringfellow; he feels the interchange connections will have the opposite effect. He said currently there is a lot of additional traffic from Kaysville and the surrounding neighborhood that is causing a lot of through traffic on the roads in this area. He feels opening up an interchange and having arterial roads to support it will limit the amount of traffic that is weave through the neighborhoods trying to get to the freeway. If feels if Shepard Lane is designed right, it will be a nice addition for the traffic flow.

Mayor Talbot said in a matter of a year, approximately \$47 million have been funded from the State for the Shepard Lane interchange. He feels having a good partnership with Kaysville city has helped bring the interchange into reality.

Brett Anderson said he felt the City saw the “writing on the wall” with the West Davis Corridor, and knew it was coming. He felt the City has tried to make the best of it by getting out of things that the City needs, like the Shepard Lane interchange and funding for 950 North. **Mayor Talbot** agrees; he said no one wants the West Davis Corridor, but at least they have made every senator and legislature know the impact it will have on Farmington, so the City is at least getting something out of it in return.

Motion:

Brett Anderson moved that the City Council approve the resolution amending the budget for fiscal year ending 06/30/2019 and adopt the budget for fiscal year ending 06/30/2020 including the compensation schedule and the property tax rate of .001640. **Rebecca Wayment** seconded the motion which was approved unanimously.

Vacation of 1100 West Right-of-Way

Brigham Mellor, Economic Development Director, said this piece of property was exchanged with property across the street as part of the 1100 West. He said the City will get a remnant parcel back as the property currently falls in the impact area for the West Davis Corridor. He said based on the record of decision from UDOT for the West Davis Corridor, 1100 West will run parallel to the WDC. He said this property is adjacent to the road, and will be turned back to the City. **Brett Anderson** asked if the ROW south of this will lead to anywhere. **Brigham Mellor** said he thinks it will turn into a dead end.

Mayor Jim Talbot opened the public hearing at 8:27 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

No further discussion at this point.

Motion:

Alex Leeman moved that the City Council approve ordinance to vacate right-of-way contained in parcel #08-082-0023. **Rebecca Wayment** seconded the motion which was approved unanimously.

NEW BUSINESS:

Environmental and Engineering Consultant Service for the Connection Road Project – Horrocks Engineers

Chad Bushnell, City Engineer, said Farmington and Kaysville cities have been awarded \$10 million from federal, state, and county funds for this project. He said he is working closely with Kaysville to get it done. He said they hired Horrocks Engineer over a year ago to work up preliminary design for the road. He said the drawings are about 30%. Once the drawings are a bit further along, it can be taken to the state legislature to get funding. He said in order to get federal funds to convert to state funds for the project, a certain amount of an environmental study must be done. He said there was one company interested in doing the environmental work, which was Horrocks Engineer. He said he feels this works out in the City's favor because Horrocks has also done the WDC environmental work, and is already working on the design of the road in the area. **Chad Bushnell** said Horrocks Engineer would hold a public open house as part of the process. He feels this is important because the last open house for the Shephard Lane area received a lot of public comment.

Chad Bushnell said the cost of the \$89,000 for the study would come out of the \$100,000 county funding from Proposition 1. He said he is working with Kaysville City on an agreement to split the costs and manage the project. He said he is managing the project until an agreement is in place.

Mayor Talbot said he feels it is fortunate that two cities are working in favor and not against one another, and that funding from Proposition 1 is coming in. **Chad Bushnell** agreed. He also mentioned that this contract won't be for design of the road, but that it will help move the design further along.

There was no further discussion by the council members on this item.

Motion:

Brett Anderson moved that the City Council approve the contract and RFP from Horrocks for environmental and engineering consultant services for the Farmington/Kaysville road connection to the future West Davis Corridor and Shepard Lane 1-15 Interchange in the amount of \$89,004.12 to be paid from Davis County Proposition 1 grant money. **Alex Leeman** seconded the motion which was approved unanimously.

Increase to Farmington Gymnasium Fees

Neil Miller, Director of the Parks and Recreation Department, said they are proposing to change the fee schedule for the one-month membership fees. He said since the gym and park were bonded by the Farmington residents, he feels it is fair to give residents the better rate and to charge the non-residents for a bit more. He reviewed the fee schedule, as found in staff report.

Neil Miller asked said that honesty with residency has been a concern. He said he is also proposing that proof of residency must be shown to address this concern.

Rebecca Wayment asked if there is a large portion of non-residents that frequent the gym. **Neil Miller** said they believe there is a large percentage of non-residents that come for pickle ball and basketball. He said he feels the fees that are being proposed are fair.

Brett Anderson asked why the senior citizen membership increases slightly more than the others. **Neil Miller** said they changed the senior citizen fees to match the youth fees.

Mayor Talbot asked how someone will know about the price increase. **Neil Miller** said they will have a notice about the change effective July 1.

Motion:

Rebecca Wayment moved that the City Council amend the Consolidated Fee Schedule to reflect the fee increases to the gymnasium 20 punch pass for non-residents and the one-month family membership for residents and non-residents effective July 1, 2019 and require Farmington residents to provide proof of residency. **Alex Leeman** seconded the motion which was approved unanimously.

Spillman Software Lease for Police Department

Chief Wayne Hansen said the police force currently uses FatPot for their records management software for things like police reports, citations, etc. He said they have been with FatPot for over 15 years. At the time, half of the police forces in Utah were using it, and the company was based in Bountiful. He said Farmington, Centerville, and the Highway Patrol are the only ones left using it.

Chief Hansen said in the last year, Fatpot has been bought and sold twice in the last year. He said the most recent acquisition was by Centersquare, a corporation from back east. In researching more about the company, he said Centersquare seems to have an end of year life on contracts with companies they have acquired. He said when the contract expires, they send an estimate for their software which costs substantially more. He also said

Chief Hansen said Spillman Software is located in Logan and is owned by Motorola. He said they have great contact with Spillman, as well as their Motorola representative. He said the bid provided by Spillman is good until June 28, 2019, which would put the City in line to set up services next year because Spillman is that booked out.

Chief Hansen said he reached out to the State Alcohol Commission to see if the City could use some of its beer tax allotment to help offset the costs of the new system. He said the Director of the Commission reviewed the request; he feels software is a critical component for police forces. He agreed to cover up to half of the software costs with alcohol funds, which will be approximately \$22,000 for three years with the City cover the other \$22,000 for three years.

Chief Hansen also said that Spillman currently houses and maintains a server for all of the Davis County agencies. He said by moving to Spillman, the City will move onto that server which will streamline the connection to Davis County dispatch and access to records from all other police department's records in the County. He said the yearly agreement would cover the cost of that.

Chief Hansen feels making the switch to Spillman is a wise move; he is unsure Fatpot will be a viable option in the next few years and it could end up costing the City much more if they wait to make the decision down the road. He also said making the decision now will put them in line since the wait for the software is approximately a year out. **Keith Johnson** also pointed out that since the system won't come online until next year, the payment will not be in this year's budget. He said the first payment won't be until July 1, 2020, but approving this now secures the place in line to get the system installed.

Brett Anderson summarized the concerns; he said Fatpot no longer satisfies all the needs of the police force and is not an effective long-term solution, and that switching now will be a cheaper and more effective long-term solution. **Chief Hansen** said yes, that is an appropriate summary.

Motion:

Alex Leeman moved that the City Council approve the lease agreement with Motorola for Spillman records management software for the Police Department. **Rebecca Wayment** seconded the motion which was approved unanimously.

OLD BUSINESS:

Rezone and Schematic Plan for Flatrock Ranch (600 S. 1525 W.)

David Petersen gave a brief background on this item when it came before the Planning Commission. He said the applicant submitted a yield plan for 44 lots. When the applicant first presented it to the Planning Commission, it was for 64 lots. The Planning Commission did not immediately throw it out, but did take time to discuss the merits of it. The Commission felt the density was similar to Chestnut Farms, which would be okay since the project will be adjacent to the WDC. He said the Commission expressed concern about the applicant's request for 20 TDRs. He said the Commission leaves the decision of the TDRs up to the City Council, but since it was such a large request, they wanted to know how much money the City would receive in return for the TDRs so the item was tabled.

David Petersen said previous developers proposed projects on this land. He said one project failed because the WDC record of decision has not yet occurred, and the other because Central Davis Sewer District said it needed approximately 140-150 lots in order to qualify for a sewer lift station. He said CDS has since changed their outlook, and said 44 lots would qualify for a lift station. He said the City does not have control over CDS and their decision.

David Petersen said in between Planning Commission meetings, Michael Brodsky met with Shane Pace. He let Shane know he was dropping the lot count from 64 to 49, which includes a request for 5 TDRs. **David Petersen** said the Planning Commission still expressed concern about the location of the park under the power lines, but passed the item nonetheless.

David Petersen said the revised schematic plan has now moved the park to the middle of the project. He said they will also have 4 cul-de-sacs and stubbed streets to the Stoddard's property to the north.

David Petersen reviewed the 49 and 44 lot schematic plan comparison summary table, as found in the staff report.

Alex Leeman expressed concern that counting the 5 TDRS as open space is double counting. He said if cash payment bought the TDRs, and not the applicant is getting even more lots because of dedication of space under the conservation subdivision, it would be like the property counted twice.

David Petersen walked through the summary table to show the difference of why it is not counting.

David Petersen reviewed the Ordinance standards for a waiver of open space, including improving the open space they have, cash payment, or some other interest in the open space. He said the applicant is proposing a private park, which staff felt like justifies the waiver of open space.

David Petersen said the DRC reviewed the 64 lot plan, as well as the 49 lot plan. He said the DRC highly recommended the 64-lot plan because the 49 lot plan is too large. The DRC said the rear yard of larger lots have turned into weed patches and often become a code enforcement issue. The DRC also said the larger lot subdivisions cost more money on the City's infrastructure, like the culinary water line, paving, repavement, snow plowing, and more. A bullet list of the DRC's comments was also included in the staff report. **Brett Anderson** said he feels like comments about what is the most economic use of a property could be made about ANY development. He feels a decision cannot be made solely on that argument.

David Petersen provided information about the amount of property taxes different lot sizes pays the City. He explained a multiplier effect starts to occur where medium size lots are subsidizing costs of the larger lots. **Alex Leeman** said that with additional homes, there is also additional burden on infrastructure because there are more cars on the roads, people using water, etc. **David Petersen** said the City's streets are built to sustain a certain amount of capacity. He said the local streets within the City are all under capacity. He explained finding the "sweet spot" with the right size of developments is a good use of public resources. He feels the 5 TDRs the applicant is recommending is a good decision. It will also provide a little bit of money that will go towards projects the City needs. He said an example of this is the trail easement along Farmington Creek that was recently purchased. He said currently, the City does not have any impact fees to improve that trail. The money provided by this TDR could help improve that trail.

Mayor Talbot said that Farmington has always been known to have larger lots, but asked David Petersen if he is saying it is more efficient to have higher density at 49 lots than larger lots. **David Petersen** said yes, but "higher density" like Chestnut Farms is still lower density. **Mayor Talbot** said to many residents, it is considered higher density. **David Petersen** said there is still a lot of merit to the TDR program. He recognizes the program still has its faults and there are ways to improve that, he still feels it's a crucial resource to obtain money that the City would not have otherwise.

Rebecca Wayment said the 49 lot schematic plan looks nice, then there is the 44 lot schematic plan. She said based on the summary table, the 44 lot schematic plan should have over 6 acres of open space included on it. She asked if the applicant could still reconfigure the lots for a park. **David Petersen** said with the TDRs, the City could receive cash for them, as well as other benefits in other ways, like an improved park. He said he feels 5 TDRs is a reasonable request for a nice development.

Brett Anderson asked how the TDRs could be approved anyways because not less than 4 members of the City Council must approve it.

Mayor Talbot said the TDRs are not being considered tonight, but the rezone is; he suggested maybe discussing the rezone request by the applicant. **David Petersen** said there are two motions before the Council, one motion is for the property rezone and the other is for the schematic plan alternatives. He said one of those alternatives schematic plan motions is to approve the 49 lots with the TDRs and waiver as a condition for the next meeting.

Rebecca Wayment said she struggles with rezoning property without a schematic plan. She said she is unsure if 5 TDRs is a big enough gain for the City, or if the 44 lot schematic plan because a park may still be included. **David Petersen** said with the 44-lot plan, the City would not be getting a park. **Rebecca Wayment** said the applicant still has to include 6 acres of open space, the applicant could still throw in a park. **David Petersen** said developments are a give and take. He said the Planning

Commission was not concerned with the rezone because the fall back lot size in the AE zone is 1-acre lots. He said the Planning Commission recommended the schematic plan with the 5 TDRs because the City would get the value of the TDRs and waiver, as well as the private park.

Mayor Talbot said he does not have issues between the 49 lots versus the 44 lots. He said he does not like the long street with nothing but houses. He asked if the proposed cul-de-sacs have been approved by the fire department. **David Petersen** said yes, the cul-de-sacs have been approved by the fire department in the DRC meeting.

Mayor Talbot asked if the Planning Commission is recommending 49 lots, which include 5 TDRs. **David Petersen** said yes, the Commission is recommending it. **Mayor Talbot** said he feels the proposed schematic plan would be an appropriate time to use TDRs, and it would help to have the TDR money to improve the trail or purchase more ground.

Alex Leeman asked how many lots the last developer proposed for this property. **David Petersen** said 34 lots.

Brett Anderson asked how much could be done tonight. **Mayor Talbot** said the Council could approve the rezone, but that at least 4 councilmembers have to vote for the TDRs. **David Petersen** said the alternative motion for the schematic plan has the TDRs as a condition of approval subject to 4 city council members. He said the Council could approve the schematic plan with the condition of TDRs and waiver or table the item to decide the schematic plan once the other two council members are present.

Michael Brodsky, 308 E. 4500 S., Murray, said there are a lot of benefits to the 49-lot subdivision, which includes a neighborhood park and trail head connections on both ends of the community. He said the proposed park is a \$60-70,000 fully landscaped ½ acre park with amenities. He said with the yield plan 44-lot schematic plan, he is under no obligation to do an improved park or trail connection. He said with the 49 lots, he would include an HOA that is responsible for the maintenance of the park and CC&Rs to maintain the integrity of the community. The HOA would also maintain the open space at the entrance of the neighborhood. He feels those are significant benefits over the 44-lot schematic plan, which would have no HOA, improved park, or trail connections. He said he was also under the impression that staff objects to have large open space parcels. He said that he could easily meet the open space requirement to qualify for a conservation subdivision without any effort or a waiver; to do so, he said he would take out acreage from the lots. **David Petersen** said if the applicant did so, it would decrease his lot sizes to approximately ¼ acre lots.

Mayor Talbot said he does not have a problem coming down on the open space requirement. He feels large parcels left as open space looks awful. He said he feels HOAs seem to fail at some point, but that it is not a bad way to go to try and keep the development looking good. He said he likes the idea of a private park as well. He said he does not have any heartburn over 44 versus 49 lots. He said he would rather see something better managed with an HOA, and a park included for residents. **Mayor Talbot** said he feels every developer is coming in requesting TDRs. He said he recognizes enough is enough; however, he does not feel this developer is being abusive of TDRs with this project. He said he likes how the open space is being proposed and feels it is a good option for the City to consider.

Rebecca Wayment asked if a vote is taken, and the rezone and 49 lots is approved on the condition that 4 council members will approve the TDRs, what would happen if the TDRs end up not being approved by 4 council members. **David Petersen** said the schematic plan would fail, and not be approved.

Rebecca Wayment said she would like to see what 44 lots look like with open space, or as a park, or even as a waiver. She said she does not have anything to compare to the 49 lot schematic plan, so she is not sure if that's what she really wants with the TDRs. She said she would like additional information ahead of time to allow for more discussion.

Meagan Booth, Associate City Planner, said the DRC discussed comparable compensations that may be included so a waiver could be considered. She suggested that the trail head connections could be included as one of those comparable compensations to qualify the applicant for a waiver.

Mayor Talbot asked for the council members' thoughts.

Rebecca Wayment said she is not comfortable approve the 49-lot schematic plan without the vote of the other City Council members. She said she is inclined to table the item because right now she is leaning more no, but is unsure where a vote no would leave the applicant.

Alex Leeman said he appreciates that the developer heard the comments about moving the park, but feels he did not hear comments about the overall lot county. He said he is unsure if he does not like the project or he is frustrated that a year and a half ago, the City had the opportunity to approve a 34-lot subdivision on the same property, but that the City had concerns about the DR line so they did not move forward on it. He said in his mind, this area of the City would remain really rural density. He felt 34 lots was more in line with that, but does not feel the same way about the 44 or 49-lot plan. He feels the 49 lot plan could have some appeal to it; he is comfortable tabling the item.

Brett Anderson expressed concern that if this project is approved, then the area to the south will look the same. He feels this whole area could become very packed very quickly. He said he is unsure who wrote the Ordinance for conservation subdivisions, but feels the City is far from keeping to the intent of the requirements included in the Ordinance. He said he would prefer to table this item, but that he feels comfortable approving the rezone as he sees it as something inevitable.

Shane Pace suggested making a motion on the rezone, and then possibly tabling the schematic plan and TDRs. He reminded the Council that every time a project is tabled, the chance of a successful subdivision will decrease. **Rebecca Wayment** asked for clarification that rezoning to AE would result in default lot size of one acre. **Shane Pace** said yes, lot size is 1 acre within the AE zone. **Brett Anderson** said he likes the idea of recommending the rezone to let the developer know that the City is still interested in the project.

Motion for the Rezone:

Alex Leeman moved that the City Council rezone this proposed 32 acres as AE. **Brett Anderson** seconded the motion which was unanimously approved.

Motion for the Schematic Plan:

Rebecca Wayment moved that the City Council table discussion on the schematic plan for the FLatrock Ranch 32 acres of property located at 600 S. 1525 W. until the next City Council meeting

when additional council members are in attendance to weigh in on the TDR and waiver discussions associated with the schematic plan. **Brett Anderson** seconded the motion which was unanimously approved.

David Petersen asked the Council for guidance on what more can be done so the Council can be in a position to come to a decision as the next meeting. **Rebecca Wayment** said she would like to see options of how the open space could be used versus the TDRs and waiver to get the park and trail head connection. She said she would also like information on where the City could use the TDR money; staff suggested the Farmington Creek trail, but she wondered if there are other places within the City that could benefit and why. **Alex Leeman** agreed that he would like to see other options. He said it may not just be 44 lots versus 49 lots, but wondered what the subdivision could look like with 1, 2 or 3 TDRs so there is something to compare the 49 lot schematic plan with 5 TDRs to. **David Petersen** suggested that a couple council members could meet with the developer to consider different options prior to the next meeting on July 18th to ensure that meeting is more productive. The applicant said he is in favor of this meeting. Staff will coordinate with the developer and the council members.

SUMMARY ACTION:

1. Davis County Dispatch Agreement

Rebecca Wayment moved, with a second from **Brett Anderson**, to approve summary action list. The motion was approved unanimously.

Introduction of Finance Director Candidate

Shane Pace said the process of hiring a new finance director for the City started over a month and a half ago. He said the City received 21 applications, which was then narrowed down to 8 individuals. He said there was a very high number of quality recruits, and he felt many of them would have worked well as the Finance Director; however, they narrowed the candidates down to two. He said it came down to which candidate would fit best within the organization and with department heads. He said he feels Greg Davis is the best fit. He also said it was important that Keith Johnson to review the candidate to ensure he can do everything Keith does, and do it well.

Keith Johnson said he involved the department heads and two office staff employees in the hiring process. He said he focused on the abilities and skills of the candidates and the department heads and staff focused on the candidate's ability to fit within the organization. He said two candidates rose above the others. He said both candidates did exceptionally well, but it was unanimous who would be the best fit during the final interviews.

Greg Davis, said that he has lived in Farmington for over 30 years. He said today he welcomed a new granddaughter, but that things were a bit scary. He said he feels family is so important. He promised the Council that his heart and head will be in this job; he looks forward to rolling up his sleeves and getting to work in this job. He looks forward to giving the City the service it deserves. He said having worked for "the Big City," and the state, he feels they have nothing on Farmington City. He said he has been very impressed and grateful for the many people that serve the community.

Rebecca Wayment asked if a starting date has been finalized. **Greg Davis** said that with the approval of City Council, July 1 would be the start date.

Mayor Talbot agreed that both candidate did very well. He said there were a few answers that Greg said that stood out to him. When asked how many employees he knows, Greg answered, "I can tell you who the janitors are, and they know me. I know the employees." **Mayor Talbot** said he was very impressed by this answer, as well as a few others. He said he feels its important to have a candidate that is family oriented, as well as recognizes everyone in the organization regardless of title.

Rebecca Wayment also agreed that both candidates were great, and that she was very impressed with Greg. She said she feels he is very disarming and approachable. She feels he will be easy to talk to and to get along with.

Motion:

Brett Anderson moved that the City Council approve the resolution appointing Greg Davis as the New Finance Director for Farmington City. **Rebecca Wayment** seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager Report

- He said the Flanders family, the owners of S&S Railroad, wants to build a train circle station in the middle of their property. He said the fire marshal said that he needs to bring in a water line with hydrant at least to the end of the parking lot so that water is available in the event of a fire. He said that he has a business license and charges people to ride the trains on the property. He said the property is 8 acres, and it currently does not have anything on the interior to fight a fire. He said all other structures that have been built are metal, and what he is proposing is wood. He knows what he will build will be fantastic, but the fire marshal feels strongly that they need to meet fire code on this issue.

Councilmember Alex Leeman

- He said he has received a lot of comments about Lagoon traffic getting worse. **Rebecca Wayment** said she has received a lot of comments as well. He said he is not sure what is causing traffic to get so much worse compared to other years. **Chief Hansen** said the police department and City Hall have received a lot of calls as well. He said Lagoon claims federal regulations are making them use chip readers instead of swiping cars, which is causing the intake lanes to get backed up. The council members, Mayor, and police chief discussed possible solutions. **Shane Pace** suggested he and the Chief Hansen meet with Lagoon's general manager and head of security to come up with possible solutions before UDOT and the Highway Patrol start becoming involved if the problem remains the same or gets worse.

Councilmember Brett Anderson

- He said resident Kristin Milm on Spring Creek Dr. sent an email about someone almost getting run over in her neighborhood. **Shane Pace** said the City is doing a number of things, including putting additional speed limit signs, followed by additional speed display signs, and then evaluating after each. He said the City Traffic Engineer Tim

Taylor is doing a street study, and is the one behind these suggestions. He said there are reports of “close calls,” and 50-60 mph cars driving by, but when the officers have sat on the road, they have not seen it. He said they are still working with her to find solutions.

- He said the developer, Jeff Johnson, building the 4 units across from the high school is wanting to get occupancy permits even though weber water will not be in until October. He said a homeowner can live in their home without weber water; however, they cannot close their construction loans until it’s put in. **Shane Pace** said he can talk with Eric about that tomorrow to ensure the big things, like culinary water are in, and then work something out.

Mavor Jim Talbot

- He thanked all those that are rerunning in the upcoming election.
- He reminded the council members to grab their tickets for the Web.com event on the 27th.
- He said Festival Days is around the corner; he asked that the council members review the agenda to see where they can help out.
- He said he has met with the Fire Chief, and the boundary for fireworks will not change this year.

ADJOURNMENT

Motion:

At 10:41 p.m., **Rebecca Wayment** moved to adjourn the meeting.

Holly Gadd, Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: July 17, 2019

SUBJECT: AMEND TITLE 10-2-10 THRU 10-2-70 OF THE CITY CODE TO ADOPT THE CURRENT BUILDING AND FIRE CODES

RECOMMENDATION

Approve the enclosed ordinance amending Title 10 Chapter 2 of the City Code for the adoption or the current State of Utah of adoptive building codes.

BACKGROUND

The State Legislature met this prior year to discuss House Bill 218 and House Bill 54. These bills was to update and change to the current building codes. The State of Utah has adopted the 2018 International Building Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Fire Code, 2018 Fuel Gas Code, 2018 International Energy Conservation Code, 2018 International Existing Building Code and the 2018 International Residential Building Code for appendix Q only. The State of Utah will still use the 2015 International Residential Building Code for all single-family dwellings.

Respectfully Submitted,

Eric Miller
Building Official

Review and Concur

Shane Pace
City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF FARMINGTON CITY
AMENDING CHAPTER 2 OF TITLE 10 OF THE MUNICIPAL CODE OF
THE CITY REGARDING UNIFORM CONSTRUCTION CODES**

WHEREAS, the State Legislature, from time to time, adopts new updates and amendments to the Uniform Construction Codes recognized by the State and applicable to construction in cities of the State; and

WHEREAS, the City Council desires to repeal and replace Chapter 2 of Title 10 of the Farmington City Municipal Code to update provisions of the code relating to the uniform construction codes affecting and regulating construction within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1: Repeal. Chapter 2 of Title 10 of the Farmington City Municipal Code, regarding construction codes, is hereby repealed in its entirety.

Section 2: Adoption and Codification. A new Chapter 2 of Title 10 of the Farmington City Municipal Code, regarding construction codes is hereby adopted and codified to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 3: Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3: Effective Date. The provisions of this Ordinance, for the preservation of public health and safety, shall become effective immediately upon publication and/or posting of the Ordinance, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF _____, 2019.**

FARMINGTON CITY

By: _____
Mayor H. James Talbot

ATTEST:

Holly Gadd, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Leeman	_____	_____
Councilmember D. Anderson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Wayment	_____	_____
Councilmember B. Anderson	_____	_____

Exhibit A

Chapter 2
CONSTRUCTION CODES

[10-2-010: DEFINED:](#)

[10-2-020: UNIFORM CODE ADOPTION:](#)

[10-2-030: FIRE CODE:](#)

[10-2-040: LOCAL AMENDMENTS:](#)

[10-2-050: CONFORMANCE WITH OTHER ORDINANCES:](#)

[10-2-060: DEFINITION:](#)

[10-2-070: LATER ENACTMENTS:](#)

10-2-010: DEFINED:  

Construction Code, for purposes of this Chapter, shall have the same meaning as set forth in the State Construction Code Administration Act, as adopted and amended by the state of Utah from time to time, and shall also refer to the Construction Codes adopted by the City in this Chapter.

10-2-020: UNIFORM CODE ADOPTION:  

Farmington City hereby adopts those certain Construction Codes, as adopted and amended by the State of Utah pursuant to the State Construction Code Administration Act, including all Construction Codes which may be adopted by the State from year to year pursuant to the Act.

10-2-030: FIRE CODE:  

The international fire code (IFC), 2018 edition, issued by the International Code Council, as adopted and amended by the state of Utah, including appendices: appendix B, fire flow requirements for buildings; appendix D, fire apparatus access roads (sections D101 through D105); appendix F, hazard ranking; appendix I, fire protection systems-unsafe conditions; and appendix J, emergency responder radio coverage; the National Fire Protection Association, NFPA 96, standard for ventilation control and fire protection of commercial cooking operations, 2008 edition, as adopted and amended by the state of Utah; and the National Fire Protection Association, NFPA 1403, standard on live fire training evolutions, 2007 edition, as adopted and amended by the state of Utah, are hereby adopted and incorporated herein by reference as the fire code of Farmington City. Local amendments adopted by Farmington City that are in effect on June 30, 2013, imposing requirements relating to automatic sprinkler systems for structures built in accordance with the IRC, shall remain in full force and effect and are hereby grandfathered pursuant to Utah Code Annotated section 15A-5-301 of the state fire code adoption act.

10-2-040: LOCAL AMENDMENTS:  

The construction codes adopted herein shall include any and all local amendments adopted by Farmington City and approved by the state in accordance with applicable local amendment procedures.

10-2-050: CONFORMANCE WITH OTHER ORDINANCES:  

Any construction, alteration or improvement of any building or structure within the city shall also comply with other relevant city ordinances and regulations, including, but not limited to, subdivision, zoning and fire provisions. The provisions of this title and the construction codes adopted herein are intended to be interpreted and administered in conformance with such other ordinances. Whenever a conflict exists between any provisions, the more restrictive standard or provision shall prevail. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

10-2-060: DEFINITION:  

As used in this chapter, the phrase "as adopted and amended by the state of Utah" shall mean the code referenced in each section of this chapter (e.g., international building code, national electrical code, etc.), duly adopted by the city; and shall also mean and include any later amendments or revisions to the code approved by the state of Utah or by the city.

10-2-070: LATER ENACTMENTS:  

In the event the state of Utah adopts or enacts a more recent version of any code referenced in this chapter or in Utah Code Annotated title 15A, that by virtue of its adoption by the state would require an amendment to this chapter, this chapter shall be deemed amended to adopt the newer version of the code on the effective date thereof.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and Council

From: Ken Klinker

Date: August 6, 2019

SUBJECT: **ORDINANCE AMENDING TITLE 16, STORMWATER REGULATIONS OF THE FARMINGTON CITY MUNICIPAL CODE**

RECOMMENDATION

Adopt Ordinance No. 2019-____ amending Title 16 of the Farmington City Municipal Code.

BACKGROUND

Farmington City's Utah Pollutant Discharge Elimination System (UPDES) program was audited by the State of Utah in 2017. Although there was never an official audit report submitted to the City, there were a few issues that needed to be addressed in our ordinance. This amendment will make some suggested language changes, will clarify the requirement of developers who own and operate long term storm water management Best Management Practices (BMPs) to provide a long-term management plan to inspect and report maintenance to the City, will promote the use of Low Impact Development designs to help infiltrate storm water, and will remove the option of waiving federal storm water management requirements in lieu of cash or land because the permit we have with the state does not give us this option. It also clarifies some activities that are prohibited by the permit and allows for the electronic storage of Storm Water Pollution Prevention Plans (SWPPPs) rather than keeping them at the construction site.

Respectfully Submitted,

Ken Klinker
Storm Water Official

Review and Concur

Shane Pace
City Manager

ORDINANCE NO. 2019-

**AN ORDINANCE OF THE CITY COUNCIL OF
FARMINGTON CITY AMENDING
TITLE 16, STORMWATER REGULATIONS**

WHEREAS, the City Council desires to update and amend Title 16 of the Farmington Municipal Code to incorporate requirements of the Utah Pollutant Discharge Elimination System permit that has been issued to the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, UTAH, AS FOLLOWS:

Section 1: Amendment. Title 16 of the Farmington City Municipal Code is hereby amended in its entirety as set forth in Exhibit "A" attached hereto and by reference made a part hereof.

Section 2: Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3: Effective Date. The provisions of this Ordinance shall become effective immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF _____, 2019.**

FARMINGTON CITY

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit “A”

**Title 16
STORMWATER REGULATIONS**

Chapter 1

GENERAL PROVISIONS

[16-1-010: PURPOSE:](#)

[16-1-020: APPLICABILITY:](#)

[16-1-030: ADMINISTRATION AND INTERPRETATION:](#)

[16-1-040: APPEALS:](#)

[16-1-050: ULTIMATE RESPONSIBILITY:](#)

[16-1-060: STORM DRAINAGE MASTER PLAN:](#)

[16-1-070: UPDES GENERAL PERMIT:](#)

[16-1-080: STORMWATER MANAGEMENT PLAN:](#)

[16-1-090: DEFINITIONS:](#)

[16-1-100: SEVERABILITY:](#)

16-1-010: PURPOSE:  

The purpose of this title is to establish and provide policies, rules and regulations regarding the city's storm drain system and for the control, management, discharge, removal and prevention of pollutants entering the city's storm drain system. It is further the purpose of this title to protect the health, safety and welfare of Farmington City, its inhabitants and the environment by improving the city's storm drain system, managing and controlling stormwater runoff, protecting property, and preventing polluted water from entering the city's storm drain system and other receiving waters to the maximum extent practicable as required by federal and state law. This title is intended to comply with all regulations and requirements of the NPDES and UPDES programs. The objectives of this title are:

- A. To regulate and prevent the contribution of pollutants to the city's storm drain system by stormwater discharges by any user;
- B. To prohibit illicit connections and discharges to the city's storm drain system;
- C. To guide, regulate and control the design, construction, use and maintenance of any development or other activity that results in the movement of earth on land within the city;
- D. To minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
- E. To reduce stormwater runoff rates and volume, soil erosion and nonpoint source pollution, wherever possible, through stormwater BMPs, and to ensure that these BMPs are properly maintained and pose no threat to public safety;

- F. To establish a viable and fair method of financing the construction, operation and maintenance of the city's storm drain system;
- G. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this title;
- H. To establish penalty and enforcement procedures for violations of this title; and
- I. To ensure compliance with requirements of the Farmington City UPDES general permit and the Farmington City **S**stormwater **M**management **P**lan. (Ord. 2008-03, 1-8-2003)

16-1-020: APPLICABILITY:  

The provisions of this title shall apply to any activities conducted within the incorporated area of the city, to all real property and development within the incorporated area of the city, and to all portions of the city's storm drain system. This title shall also apply to all water entering the city's storm drain system generated on any developed or undeveloped land or entering any creek, stream or stormwater facility located within the city, unless explicitly exempted in writing by the city or other authorized enforcement agency. (Ord. 2008-03, 1-8-2003)

16-1-030: ADMINISTRATION AND INTERPRETATION:  

The city manager is hereby designated as the city's authorized enforcement official and as such shall implement, administer and enforce the provisions of this title. Any powers granted or duties imposed upon the city manager may be delegated by the city manager or the city council to persons or entities acting in the beneficial interest of or in the employ of the city. (Ord. 2008-03, 1-8-2003; amd. 2016 Code)

16-1-040: APPEALS:  

Except as otherwise specifically provided herein, any person aggrieved by a final decision of any designee of the city manager interpreting or administering the provisions of this title may appeal such decision to the city manager by filing a written notice of appeal with the city recorder within fifteen (15) days from the date of the decision being appealed and stating the specific grounds for the appeal. The city manager may hold a hearing on the appeal. If the person or entity is not satisfied with the city manager's decision, a further appeal may be made to the city council. The appeal to the city council shall follow the same procedure as the appeal to the city manager. The city council's decision shall be final and binding on all parties. (Ord. 2008-03, 1-8-2003; amd. 2016 Code)

16-1-050: ULTIMATE RESPONSIBILITY:  

The standards and requirements set forth in this title and promulgated pursuant to this title are minimum standards and requirements. This title does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution or unauthorized discharge of pollutants. The issuance of any permit or any inspection conducted under the terms and provisions of this title shall not release any person from responsibility, liability, penalty or requirement set forth

herein, or by any applicable state or federal laws or regulations. Any person violating the terms and conditions of this title or discharging contaminated waters into the city's storm drain system shall be liable and responsible for such violations and/or contaminations. (Ord. 2008-03, 1-8-2003)

16-1-060: STORM DRAINAGE MASTER PLAN:

The city has adopted a master plan for the construction of storm drainage facilities within the city known as the Farmington City storm drainage master plan. All construction and development within the city and any connections or discharges of water into the city's storm drain system shall comply with provisions of the storm drainage master plan, as may be amended from time to time. (Ord. 2008-03, 1-8-2003)

16-1-070: UPDES GENERAL PERMIT:

The city has applied for and received from the state of Utah, Department of Environmental Quality, Division of Water Quality, a UPDES general permit for discharges from small municipal separate storm sewer systems (MS4s). All construction and development within the city and any and all connections and discharges of waters into the city's storm drain system shall comply with terms, conditions and provisions of the city's UPDES general permit, as may be amended from time to time. (Ord. 2008-03, 1-8-2003)

16-1-080: STORMWATER MANAGEMENT PLAN:

The city has adopted a Stormwater Management Plan in accordance with applicable state and federal rules and regulations. All construction and development within the city and any and all connections and discharges of waters into the city's storm drain system shall comply with the provisions of the stormwater management plan, as may be amended from time to time. (Ord. 2008-03, 1-8-2003)

16-1-090: DEFINITIONS:

Words not otherwise defined but used in this title or the materials referenced herein are defined in the federal clean water act, and any rules and regulations adopted pursuant thereto, and any applicable state laws, rules and regulations, including, but not limited to, the UPDES and NPDES programs. As used herein, the following terms, phrases and words shall have the following meanings:

AUTHORIZED ENFORCEMENT OFFICIAL: City employees designated to administer and enforce this title.

BEST MANAGEMENT PRACTICES (BMPs): Includes schedules of activities, prohibitions of practices, maintenance procedures, design standards and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into the waters of the United States. BMPs also include treatment requirements, operating procedures, educational activities and practices to control site runoff spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

CATCH BASIN: A basin combined with a storm drain inlet used to trap solids.

CITY APPROVALS: Any permit or approval required by the city prior to any construction activity, including, but not limited to, site preparation, grading, excavation or construction.

CLEAN WATER ACT: The federal water pollution control act, 33 USC 1251 et seq., and any

subsequent amendments thereto.

CONSTRUCTION ACTIVITY: Any land disturbance or activities, such as clearing, grubbing, grading, excavating, building and demolition.

CONVEYANCE SYSTEM: Any channel or pipe for collecting and directing the stormwater.

CULVERT: A covered channel or large diameter pipe that directs water flow below the ground surface.

DEGRADATION:

Biological Or Chemical: The breakdown of chemical compounds into simpler substances, usually less harmful than the original compound, as with the degradation of a persistent pesticide.

Geological: Wearing down by erosion.

Water: The lowering of the water quality of a watercourse by an increase in the amount of pollutant(s).

DETENTION: The process of collecting water from developed areas and releasing it at a slower rate than it enters the collection system. The excess of inflow over outflow is temporarily stored in a pond or a vault and is typically released over a few hours or a few days.

DETENTION BASIN: A depression, designed with an inlet and outlet that regulates water flow and allows debris to settle out, that is capable of detaining stormwater runoff until it can be released downstream.

DISCHARGE: The release of stormwater or other substance from a conveyance system or storage container.

DRAIN INLET: A point of entry into a detention basin, storm drain or other inlet used to trap solids.

DRAINAGE: The collection, conveyance, containment and/or discharge of surface and stormwater runoff.

ENTITY: Any corporation, partnership, limited liability company, organization, association, trust, governmental agency or any other legal entity.

EROSION: The wearing away of land surface by wind or water. Erosion occurs naturally from weather or runoff, but can be intensified by land clearing practices related to farming, residential or industrial development, road building or timber cutting.

FILL: A deposit of earth material placed by artificial means.

FINAL STABILIZATION: All soil disturbing activities at the site have been completed, and that a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of seventy percent (70%) of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions or geotextiles) have been employed.

GENERAL PERMIT: A permit issued under the NPDES or UPDES program to cover a class or

category of stormwater discharges.

GRADING: The cutting and/or filling of the land surface to a desired slope or elevation.

HAZARDOUS WASTE: Byproducts of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four (4) characteristics (flammable, corrosive, reactive or toxic), or appears on special EPA lists.

ILLEGAL DISCHARGE: Any direct or indirect nonstormwater discharge to the storm drain system, except discharges from emergency firefighting activities and other discharges exempted in this title.

ILLICIT CONNECTION: Any physical connection to a publicly maintained storm drain system allowing discharge of nonstormwater which has not been permitted by the public entity responsible for the operation and maintenance of the system.

IMPERVIOUS SURFACE: Any hard surface area which prevents or retards the penetration, absorption or entry of water into the ground, or any hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions preexistent to development. Common impervious surfaces include, but are not limited to: roofs; sidewalks; concrete or asphalt paving; walkways; patios; decks; driveways; parking lots; storage areas; trafficked or compacted gravel; road base; or other surfaces which similarly impede the natural infiltration of storm and surface water.

INDIVIDUAL PERMIT: A permit issued under the NPDES or UPDES program for a specific facility, whereby the unique characteristics of that facility may be addressed through the imposition of special conditions or requirements.

INFILTRATION: The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed in terms of inches per hour.

INLET: An entrance into a ditch, storm sewer or other waterway.

MULCH: A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover and minimizes temperature fluctuations.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): A municipally owned and operated stormwater collection system that may consist of any or all of the following: curb, gutter, drainage swales, piping, ditches, canals, detention basins, inlet boxes, or any other system used to convey stormwater that discharges into canals, ditches, streams, rivers or lakes not owned and operated by that municipality.

NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM): The EPA's program to control the discharge of pollutants to waters of the United States.

NPDES PERMIT: An authorization or license, or equivalent control document, issued by EPA or an approved state agency to implement the requirements of the NPDES program.

NONPOINT SOURCE: Pollution caused by diffuse sources (not a single location, such as a pipe) such as agricultural or urban runoff.

NONSTRUCTURAL PRACTICES: A preventative action to protect receiving water quality that does

not require construction. Nonstructural BMPs rely predominantly on behavioral changes in order to be effective. Major categories of nonstructural BMPs include education, recycling, maintenance practices and source controls.

OFF SITE: Any area lying upstream of the site that drains onto the site, any area lying downstream of the site to which the site drains, and any area that is not on site of the project.

ON SITE: The entire property that includes the proposed development.

OUTFALL: The point, location or structure where wastewater or drainage discharges from a sewer pipe, ditch or other conveyance to a receiving body of water.

PERSON: Any individual, corporation, partnership, limited liability company, organization, association, trust, governmental agency or any other legal entity.

POINT SOURCE: Any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel, or other floating craft, from which pollutants are or may be discharged.

POLLUTANT: Generally, any substance introduced into the environment that adversely affects the usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; sand, dirt, refuse, rubbish, garbage, litter or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

RECEIVING WATERS: Bodies of water or surface water systems receiving water from upstream constructed or natural systems.

RETENTION: The process of collecting and holding surface and stormwater runoff with no surface outflow.

RIPARIAN: A relatively narrow strip of land that borders a stream or river.

RUNOFF: That part of precipitation, snowmelt or irrigation water that runs off the land into streams or other surface water. It can carry pollutants from the air and land into the receiving waters.

SOURCE CONTROL: A practice or structural measure to prevent pollutants from entering stormwater runoff or other environmental media.

STORM DRAIN: A closed conduit for conducting stormwater that has been collected by inlets or collected by other means.

STORM DRAIN SYSTEM: The city's storm drain system comprised of storm and subsurface water facilities, improvements, streets, gutters, drains, swales, detention basins, property or other interests therein made, constructed or acquired by the city for purposes of managing and controlling storm or subsurface water.

STORMWATER: Water produced by storms, surface drainage, snow and ice melt, and spring flows and drainage. Stormwater does not include infiltration.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP): A document which describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems and/or receiving waters.

STRUCTURAL PRACTICES: Constructed facilities or measures to help protect receiving water quality and control stormwater quantity. Examples include storage, vegetation, infiltration and filtration.

SWALE: An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct stormwater flows into primary drainage channels and allow some of the stormwater to infiltrate into the ground surface.

UPDES PERMIT: An authorization or license, or equivalent control document, issued by the state of Utah to implement the requirements of the NPDES and UPDES program.

WATERS OF THE STATE: Surface waters and groundwaters within the boundaries of the state of Utah and subject to its jurisdiction.

WATERS OF THE UNITED STATES: Surface watercourses and water bodies as defined in 40 CFR 122.2, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons. (Ord. 2008-03, 1-8-2003)

16-1-100: SEVERABILITY:

The provisions of this title are hereby declared severable. If any provision, clause, section or sentence of this title or the application thereof to any person, establishment or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect or invalidate any other remaining provisions or application of this title. (Ord. 2008-03, 1-8-2003)

Chapter 2

STORM DRAINAGE UTILITY

16-2-010: PURPOSE:

16-2-020: DEFINITIONS:

16-2-030: DRAINAGE UTILITY:

16-2-040: ENTERPRISE FUND:

16-2-050: FACILITIES AND ASSETS:

16-2-060: FEES:

16-2-070: BILLING:

16-2-080: EXEMPTIONS:

16-2-090: CREDITS:

16-2-100: RESERVED:

16-2-110: POLICIES:

16-2-010: PURPOSE:  

The purpose of this chapter is to protect the health, safety and welfare of the city and its inhabitants by improving the city's storm drain system, managing and controlling groundwater and stormwater runoff, protecting property, improving water quality, preventing polluted waters from entering the city's water supply and other receiving waters, providing for flood mitigation, and establishing a viable and fair method of financing the construction, operation and maintenance of the city's storm drain system and flood mitigation projects. (Ord. 2008-03, 1-8-2003)

16-2-020: DEFINITIONS:  

In addition to the definitions set forth in section [16-1-090](#) of this title, for the purposes of this chapter, the following terms, phrases and words shall have the following meanings:

DEVELOPED PARCEL: Any parcel that has been altered from its natural condition by the construction of improvements or other impervious surface areas or by grading or filling of the ground surface areas which grading or filling affects the hydraulic properties of the parcel.

EQUIVALENT SERVICE UNIT OR ESU: The average amount of impervious surface, expressed in square feet, on developed parcels in the city.

PARCEL: The smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for tax purposes and given a tax account (lot) number by the Davis County assessor. (Ord. 2008-03, 1-8-2003)

16-2-030: DRAINAGE UTILITY:  

The city council hereby creates and establishes a drainage utility. The drainage utility shall plan, design, construct, maintain, administer and operate the city's storm drain system. (Ord. 2008-03, 1-8-2003)

16-2-040: ENTERPRISE FUND:  

The city council hereby establishes a drainage utility enterprise fund to handle all income, expenses and other financial transactions related to the drainage utility. All drainage utility service charges shall be deposited in the drainage utility enterprise fund. Money in the drainage utility enterprise fund shall not be commingled with or transferred to other city funds. However, the drainage utility may pay other city funds for services and expenses directly attributable to the drainage utility. The drainage utility enterprise fund shall be operated according to state law and city ordinances, rules, regulations and policies. (Ord. 2008-03, 1-8-2003)

16-2-050: FACILITIES AND ASSETS:

The drainage utility shall operate independently of city operations funded by the general fund. Upon creation of the utility, all of the city's storm drain system, facilities and assets (other than streets and other facilities and assets designated by the city council) shall be transferred to the drainage utility in consideration for the drainage utility's agreement to take primary responsibility for planning, designing, constructing, maintaining, administering and operating the city's storm drain system. (Ord. 2008-03, 1-8-2003)

16-2-060: FEES:

A. Imposed: Each developed parcel of real property in the city shall be charged a drainage utility fee.

B. ESU: The fee shall be based on the number of equivalent service units (ESUs) contained on the parcel. The city council finds that the ESU is the most accurate measurement for determining the amount that each parcel contributes to, benefits from, and otherwise uses the drainage utility. Based on a study completed within Farmington City, the city council finds and establishes that one ESU equals four thousand eighty three (4,083) square feet of impervious surface area.

C. Calculation: The fees established herein are based upon studies conducted by the city, or caused to be conducted by the city. Based on collected data, the city council finds that each single-family residential unit and residential duplex contributes approximately the same amount of stormwater runoff; therefore, each developed single-family residential parcel or residential duplex shall pay a base rate of one ESU. All developed multi-family residential parcels, commercial parcels and other nonresidential parcels shall pay a multiple of this base rate, expressed in ESUs, according to the measured impervious area on the parcel.

D. Charge Per ESU: The amount charged for each ESU shall be established by resolution of the city council and set forth in the city's fee schedule. (Ord. 2008-03, 1-8-2003)

16-2-070: BILLING:

The city council finds that the city's storm drain system, culinary water system and solid waste collection system are all interrelated services that are part of a unified city plan to provide for the health, safety and welfare of the city and its residents in an environmentally responsible manner. Therefore, the drainage utility fee shall be included on the city's regular monthly utility bill for any given property. If there is no regular utility bill for the property, the drainage utility fee shall be charged to the owner of the property. The fee shall be deemed a civil debt owed to the city by the person or entity paying for the city utility service provided to the property. All developed parcels shall

be charged the fee, regardless of whether or not the owner or occupant of the property requests the drainage utility service. Failure to pay any portion of the utility bill may result in termination of water service. (Ord. 2008-03, 1-8-2003)

16-2-080: EXEMPTIONS:

The following exemptions shall be provided regarding required drainage utility fees:

- A. Undeveloped Parcels: Undeveloped parcels shall not be required to pay any drainage utility fees.

- B. Streets: The city council finds that fully improved dedicated public streets, constructed in compliance with city standards and specifications, are part of the storm utility conveyance system and are therefor exempt from the drainage utility fees set forth herein. (Ord. 2008-03, 1-8-2003)

16-2-090: CREDITS:

- A. Credits And Adjustments: The city acknowledges the need to provide credits and adjustments to the drainage utility fees charged for various developments as more particularly provided herein.

- B. Residential Units: All single-family residential units and residential duplexes have been assumed to be similar in terms of their impact and contribution of stormwater runoff to the city's storm drainage systems. As such, all single-family residential units and duplexes pay a common base user fee and will not be considered for a user fee credit.

- C. Multi-Family, Commercial And Industrial Developments: As there are many varying site runoff conditions for multi-family, commercial, industrial, institutional and other nonresidential developments, the city will consider granting a reduction and/or credit to the calculated user fee for certain parcels based upon detention, retention and/or mitigation management facilities and/or measures provided on the parcel.

- D. Amendments: The city council reserves the right to alter the criteria on which credits are granted, based on the objectives of the drainage utility program. The current primary object behind the credit policies set forth herein is to encourage on site detention, retention and/or mitigation measures in accordance with this title, the city's storm drain master plan and stormwater management plan, and to address water quality.

- E. Limitations: The credits provided herein are intended to encourage property owners to implement on site stormwater management facilities and/or best management practices to assist and improve the city's overall ability to address stormwater management and water quality. The various types of credits may be utilized alone or cumulatively to address such issues, provided the maximum amount of credit that may be granted for any parcel or property shall be seventy percent (70%) of the original calculated fee. In no event shall any credit be granted that would reduce the minimum monthly storm drainage utility fee below one ESU. No credit shall be imposed retroactively.

F. Application For Credit Or Adjustment: Any multi-family, commercial, industrial or institutional property owner, or their agent, may apply to the city manager for a reduction in the monthly drainage utility fee. A reduction in the monthly fee will be considered if one or more of the following credit or adjustment criteria apply:

1. Adjustments:

- a. Adjustment criteria #1: Calculation of the impervious surface area is incorrect.
- b. Adjustment criteria #2: The amount of impervious surface area on the property changes.

2. Credits:

- a. Credit criteria #1: Property owner has constructed on site stormwater retention or detention basin(s) which limit the stormwater discharge rate and have a benefit to the overall system of the city, as determined by the city.
- b. Credit criteria #2: Property owner has constructed on site stormwater detention that has the capacity to detain more water than the property generates and is considered to be a regional detention facility by the city.
- c. Credit criteria #3: Property owner has constructed, installed and/or maintains improvements that meet best management criteria as approved by the city, state or federal agencies in accordance with the NPDES phase II program for improving water quality for stormwater runoff.

G. Adjustment Criteria #1: A great amount of time and effort has been expended in analyzing and determining the measurement and calculation of the impervious surface area for property within the city to ensure accuracy and correctness. The impervious surface area for most properties is determined from site plans on file with the city, aerial photos and/or actual field measurements. Property owners, or their agents, who disagree with the amount of impervious surface area measured on their property may apply for an adjustment based on an incorrect calculation of impervious surface. In order to receive an adjustment, the property owner, or his or her agent, must provide sufficient evidence that indicates that the amount of impervious surface has been miscalculated. This information may include, but is not limited to, final site plans, as built drawings, aerial photos, actual field measurements and/or other documents that indicate the impervious surface areas. All properties that are reevaluated by the city will be billed according to the new measurements. This new billing may result in a lower or higher fee applied to the property.

H. Adjustment Criteria #2: There is a possibility that changes may occur in the amount of impervious surface area as a result of development or other improvements to the property. If changes have been made on a parcel of land that alters the amount of impervious surface area (e.g., new areas of landscaping, or a reduction of impervious surface areas), the property owner, or his or her agent, may apply for an adjustment. Supporting documentation must accompany the application, including, but not limited to, final site plans, as built drawings, aerial photos, actual field measurements and/or other documents that indicate the impervious surface areas. All properties that are reevaluated by the city will be billed according to the new calculations. This new billing may result in a lower or higher fee applied to the property.

I. Credit Criteria #1: Many properties within the city have constructed retention or detention areas on site. These retention or detention areas or basins help control the amount of stormwater that enters into the city's system during and after a storm event. Nonresidential property owners, or their agents, that have constructed such on site stormwater retention or detention facilities may be eligible to apply for credit. In order for a property to receive credit for retention or detention capabilities on their site, the property owner, or their agent, must provide detailed information about the retention or detention area. This information shall include, but is not limited to: final site plans, as built drawings and blueprints, engineers' studies or reports, and/or drainage calculations. In order to receive credit, it must be determined by the city that the retention or detention facility has a sufficient benefit to the city's overall storm drain system; that the retention or detention facility helps to reduce the city's costs in operating and maintaining the city's storm drain system; and/or that the retention or detention facility reduces downstream flow or adds capacity or reduces the city's downstream costs in providing stormwater services. The retention or detention facility must be inspected by the city to determine that the system is in good working order as represented by the applicant.

1. Conditions: If granted, the credit provided may remain in effect, subject to amendment to this credit policy, as long as:

- a. The retention or detention system is in working order and properly maintained.
- b. The property owner remains responsible for all costs of operation and maintenance of the facility.
- c. The city has access to the stormwater retention or detention facility for the purpose of inspecting its compliance with design, maintenance and operating standards.
- d. The retention or detention system continues to provide a sufficient benefit to the city's overall storm drain system; helps to reduce the city's costs in operating and maintaining the city's overall storm drain system; and/or reduces downstream flow, adds capacity or reduces the city's downstream costs in providing stormwater services, as determined by the city.

2. Amount: The amount of credit, if any, for an on site stormwater detention basin shall be determined by the city manager, upon recommendation by the review committee, as to the benefit of the facility and the following table:

Basin Outlet Rate	Maximum Credit Amount
0.8 cfs per acre	30%
0.6 cfs per acre	35%
0.4 cfs per acre	40%
0.2 cfs per acre	45%

3. Maximum: A maximum credit of up to fifty five percent (55%) may be granted for on site retention facilities with a discharge of zero, as determined by the city manager, upon recommendation by the review committee as to the benefits of the facility.

J. Credit Criteria #2: A maximum credit of up to forty five percent (45%) may be granted for on site stormwater detention facilities that have the capacity to detain more water than the property generates and is considered to be a regional detention facility by the city as more particularly described herein. In some instances, certain nonsingle-family residential parcels may have the space needed and the location desired for construction of a regional detention basin. Regional detention basins can have a great overall benefit to the city's storm drain system. In order for a property to be considered a regional detention facility, it must have the needed space to construct facilities that can detain the property's own runoff as well as additional amounts of stormwater runoff from other properties within the same drainage basin. It must also be in a geographical location that is in agreement with the city's storm drain master plan and stormwater management plan, as determined by the city. Properties that qualify as regional detention facilities may receive an approved credit under credit criteria #1 for on site detention, plus an additional credit based on the amount of additional regional detention that the site can provide. Properties requesting additional credits for excess detention must provide detention facilities with a maximum minimum 0.2 cfs per acre basin outlet rate. The amount of additional credit given for a property that has regional detention shall be based on the following table:

If on site detention exceeds the needed amount by:	The additional amount of credit given is:
25% - 49%	35%
50% - 74%	40%
75% or more	45%

K. Credit Criteria #3: A maximum credit of thirty percent (30%) may be granted by the city manager, upon recommendation of the review committee, for the installation and maintenance of improvements, facilities and/or measures that meet best management criteria as approved by the city, state or federal agencies in accordance with the NPDES phase II program for improving water quality for stormwater runoff. A sample of city approved best management practices are more particularly set forth in the Farmington City stormwater management plan as adopted, and amended, by the city.

L. Approval And Granting Of Credit Or Adjustment: Each property owner, or their agent, applying for a drainage utility fee adjustment or credit will be required to complete a credit or adjustment application and submit this application, together with any required calculations and specific site data, to the city manager. A review committee shall meet and evaluate the adjustment or credit application and supporting documents. The review committee shall consist of the stormwater official, city planner, public works director and city engineer. The applicant may be invited to present his/her application, if desired by the review committee. The review committee shall evaluate the merits of each credit application and shall recommend to the city manager the approval or denial of the fee credit or adjustment and the recommended amount of any credit or adjustment. The city manager shall make the final decision regarding fee credits and adjustments. The city manager's decisions for credit or adjustment may be based on the review committee's recommendation, the data submitted, as well as the city manager's and the review committee's evaluation of how the facilities comply with and/or further the city's storm drain master plan and stormwater management plan; the sufficiency of the benefit of the on site facilities to the city's overall storm drainage system; the amount of benefit that a facility provides to the city in reducing the costs associated with operating and maintaining the

storm drain system; and whether the facility adds

Chapter 3 STORMWATER MANAGEMENT AND PERMIT

[16-3-010: CITY STORMWATER PERMIT REQUIRED:](#)

[16-3-020: EXEMPTIONS:](#)

[16-3-030: CITY STORMWATER PERMIT APPLICATION:](#)

[16-3-040: CITY STORMWATER POLLUTION PREVENTION PLAN:](#)

[16-3-050: LICENSED PROFESSIONAL ENGINEER:](#)

[16-3-055: BOND:](#)

[16-3-060: PERMIT REVIEW AND APPROVAL:](#)

[16-3-070: NOTICE OF COMMENCEMENT OF WORK:](#)

[16-3-080: PERMIT DURATION AND EXTENSIONS:](#)

[16-3-090: PERMIT NONTRANSFERABLE OR NONASSIGNABLE:](#)

[16-3-100: COMPLIANCE WITH OTHER ORDINANCES:](#)

[16-3-110: PERMIT KEPT ON SITE:](#)

[16-3-120: INSPECTIONS:](#)

[16-3-130: AS BUILT PLANS:](#)

[16-3-140: NOTICE OF TERMINATION \(NOT\):](#)

[16-3-150: STORMWATER MANAGEMENT PERFORMANCE CRITERIA:](#)

[16-3-160: STORMWATER MANAGEMENT DESIGN CRITERIA:](#)

[16-3-170: WAIVERS:](#)

[16-3-180: FEE IN LIEU:](#)

[16-3-190: DEDICATION OF LAND:](#)

16-3-010: CITY STORMWATER PERMIT REQUIRED:  

Except as otherwise exempted under section [16-3-020](#) of this chapter, any person or entity proposing to disturb one acre or more of ground in connection with any development, land disturbance or construction activity within the city or any person or entity proposing to disturb less than one acre of ground which is part of a larger common plan of development that disturbs one acre or more of ground shall be required to obtain a stormwater permit from the city. Such permit is required to be obtained prior to or in conjunction with the issuance of any demolition, excavation, land disturbance, building, site plan, land use or subdivision permit or approval, or any development or construction activity within the city. A stormwater permit shall also be required for any building permit for a structure requiring earthmoving, unless otherwise waived by the stormwater official. In determining whether to grant a waiver, the stormwater official shall consider the following with respect to the property and circumstances associated with the same: topography, vegetation, wetlands, steep slopes, sensitive areas, high water table, proximity to water channels, creeks, wells or riparian areas. (Ord. 2008-03, 1-8-2003)

16-3-020: EXEMPTIONS:  

A stormwater permit is not required for the following activities:

- A. Emergency: Any emergency activity that is immediately necessary for the protection of life, property or natural resources; or

- B. Existing Nursery, Agricultural Operations: Existing nursery and agricultural operations legally conducted as a permitted main or accessory use. (Ord. 2008-03, 1-8-2003)

16-3-030: CITY STORMWATER PERMIT APPLICATION:

A completed application for a stormwater permit shall be submitted to the stormwater official on forms provided by the city. All applications for a stormwater permit shall contain the following information and/or documents:

- A. Contacts: The name, address and contact information for the owner of the site, the developer of the site, contractors working at the site, and any consulting firm retained by the applicant;
- B. Dates: The proposed starting date and estimated completion date for the proposed work and/or construction activity;
- C. Plan: A city stormwater pollution prevention plan, as more particularly described in section [16-3-040](#) of this chapter, for the subject property and the proposed construction activities to be prepared and implemented in accordance with the terms and conditions of this title;
- D. Permit: A copy of the UPDES permit issued by the state and a copy of the stormwater pollution prevention plan submitted in conjunction with the UPDES permit for the subject property and the proposed construction activities, as applicable;
- E. Fee: The required stormwater pollution prevention review and application fee as set forth in the city's fee schedule; and
- F. Bond: A bond in the amount deemed sufficient by the city to cover all costs and required performance under the terms and conditions of this title regarding stormwater pollution prevention, including, but not limited to, compliance with the terms and conditions of this chapter, the stormwater pollution prevention plan and any additional conditions required by the stormwater official or city engineer as provided herein. All bonds shall comply with the provisions of section [16-3-055](#) of this chapter. (Ord. 2008-03, 1-8-2003)

16-3-040: CITY STORMWATER POLLUTION PREVENTION PLAN:

- A. Required: A city stormwater pollution prevention plan (city SWPPP) shall be required with all permit applications and shall include sufficient information (e.g., maps, hydrologic calculations, soil reports, erosion and sediment control plan, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the structural and/or nonstructural BMPs proposed for managing stormwater generated at the project site. The city SWPPP shall include a landscaping plan in accordance with subsection [16-3-160C](#) of this chapter. The intent of the city SWPPP is to determine the type of stormwater BMPs necessary for the proposed project and to ensure adequate planning for long term operation,

management and maintenance of stormwater runoff from future development. The stormwater official may prepare a city SWPPP checklist for assistance in preparing such plans.

- B. Previously Developed Site: For development, redevelopment or construction activities occurring on a previously developed site, an applicant shall be required to include within the city SWPPP BMPs for controlling existing stormwater runoff discharges from the site in accordance with the standards of this title to the maximum extent practicable.
- C. Subdivisions: For developments, projects or construction activities involving a residential, commercial or industrial subdivision, the applicant shall be required to include with the city SWPPP individual lot development standards and recommended BMPs for home or building construction activities within the subdivision.
- D. State Requirements: For projects, developments and construction activities requiring a state UPDES permit and SWPPP, applicants may submit the SWPPP submitted to the state for purposes of the city SWPPP, provided, the city reserves the right to require additional information or conditions in accordance with the provisions of this title.
- E. Previously Approved Subdivisions: For individual lot developments, projects or construction activities within a subdivision previously approved under the terms and conditions of this title, including issuance of a city stormwater permit and city SWPPP, the applicant may submit the city SWPPP submitted for the previously approved subdivision, provided, the city reserves the right to require additional information or conditions in accordance with the provisions of this title.
- F. Waiver: The stormwater official may waive any city SWPPP requirements set forth herein in conjunction with the issuance of a stormwater permit for any building permit or individual lot development or construction activity which is not subject to the federal EPA requirements to obtain a city stormwater permit (i.e., disturbs 1 acre or more of ground in connection with any development, land disturbance or construction activity within the city or disturbs less than 1 acre of ground which is part of a larger common plan of development that disturbs 1 acre or more of ground). In determining whether to grant a waiver of any of the city SWPPP requirements, the stormwater official shall consider the following with respect to the property and circumstances associated with the same: topography, vegetation, wetlands, steep slopes, sensitive areas, high water table, proximity to water channels, creeks, wells or riparian areas, and existing construction and infrastructure. (Ord. 2008-03, 1-8-2003)

16-3-050: LICENSED PROFESSIONAL ENGINEER:

All proposed stormwater facilities and submitted plans shall be calculated, designed and certified by a licensed professional engineer. (Ord. 2008-03, 1-8-2003)

16-3-055: BOND:

Prior to issuance of a stormwater permit, the applicant and responsible parties shall enter into a bond agreement with the city to insure completion of, compliance with and performance under the terms and conditions of this title regarding stormwater pollution prevention, including, but not limited

to, compliance with the terms and conditions of this chapter, the stormwater pollution prevention plan and any additional conditions required by the stormwater official and/or city engineer as provided herein. The bond agreement shall be in a form and contain such provisions as approved by the city. Such provisions may be included in and combined with any other additional bonds required for the project, development or construction activity, such as the public improvements bond for subdivisions. The bond amount shall be determined by the stormwater official and city engineer on a case by case basis depending upon the property and circumstances, including, but not limited to, the stormwater BMPs proposed for the project. The city shall have the right to use the bond proceeds in the event the permit holder fails to comply with the terms and conditions of the bond agreement. The city shall retain a percentage of the bond proceeds to cover administrative costs incurred by the city in obtaining compliance or completion of improvements. If the bond proceeds are inadequate to pay the cost of completion of, compliance with and performance under the terms and conditions of the bond agreement, the permittee shall be responsible for the deficiency and no further construction or development activities shall be conducted on the project until the deficiency is paid or remedied and a new bond, satisfactory to the city, is executed and delivered to the city. (Ord. 2008-03, 1-8-2003)

16-3-060: PERMIT REVIEW AND APPROVAL:

The stormwater official and/or city engineer shall review all stormwater permit applications and city SWPPP for compliance with the terms and conditions of this title. In the event the stormwater permit application or city SWPPP as submitted is deemed inadequate or fails to meet the terms and requirements of this title, the stormwater official and/or city engineer may require additional information or impose additional conditions and requirements on the proposed construction activities to the extent necessary to bring the application and/or plan into compliance with the terms and purposes of this title. Failure to comply with the terms and conditions of this title shall be grounds for denial of the stormwater permit and/or any development, land use, subdivision or land disturbance permit or approval. No construction activity, land use or land disturbance activity shall occur on the subject property until a stormwater permit is approved by the stormwater official and/or city engineer. (Ord. 2008-03, 1-8-2003)

16-3-070: NOTICE OF COMMENCEMENT OF WORK:

After issuance of a permit, the stormwater official shall be notified by the permittee of proposed commencement of the work at least twenty four (24) hours prior to commencement of work. (Ord. 2008-03, 1-8-2003)

16-3-080: PERMIT DURATION AND EXTENSIONS:

A stormwater permit shall be valid for the time period specified in the permit. If the work is not completed during such period, prior to the expiration of the permit, the permittee may apply to the city for a permit extension. A permit extension shall be reviewed and approved by the stormwater official and/or city engineer and shall only be issued upon a showing of good cause. The length of the extension shall not exceed the original term and shall be determined by the stormwater official and/or city engineer. Any extension shall require written review and amendment to the stormwater permit, SWPPP and bonding, as necessary. (Ord. 2008-03, 1-8-2003)

16-3-090: PERMIT NONTRANSFERABLE OR NONASSIGNABLE:

Stormwater permits shall not be transferable or assignable and work shall not be performed under a permit in any place other than that specified in the permit. Nothing contained herein shall prevent a permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the

permit, and for all bonding, insurance and other requirements of this title. Subcontractors shall be appropriately licensed, insured and bonded. (Ord. 2008-03, 1-8-2003)

16-3-100: COMPLIANCE WITH OTHER ORDINANCES:

The issuance of any stormwater permit by the city shall be subject to and conditioned upon compliance with all other applicable city ordinances regarding the proposed land disturbance or construction activity, including, but not limited to, subdivision ordinance, zoning ordinance, excavation, erosion control and grading permit ordinances, and other land use development requirements. (Ord. 2008-03, 1-8-2003)

16-3-110: PERMIT KEPT ON SITE:

Any approved stormwater permit, SWPPP and all related documents and plans shall be kept on site at the project **or be available electronically from the site.** (Ord. 2008-03, 1-8-2003)

16-3-120: INSPECTIONS:

Field inspections may occur during and postconstruction to verify BMPs are built and properly designed and to ensure BMPs are properly maintained. Field inspections for compliance with this title and any permits issued hereunder shall be conducted by the stormwater official, the city building inspector, the city ordinance enforcement officer and/or other designated agent of the city. The stormwater official may prepare an inspection checklist to assist in field inspections. (Ord. 2008-03, 1-8-2003)

16-3-130: AS BUILT PLANS:

In addition to all other ordinance requirements, all permittees subject to the terms and conditions of this chapter are required to submit actual as built plans for any and all permanent stormwater BMPs and facilities after final construction is completed. As built plans must show the final design specifications for all stormwater BMP facilities and must be certified by a licensed professional engineer. A final inspection by the stormwater official and/or city engineer is required before release of any bond can occur. (Ord. 2008-03, 1-8-2003)

16-3-140: NOTICE OF TERMINATION (NOT):

- A. Operators: Operators wishing to terminate coverage under the city stormwater permit must submit a notice of termination (NOT) to the city. Such NOT shall be submitted to the stormwater official.

- B. Permittees: All permittees must submit an NOT within thirty (30) days after completion of their construction activities and final stabilization of their portion of the site, or another operator taking over all of their responsibilities at the site. A permittee cannot submit an NOT without final stabilization unless another party has agreed to assume responsibility for final stabilization of the site. Appropriate enforcement action may be taken for permit violations where a permittee submits an NOT but the permittee has not transferred operational control to another permittee or the site has not undergone final stabilization. (Ord. 2008-03, 1-8-2003)

16-3-150: STORMWATER MANAGEMENT PERFORMANCE CRITERIA:

Unless determined by the stormwater official and/or city engineer to be exempt or granted a waiver, the following performance criteria shall be utilized and addressed for stormwater BMPs at all sites and proposed land disturbance or construction activities:

- A. Site Designs: All site designs shall establish stormwater BMPs to control the peak flow rates of stormwater discharge associated with specified design storms (specified by the UPDES stormwater general permit for construction activities UTR100000) and reduce the generation of stormwater. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

- B. Discharges: No stormwater runoff generated from new development shall be discharged directly into a jurisdictional wetland or local water body without adequate treatment. Where such discharges are proposed, the impact of the proposal on wetland functional values shall be assessed using a method acceptable to the stormwater official and city engineer. In no case shall the impact on functional values be any less than allowed by the army corps of engineers (ACE) or the department of environmental quality (DEQ) responsible for natural resources.

- C. Recharge: Annual groundwater recharge rates shall be maintained by promoting infiltration through the use of structural and nonstructural methods. At a minimum, annual recharge from the postdevelopment site shall mimic the annual recharge from predevelopment site conditions. This subsection shall not apply to areas with high water tables.

- D. Pollutants: All site designs shall establish stormwater BMPs to minimize, to the maximum extent practicable, sediment, debris and all other pollutants from entering the storm drain system during all phases of ~~demolition~~ development. The owner, developer, contractor and/or their authorized agents shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment and sand that may accumulate in the storm drain system and stormwater appurtenances as a result of site development.

- E. Soil Erosion: All site designs shall establish stormwater BMPs to minimize, to the maximum extent practicable, soil erosion. Any earth disturbance shall be conducted in such a manner so as to effectively reduce accelerated soil erosion and resulting sedimentation. All earth disturbances shall be designed, constructed and completed in such a manner so that the exposed area of any disturbed land shall be limited to the shortest possible period of time. Soil erosion control measures for all slopes, channels, ditches or any disturbed land area shall be completed within fourteen (14) calendar days after final grading, or final earth disturbance, has been completed. All temporary soil erosion control measures shall be maintained until permanent soil erosion control measures are implemented.

- F. Critical Areas: Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater BMPs.

G. Hotspots: Stormwater discharges from land uses or activities with higher potential pollutant loadings, known as "hotspots", may require the use of specific structural BMPs and pollution prevention practices.

H. Postconstruction: Postconstruction stormwater BMPs, where practicable, shall be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Postconstruction stormwater BMPs may include, but are not limited to, stormwater detention structures (including wet ponds); stormwater retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices).

The developer of any postconstruction storm water BMPs to be privately maintained shall enter into a Long-Term Storm Water Management Agreement with the City which will be recorded against the property. This agreement shall include a Long-Term Storm Water Management Plan as required by the City's UPDES MS4 permit from the State.

I. Additional Requirements: Prior to design, applicants shall consult with the stormwater official to determine if the project or activity is subject to additional stormwater design requirements. (Ord. 2008-03, 1-8-2003)

16-3-160: STORMWATER MANAGEMENT DESIGN CRITERIA:

A. Site Design: Stormwater BMPs for a site shall be chosen based on the physical conditions of the site. Among the factors that should be considered:

1. Topography;
2. Maximum drainage area;
3. Depth to water table;
4. Removal of suspended sediment, hydrocarbons, trash or other pollutants.
5. Soils;
6. Slopes;
7. Terrain;
8. Head; and
9. Location in relation to environmentally sensitive features.

B. Conveyance: All stormwater BMPs shall be designed to convey stormwater to allow for the maximum removal of pollutants and reduction in flow volumes and velocities. This shall include, but is not limited to:

1. Maximizing of flow paths from inflow points to outflow points;
2. Protection of inlet and outfall structures;
3. Elimination of erosive flow velocities; and
4. Providing of underdrain systems, where applicable.
5. Use of Low Impact Development (LID) designs.
6. Use of Long Term BMPs.

C. Landscaping: When deemed necessary by the stormwater official or city engineer, all stormwater BMPs and city SWPPP shall have a landscaping plan detailing both the vegetation to be in the practice and how and who will manage and maintain this vegetation. When required, this plan shall be prepared by a registered landscape architect.

D. Maintenance: The permittee carrying out all BMPs and control measures under the provisions of this title, and all subsequent owners or tenants of the property on which such measures have been taken, shall maintain all temporary and permanent BMPs and control measures. Should the permittee, or any subsequent property owner and/or tenants, fail to adequately maintain the temporary and permanent BMPs and control measures, the city reserves the authority to enter the affected property and to take such action as is necessary in accordance with the enforcement and violation provisions of [chapter 5](#) of this title. (Ord. 2008-03, 1-8-2003)

The permittee will prepare, sign and record (after approval of the City stormwater official) a Long Term Storm Water Management Agreement (LTSWMA) describing the systems, operations and minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on the property.

16-3-170: WAIVERS:

- A. Scope: Every applicant shall provide for stormwater management as required by this title unless a written request to waive such requirement is filed with and approved by the city. Requests to waive the stormwater management permit and/or plan requirements shall be submitted to the stormwater official and shall be reviewed and approved by the stormwater official and the city engineer. The city is not authorized to grant any waiver of state or federal requirements and no waiver granted by the city hereunder shall be interpreted to grant such authority. The decision to grant a waiver under this section shall be within the sole discretion of the city.
- B. Conditions: The minimum requirements for stormwater management may be waived in whole or in part upon written request of the applicant and approval by the city; provided, that at least one of the following conditions applies:
1. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this title;

2. Alternative minimum requirements for on site management of stormwater discharges have been established in a stormwater management plan that has been approved by the stormwater official and city engineer and the implementation of the plan is required by city ordinance;
3. Provisions are made to manage stormwater by an off site facility. The off site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on site practices and there is a legally obligated entity responsible for long term operation and maintenance of the stormwater practice; or
4. The stormwater official and city engineer find that meeting the minimum on site management requirements is not feasible due to the natural or existing physical characteristics of a site.

C. Adverse Impacts: In instances where one of the conditions above applies, the stormwater official and city engineer may grant a waiver from strict compliance with these stormwater management provisions, as long as acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the stormwater official and city engineer that the waiver will not result in the following impacts to downstream waterways:

1. Deterioration of existing culverts, bridges, dams and other structures;
2. Degradation of biological functions or habitat;
3. Accelerated stream bank or streambed erosion or siltation; ~~or~~
4. Increased threat of flood damage to public health, life or property; ~~or~~
5. Addition of pollutants to the waterways.

~~D. Mitigation Measures: Where compliance with minimum requirements for stormwater management is waived, the applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the jurisdictional stormwater authority. Mitigation measures may include, but are not limited to, the following:~~

- ~~1. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat;~~
- ~~2. The creation of a stormwater management facility or other drainage improvements on previously developed properties, public or private, that currently lack stormwater management facilities designed and constructed in accordance with the purposes and standards of this title; or~~
- ~~3. Monetary contributions (fee in lieu) to fund stormwater management activities, such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, and monitoring of stormwater BMPs). (Ord. 2008-03, 1-8-2003)~~

16-3-180: FEE IN LIEU:

~~Where the city waives all or part of the minimum stormwater management requirements, or where~~

~~the waiver is based on the provision of adequate stormwater facilities provided downstream of the proposed development, the applicant shall be required to pay a fee in an amount determined by the city in accordance with the provisions of this section. When an applicant obtains a waiver of the required stormwater management, the monetary contribution required shall be in accordance with a fee schedule (unless the developer and the stormwater authority agree on a greater alternate contribution) established by the city, and based on the cubic feet of storage required for stormwater management of the development in question. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any city approval or permit for the development, land disturbance or construction activity. (Ord. 2008-03, 1-8-2003)~~

16-3-190: DEDICATION OF LAND:

~~In lieu of a monetary contribution, an applicant may obtain a waiver of the required stormwater management by entering into an agreement with the city for the granting of an easement or the dedication of land by the applicant, to be used for the construction of an off-site stormwater management facility. The agreement shall be entered into by the applicant and the city prior to the recording of plats or, if no record plat is required, prior to city approval or permit for the development, land disturbance or construction activity. (Ord. 2008-03, 1-8-2003)~~

Chapter 4 PROHIBITED ACTIONS

16-4-010: VIOLATIONS OF THIS TITLE:

16-4-020: PERMIT REQUIRED:

16-4-030: NO POLLUTED WATERS:

16-4-040: OBSTRUCTIONS:

16-4-050: DUMPING:

16-4-060: DAMAGE TO FACILITIES:

16-4-070: TRACKING MUD OR MATERIALS ON PUBLIC STREET:

16-4-080: WASHING OUT CONCRETE TRUCKS:

16-4-090: STOCKPILING DEBRIS OR MATERIALS:

16-4-100: CHEMICAL STORAGE OR USE:

16-4-110: DUMPSTER LOCATION:

16-4-120: PORTABLE TOILET LOCATION:

16-4-130: DUST CONTROL:

16-4-140: ILLICIT DISCHARGES:

16-4-150: RESIDENTIAL ROOF DRAINAGE RESTRICTIONS:

16-4-010: VIOLATIONS OF THIS TITLE:  

It is unlawful for any person or entity to violate or cause to be violated any of the provisions of this title. (Ord. 2008-03, 1-8-2003)

16-4-020: PERMIT REQUIRED:  

It is unlawful for any person or entity to conduct or cause to be conducted any activity which is subject to the stormwater permit requirements of this title upon any parcel of real property within the city unless a stormwater permit and all of its applicable components have been issued for the subject parcel of real property and activity. (Ord. 2008-03, 1-8-2003)

16-4-030: NO POLLUTED WATERS:  

The only substance allowed to be discharged under this title into the city's storm drain system is stormwater, surface drainage, subsurface drainage, groundwater, roof runoff or nonpolluted water. Such water may be discharged only into city storm drain system facilities which have adequate capacity for the accommodation of such water. Such discharged water shall comply with the terms and provisions of this title and the city's stormwater quality standards. (Ord. 2008-03, 1-8-2003)

16-4-040: OBSTRUCTIONS:  

A. Obstruction: It is unlawful for any person or entity to obstruct or contribute to the obstruction of the flow of stormwater runoff or nonstormwater runoff into any detention basin, storm drain, curb and gutter, drain inlet or other associated structural controls that convey stormwater and/or nonstormwater runoff, unless the obstruction is authorized in writing by the city.

- B. Interference: It is unlawful for any person or entity to cause any obstruction that inhibits the normal flow of stormwater and/or nonstormwater runoff in any curb and gutter, unless the obstruction is associated with a street and/or storm drainage improvement project and is authorized in writing by the city and granted with the issuance of a permit signed by an authorized agent of the city.
- C. Covering Inlet: It is unlawful for any person or entity to cover any drain inlet for any reason or purpose, unless the obstruction is authorized in writing by the city; provided, however, that a drainage system inlet may be temporarily obstructed in emergency situations in order to prevent contaminants from entering the storm drain system.
- D. Exceptions: Subsections A and B of this section shall not apply during cleanup periods established by the city, provided the materials are placed according to any directions from the city and do not obstruct drain inlets. (Ord. 2008-03, 1-8-2003)

16-4-050: DUMPING:

- A. Dumping: It is unlawful for any person or entity to place or dump or allow to be placed or dumped into any detention basin, storm drain, curb, gutter, drain inlet or other storm drainage structure that conveys stormwater and/or nonstormwater, any type of deleterious product, including, but not limited to, debris, dirt, sand, **grass clippings, trash, excess fertilizer**, petroleum product, chemical, paint, pesticide, herbicide, heavy metal, acid or base product, solid or liquid waste product, hazardous waste product and/or human or animal waste.
- B. Exceptions: The restrictions set forth in subsection A of this section shall not apply to the normal runoff of nonstormwater related to domestic home uses; for example, lawn watering. (Ord. 2008-03, 1-8-2003)

16-4-060: DAMAGE TO FACILITIES:

It shall be unlawful for any person or entity to place or cause to be placed in the easement, channel, bed or bank of any river, stream, wash or other natural drain or within or upon any storm drain, flood control channel, reservoir, detention basin, debris basin, spreading ground or other property over which the city has an interest, matter of any kind that may operate to impede, retard or change the normal direction of the flow of flood, storm or other waters, or that may catch or collect debris carried by such waters, or that may be carried downstream by such waters to the damage and detriment of adjacent private or public property, or that may degrade the quality of the water, without first obtaining a written permit for such placement from the city. (Ord. 2008-03, 1-8-2003)

16-4-070: TRACKING MUD OR MATERIALS ON PUBLIC STREET:

It is unlawful for any person or entity to track or drop mud, stones, dirt, concrete, gravel, sediment or other similar materials onto public streets by construction or delivery vehicles. It shall be the duty of the driver of a vehicle who unlawfully drops or deposits mud, stones, concrete, gravel, sediment or other similar materials or permits the load or any portion thereof to be dropped or deposited upon any public street to immediately remove the same or cause the same to be removed. It shall be the duty of the driver of any vehicle to clean the tires and vehicle undercarriage of dirt or debris before the vehicle enters onto a paved public street. Developers, builders and any responsible person shall

provide for the cleaning of all construction vehicles on site before the vehicles leave the site. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with any city approvals or permits issued for the land disturbance or construction activity. In the event construction traffic causes debris to be dropped or deposited onto public streets in violation of this section, developers, builders and any responsible person shall also be responsible and liable for cleaning the public streets. Curbs, gutters and streets adjacent to construction projects will be inspected by the city for compliance with the provisions herein. (Ord. 2008-03, 1-8-2003)

16-4-080: WASHING OUT CONCRETE TRUCKS:

It is unlawful for any person or entity to wash out a concrete truck, including windows, tires and the truck exterior, at any construction site, other than in preapproved designated areas or to discharge waste concrete or concrete truck rinse water, except into preapproved discharge facilities. ~~Dumping of excess concrete at any construction site shall not be allowed.~~ It shall be the duty of the driver of the concrete vehicle to wash out his or her concrete truck in preapproved designated areas. The driver of the vehicle shall be responsible for cleaning up any concrete or debris deposited on any site in violation of this section. Developers, builders and any responsible person shall provide a preapproved designated area for the cleaning of concrete trucks. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with any city approvals or permits issued for the land disturbance or construction activity. In the event a concrete truck is washed out ~~or excess concrete is deposited on any site~~, the developers, builders and any responsible person shall also be responsible and liable for cleaning up the illegally deposited concrete ~~washout~~ from the site. Projects will be inspected by the city for compliance with the provisions herein. (Ord. 2008-03, 1-8-2003)

16-4-090: STOCKPILING DEBRIS OR MATERIALS:

It is unlawful for any person or entity to stockpile construction or yard improvement materials or debris in the street, gutter or in any drainage channel (natural or manmade). This includes, but is not limited to, ramps being constructed for temporary access across the existing curb and gutter, stockpiling of topsoil or other fill material, stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm drain system. Materials stored on a pallet, in a self-contained storage unit, or by other acceptable means, may be preapproved by the stormwater official. (Ord. 2008-03, 1-8-2003)

16-4-100: CHEMICAL STORAGE OR USE:

It is unlawful for any person or entity to use or store chemicals in a manner that causes pollution to the city's storm drain system. (Ord. 2008-03, 1-8-2003)

16-4-110: DUMPSTER LOCATION:

Dumpsters ~~that are not waterproof~~ shall not be allowed in the street or on any paved surfaces, except as may be approved under special circumstances by the stormwater official. Drain plugs with respect to containers designed with drains shall be in place at all times. Dumpsters shall be serviced with sufficient frequency so as to prevent overflow, spillage and the emanation of offensive odors. (Ord. 2008-03, 1-8-2003)

16-4-120: PORTABLE TOILET LOCATION:

Portable toilets shall not be allowed in the street, on any paved surfaces or in the park strip, except as may be approved under special circumstances by the stormwater official. (Ord. 2008-03, 1-8-2003)

16-4-130: DUST CONTROL:

Dust control measures shall be implemented on all construction sites where there will be major soil disturbances or heavy construction activity, such as clearing, excavation, demolition or excessive vehicle traffic. Dust control measures include, but are not limited to, mulch, sprinkling, vegetative cover, windbreaks, stone and spray on chemical soil treatments. (Ord. 2008-03, 1-8-2003)

16-4-140: ILLICIT DISCHARGES:

A. Prohibited: No person or entity shall discharge or cause to be discharged into the city's storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards.

B. Exceptions: The commencement, conduct or continuance of any illicit discharge to the city's storm drain system is prohibited, except as described as follows:

1. Water line flushing or other potable water sources;
2. Landscape irrigation or lawn watering;
3. Approved diverted stream flows;
4. Groundwater infiltration to storm drains;
5. Uncontaminated pumped groundwater;
6. Air conditioning condensation;
7. Natural riparian habitat or wetland flows;
8. **Emergency fire** firefighting activities, and any other water source not containing pollutants;
9. Swimming pools (only if dechlorinated in accordance with federal regulations to less than 0.4 ppm chlorine);
10. Springs;
11. Natural riparian habitat or wetland flows; or
12. Discharges specified in writing by the stormwater official as being necessary to protect public health and safety.

C. Dye Testing: Dye testing is an allowable discharge, but requires a written notification to the stormwater official at least five (5) business days prior to the time of the test.

D. Permitted Discharges: The prohibitions set forth in this section shall not apply to any nonstormwater discharge permitted under an NPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of the federal environmental protection agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver or order, and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system by the city.

E. Connections: The prohibitions set forth in this section expressly include, without limitation, connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. The prohibition also expressly includes, without limitation, connections of sanitary sewer lines to the storm drain system.

F. Curbside Drainage Outlets: No person or entity shall install drainage outlets into curbsides unless approved by the city engineer or stormwater official. Approval shall be granted in limited circumstances and must be based on a showing of good cause. (Ord. 2008-03, 1-8-2003)

16-4-150: RESIDENTIAL ROOF DRAINAGE RESTRICTIONS:

No person or entity shall connect roof drains to the subsurface drainage system. The capacity of the subsurface drainage system is not designed to handle the quantity of runoff generated from roof drains. Runoff from roof drains should be directed to a lawn or a flowerbed. (Ord. 2008-03, 1-8-2003)

Chapter 5

VIOLATIONS AND ENFORCEMENT

16-5-010: NOTIFICATION OF SPILLS:

16-5-020: INSPECTIONS:

16-5-030: TESTING AND MONITORING:

16-5-040: REMOVAL OF OBSTRUCTION:

16-5-050: STOP WORK ORDER; REVOCATION OF PERMIT:

16-5-060: ORDER COMPLIANCE:

16-5-065: USE OF BOND PROCEEDS:

16-5-070: VIOLATION AND PENALTY:

16-5-010: NOTIFICATION OF SPILLS:

- A. Responsibility: All persons in charge of a project, development or facility, or responsible for emergency response for a project, development or facility, are responsible to train personnel, maintain records of such training and maintain notification procedures to assure that immediate notification is provided to the city upon becoming aware of any suspected, confirmed or unconfirmed release of material, pollutants or waste that creates a risk of discharge into the city's storm drain system.
- B. Containment; Notice To City: As soon as any person in charge of a project, development or facility or responsible for emergency response for a project, development or facility has knowledge of any release of materials as described in subsection A of this section, such person shall take all necessary steps to ensure the containment and clean up of such release and shall immediately notify the city stormwater official of the occurrence (no later than the next business day).
- C. Requirements Additional: The notification requirements of this section are in addition to any other notification requirements set forth in federal, state or local regulations and/or laws. (Ord. 2008-03, 1-8-2003)

16-5-020: INSPECTIONS:

Whenever the stormwater official determines it is necessary to make an inspection to enforce any of the provisions of this title, or whenever an authorized enforcement official has reasonable cause to believe that there exists in any building or upon any premises any condition which may constitute a violation of the provisions of this title, the official and/or stormwater official may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the official by this title; provided, that: a) if such building or premises is occupied, he or she first shall present proper credentials and request entry; and b) if such building or premises is unoccupied, he or she first shall make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. (Ord. 2008-03, 1-8-2003)

16-5-030: TESTING AND MONITORING:

- A. **Scope Of Requirements:** Whenever the stormwater official or his or her designee determines that any person engaged in any activity and/or owning or operating any facility may cause or contribute to stormwater pollution or illicit discharges to the city's storm drain system, the stormwater official or his or her designee may, by written notice, order that such person undertake such monitoring activities and/or analyses and furnish such reports as the stormwater official or his or her designee may recommend. The written notice shall be served either in person or by certified or registered mail, return receipt requested, and shall set forth the basis for such order and shall particularly describe the monitoring activities and/or analyses and reports required. The burden to be borne by the owner or operator, including costs of these activities, analyses and reports, shall bear a reasonable relationship to the need for the monitoring, analyses and reports and the benefits to be obtained. The recipient of such order shall undertake and provide the monitoring, analyses and reports within the time frames set forth in the order.
- B. **Failure To Comply:** In the event the owner or operator of a project, development or facility fails to conduct the monitoring and/or analyses and furnish the reports required by the order in the time frames set forth therein, the city may cause such monitoring and/or analyses to occur and assess all costs incurred, including reasonable administrative costs and attorney fees, to the facility owner or operator. The city may pursue judicial action to enforce the order and recover all costs incurred. (Ord. 2008-03, 1-8-2003)

16-5-040: REMOVAL OF OBSTRUCTION:

In addition to any penalties which may be imposed pursuant to this title, the city may do the following:

- A. **Removal:** Remove any of the obstructions and any pipelines or other devices installed in violation of the provisions of this title;
- B. **Notice:** Give written notice to persons in violation of the provisions of this title requiring the removal of offending installations from natural channels or other storm drainage facilities. Notices may be personally served or may be mailed to violators by registered mail; provided, that a copy is also posted on offending installations for a period of ten (10) days. If such installations are not removed within ten (10) days after notice is given, the city may effect removal at the expense of the person in violation and may recover its costs and expenses therefor; and/or
- C. **Abatement:** Bring an action for the abatement of the nuisance caused by the offending installation and/or for the recovery of the city's costs and expenses incurred in removing the offending installation pursuant to subsection A or B of this section. (Ord. 2008-03, 1-8-2003)

16-5-050: STOP WORK ORDER; REVOCATION OF PERMIT:

In the event that any person holding a stormwater permit pursuant to this title fails to complete the work required under the permit, fails to comply with all the requirements, conditions and terms of the permit, or violates the terms of the permit, the city may suspend or revoke the stormwater permit and/or the applicable site development permit and issue a stop work order as is necessary to eliminate any danger to persons or property and to leave the site in a safe condition. If the city issues a stop work order, the permittee, and its subcontractors, shall immediately stop all work on

the project, building or permit activity. Except as otherwise authorized by the city, no work shall be conducted on the project, building or permit activity until and unless the violation has been remedied and the city has issued a reinstated permit. The permittee shall be required to pay a reinstatement fee in accordance with the Farmington City fee schedule. The city may authorize completion of all necessary temporary or permanent erosion control or stabilization measures and may use authorized bond funds to pay for the same. The permittee shall be liable to the city for all costs and expenses that may be incurred or expended by the city in bringing the property into compliance with the requirements of the permit and any collection costs, including legal fees, incurred by the city. The city may recover these costs through appropriate legal action. (Ord. 2008-03, 1-8-2003)

16-5-060: ORDER COMPLIANCE:

Whenever the city finds that a person or entity has violated a prohibition or failed to meet a requirement of this title, the authorized enforcement official may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:

- A. The performance of monitoring, analyses and reporting;
- B. The elimination of illicit connections or discharges;
- C. That violating discharges, practices or operations shall cease and desist;
- D. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- E. Payment of a fine to cover administrative and remediation costs; and
- F. The implementation of source control or treatment BMPs. (Ord. 2008-03, 1-8-2003)

16-5-065: USE OF BOND PROCEEDS:

In addition to the remedies and procedures set forth in this chapter, the city is authorized to utilize the bond proceeds in accordance with the terms and conditions of the bond agreement entered into by the parties for the particular project, development or construction activity in accordance with section 16-3-055 of this title. (Ord. 2008-03, 1-8-2003)

16-5-070: VIOLATION AND PENALTY:

- A. Criminal Violation: Any person who violates any provision of this title shall be guilty of a class B misdemeanor and shall be subject to fines as provided in Utah Code Annotated section 76-3-301, as amended, and/or imprisonment as provided in Utah Code Annotated section 76-3-204, as amended. Each day during which any violation of any of the provisions of this title is committed, continued or permitted shall constitute a separate offense.

- B. Civil Penalty: Any person who violates any provision of this title may be subject to civil penalties as more particularly set forth by resolution or ordinance of the city council.
- C. Damages: If, as the result of the violation of any provision of this title, the city or any other party suffers damage and is required to make repairs to and/or replace any materials, the cost of the repair or replacement shall be borne by the party in violation, in addition to any criminal fines and/or penalties.
- D. Nuisance: In addition to the penalties provided herein, any condition caused or permitted to exist in violation of any of the provisions of this title shall be considered a threat to the public health, safety, welfare and the environment, and may be declared and deemed a nuisance by the stormwater official, or his or her designee, and may be abated and/or restored by the city in accordance with nuisance procedures.
- E. Other Relief: This section shall not limit the authority of any court of competent jurisdiction to impose any other sanction or order any other relief as may be appropriate and lawful under local, state or federal law. (Ord. 2008-03, 1-8-2003)

capacity or reduces the city's costs in providing stormwater services. If approved, the monthly fee will be reduced or adjusted in accordance with the amount granted by the city manager.

- M. Duration Of Credits: Subject to amendment to this policy or the city's storm drainage utility, any credit for the drainage utility fee granted by the city shall remain in effect as long as the property owner, or their agent, receiving the credit is in compliance with the criteria that the credit is based upon. If a property owner, or their agent, is not in compliance, the city may suspend the fee credit granted to the property owner or their agent. (Ord. 2008-03, 1-8-2003)

16-2-100: RESERVED:  

(2016 Code)

16-2-110: POLICIES:  

The city manager may recommend for adoption by the city council policies and procedures to assist

in the application, administration and interpretation of this chapter. Said policies and procedures may be adopted by resolution of the city council. (Ord. 2008-03, 1-8-2003)

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY, UTAH APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY PLANNING DEPARTMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Farmington City Council (the "*Council*") met in a regular session on May 21, 2019, to consider among other things, approving an interlocal cooperative agreement with Davis County; and

WHEREAS, local government entities are authorized by the Utah Local Cooperative Act (UTAH CODE § ANN. 11-13-101, *et. Seq.*) to enter into agreements with each other, upon a resolution to do so by the respective governing bodies, to do what each agency is authorized by law to perform; and

WHEREAS, a uniform interlocal agreement between various Davis County cities including Farmington City, has been prepared for approval which sets forth the purposes thereof, the extent of participation of the parties, and the rights, duties and responsibilities of the parties A copy of such interlocal agreement is attached hereto; and

NOW THEREFORE BE IT RESOLVED by the Council that the attached interlocal agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

ADOPTED by the City Council of Farmington City, Utah, this 6th day of August, 2019

FARMINGTON CITY, UTAH

BY: _____
Mayor H. James Talbot

ATTEST:

Holly Gadd, City Recorder

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of Farmington, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.

- B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
 - C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2020, 2021, and 2022 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2019 and will remain in effect through the later of September 30, 2022, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964 and the Fair Housing Act, and to conduct and administer the grant in a manner that affirmatively furthers fair housing;
 - B. Comply with Section 109 of the Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - C. Comply with all other applicable laws; and
 - D. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> Farmington Attn: City Manager 160 Main Street Farmington, UT 84025	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.

14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.
15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL
COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020,
2021, AND 2022

DAVIS COUNTY, UTAH

Randy B. Elliott, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Michael D. Kendall
Davis County Deputy Civil Attorney
Dated: _____

SIGNATURE PAGE FOR THE CITY OF FARMINGTON, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

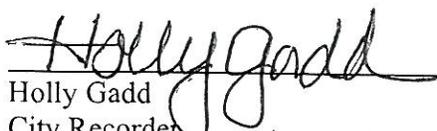
CITY OF FARMINGTON, UTAH





H. James Talbot
Mayor
Dated: 05/21/2019

ATTEST:



Holly Gadd
City Recorder
Dated: 05/21/2019

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.



Michael J. Mazuran
Attorney for the City of Farmington
Dated: 5-21-19

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

S U B J E C T: City Manager Report

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 6, 2019

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.