3292611
BK 7594 PG 2821

E 3292611 B 7594 P 2821-2866
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/14/2020 02:38 PM
FEE $0.00 Pgs: 46
DEP RTT REC'D FOR FARMINGTON CITY
CORP

When recorded, mail to:

Farmington City
160 S Main
Farmington, UT 84015

Affects Parcel No(s): 08-052-0028, 08052-0071
08-052-0255, 08-052-0256

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 2nd day of March, 2020, by and between Farmington City, a Utah municipal corporation ("City"), and Tefon Investment Holding LLC, a Utah Limited Liability Company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Farmington City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Planning Department and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan and,

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

Section 1

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

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the MS4 annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate

maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor.

Section 6

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

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

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

Section 11

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

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

Section 14

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

Section 15

Exhibit B. The Long-Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Planning Department. Revision applications must be filed with the City of Farmington and amended into the LTSWMP on file with the Farmington City Planning Department.

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 2nd day of March 20 20.

DEVELOPER

By: Teton Investment Holding LLC Title: _____

By: [signature] Title: Manager

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she is the ___ _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the ___ _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 2nd day of March, 2020, personally appeared before me Gary M. Wright who being by me duly sworn did say that he or she is the _ Manager of Teton Investment Holding, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Julie B. Boyle
NOTARY PUBLIC
Residing in Davis County, Utah.

NOTARY PUBLIC
JULIE B. BOYLE
708511
COMMISSION EXPIRES
OCTOBER 14, 2023
STATE OF UTAH

FARMINGTON CITY

By: Chad W. Boshell Date: 7-20-20

Title: City Engineer

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 20th day of July, 2020, personally appeared before me Chad W Boshell, who being duly sworn did say, that he, is the City Engineer of **FARMINGTON CITY**, a Municipal Corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said he acknowledged to me that the City executed the same.

HEIDI BOUCK
Notary Public State of Utah
My Commission Expires on:
November 21, 2023
Comm. Number: 709298

Notary Public
Residing at:

My Commission Expires:

Nov. 21, 2023

Davis County

LTSWMP____

Attachments:

Exhibit A: Legal Description
Exhibit B: Long-Term Stormwater Management Plan; Filed with Farmington City Planning Department

EXHIBIT A

Parcel # 080520263

Legal Description:

BEG AT A PT ON THE E LINE OF THE PPTY CONV TO JKC LLC, IN A WARRANTY DEED RECORDED AS E# 1120111, SD PT BEING S 00^07'44" E 190.13 FT ALG THE 1/4 SEC LINE & S 89^29'27" E 673.41 FT FR THE CENTER 1/4 COR OF SEC 13-T3N-R1W, SLB&M; & RUN TH N 01^25'47" E 179.73 FT ALG SD E LINE TO A COR OF SD JKC LLC PPTY; TH N 89^24'00" W 206.68 FT ALG THE N LINE OF SD JKC LLC PPTY TO A COR OF THAT PPTY CONV TO PIONEER LEGACY PROPERTIES II LC, IN A QC DEED RECORDED AS E# 2324500; TH N 44^57'26" W 14.96 FT ALG THE E'LY LINE OF SD CONVEYANCE TO A COR OF THE PPTY CONV TO HNJ INVESTMENT CO LLC IN A WARRANTY DEED RECORDED AS E# 3069668; TH ALG SD HNJ INVESTMENT CO LLC PPTY THE FOLLOWING FIVE (5) COURSES: 1) N 73^16'20" E 31.99 FT, 2) N 28^10'09" E 54.56 FT, 3) N 72^28'00" W 15.99 FT, 4) N 11^31'43" E 91.02 FT, 5) N 24^42'50" E 151.15 FT TO THE S LINE OF THE PROPOSED R/W FOR LAGOON DRIVE; TH E'LY & S'LY ALG SD PROPOSED S R/W THE FOLLOWING FIVE (5) COURSES: 1) S 89^07'15" E 121.01 FT TO A 167.00 FT RADIUS CURVE TO THE RIGHT, 2) SE'LY 222.26 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 76^15'16", CHORD BEARS S 50^59'37" E 206.21 FT TO A PT OF TANGENCY, 3) S 12^51'59" E 176.26 FT TO A 433.00 FT RADIUS CURVE TO THE LEFT, 4) SE'LY 148.98 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 19^42'48", CHORD BEARS S 22^43'23" E 148.25 FT TO A PT OF TANGENCY, 5) S 32^34'47" E 52.72 FT TO AN EXIST FENCE ON THE N LINE OF THE PPTY CONV TO G.M.W. DEVELOPMENT INC IN A WARRANTY DEED RECORDED AS E# 3008056; TH ALG SD FENCE & N LINE THE FOLLOWING THREE (3) COURSES: 1) N 89^29'44" W 147.01 FT, 2) N 88^29'27" W 30.25, 3) N 89^29'27" W 138.51 FT TO THE E LINE OF SD CONVEYANCE TO JKC LLC & TO THE POB. CONT. 3.376 ACRES

3292611
BK 7594 PG 2830

EXHIBIT B

Long-Term Stormwater Management Plan

for:

East Park Lane Phase 2
1178 W. Legacy Crossing Blvd Suite 100
Centerville, UT 84014

Owner: Spencer Wright
1178 W. Legacy Crossing Blvd Suite 100
Centerville, UT 84014
801.773.7339

Maintenance Contact: Dale VanWagoner
1178 W. Legacy Crossing Blvd Suite 100
Centerville, UT 84014
801.773.7339
dale@somersetpm.com

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including the Lehi Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The Jordan River is presently impaired but does not have a Total Maximum Daily Load (TMDL). This LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants that if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOPs) that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Instructions:

- The purpose of this section is to help the Operator understand that the property can impact water quality and why it is important to maintain the property according to this LTSWMP.
- Describe site infrastructure, structural controls and any low impact development designs (LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Impervious Infrastructure, Including Parking, Sidewalk, and Flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be cleaned up and thrown away as often as possible. Any remaining sediment will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system and sumps in the inlet boxes.
Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots, and improve appearance when necessary. The Pavement Maintenance and the Pavement Washing SOPs are used to manage the pollutants associated with our pavements.

Landscaping

Our landscape operations with be very minimal. It may however include include some mowing that can result in grass clippings, dirt, mulch, including fertilizers, pesticides and other pollutants to fall or be left on our paved areas. The primary pollutant impairing the above ground detention basin and then to Farmington Creek is organic material so it is vital that the paved areas with direct connection to the City storm drain systems remain clean of landscape debris. The Landscape Maintenance SOP is written to control and manage this potential pollution source affecting Farmington Creek.

Storm Drain System

The storm drain inlets direct all runoff to an above ground detention pond stormwater. The storm drain inlets are design to capture and filter out 90% of suspended solid and pollutants and ting material before reaching the above ground detention basin. There is a possibility that a small amount of pollutants may escape and be transported to Farmington Creek. It is important to regularly maintain this system to protect Farmington Creek. The Storm Drain Maintenance SOP is written to control and manage this system.

Waste Management

This phase consists of only a roadway system and very little waste management is needed until future phases are completed.

Utility System

This phase consists solely of roadway, curb and gutter, and a sidewalk. Utilities are stubbed to future developments that will be required to have Spill Containment and Cleanup SOPs.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian path system. However, the snow removal operations improperly managed will increase our salt impact to local water resources and to our own vegetation. It is vital that snow removal and salt is used only as needed.

Equipment / Outside Storage

There will not be any equipment stored outside on this site that could impact any water quality.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Lehi City Stormwater Division annually.

SECTION 4: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

3292611
BK 7594 PG 2837

EAST PARK LANE, PHASE 2

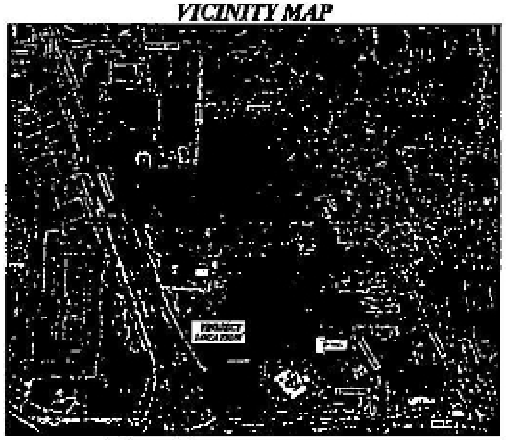
WRIGHT DEVELOPMENT

MULTIPLE PARCELS AT APPROXIMATELY 800 NORTH LAGOON DRIVE
LOCATED IN SECTION 13, T.3N., R.1W., S.L.B.&M.
FARMINTON CITY, DAVIS COUNTY, UTAH

DEVELOPERS INFORMATION

WRIGHT DEVELOPMENT GROUP
1-800-662-4111 [illegible]

VICINITY MAP



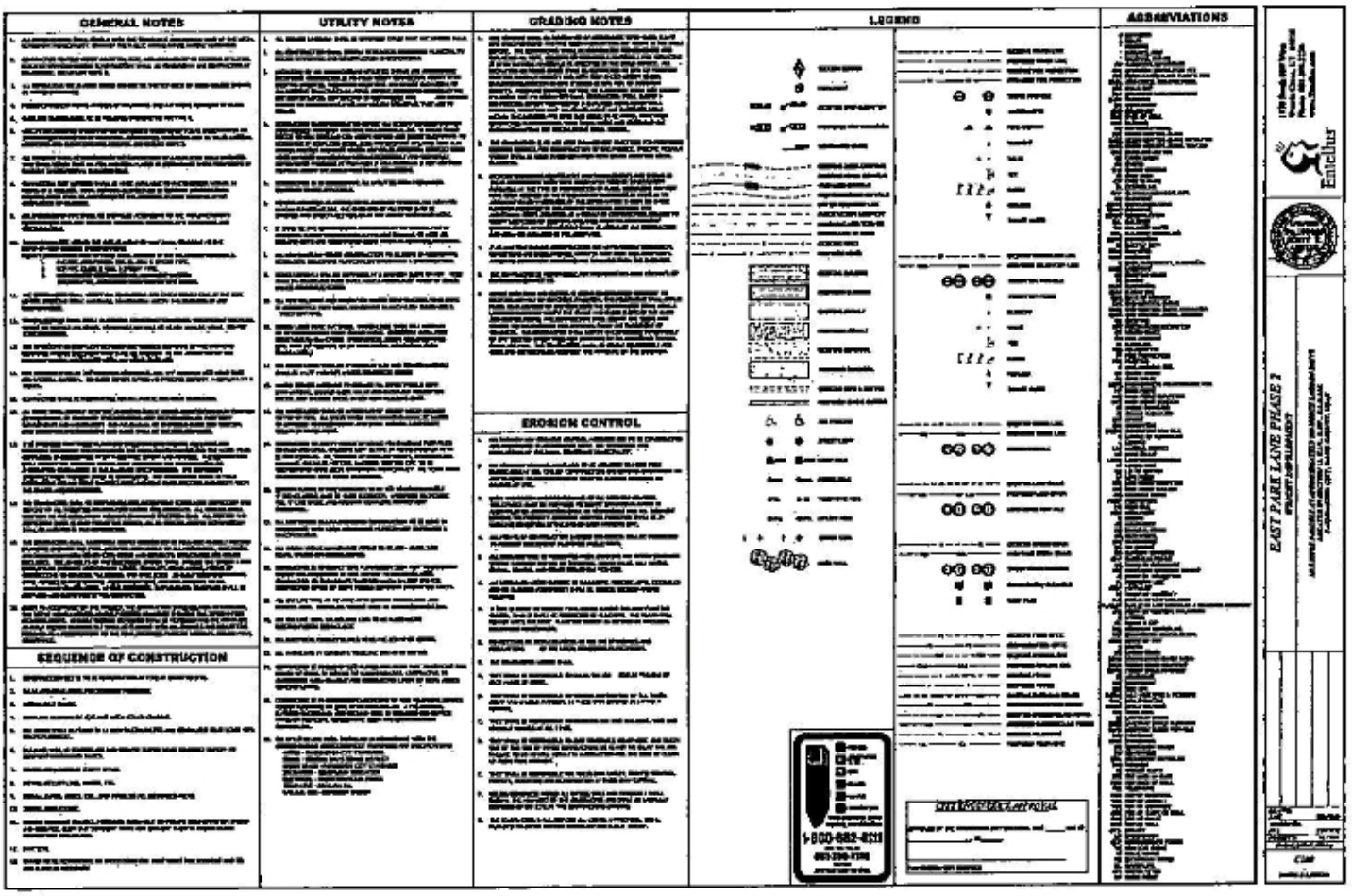
DRAWING INDEX

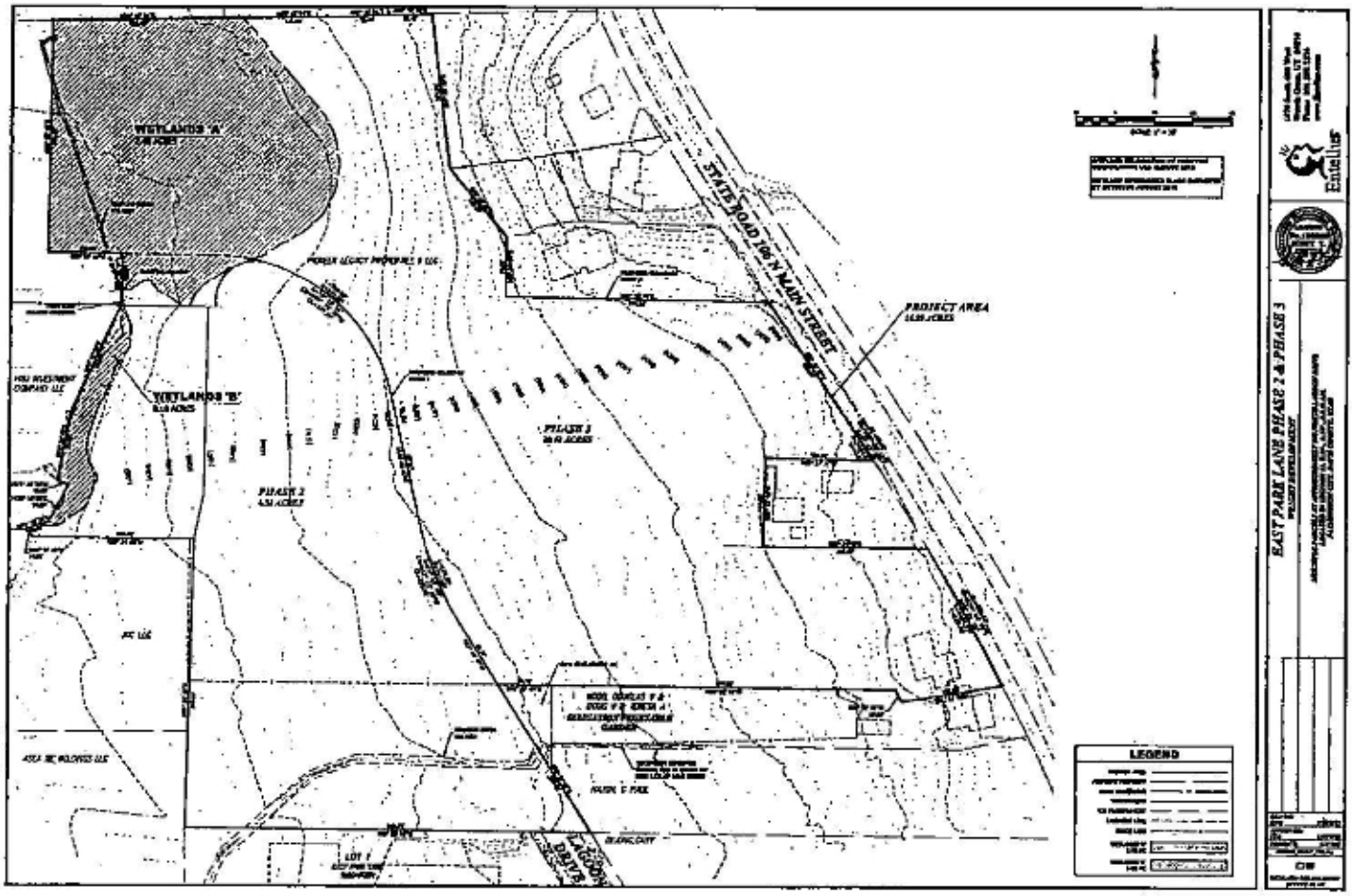
C000	COVER
C100	NOTES AND LEGEND
C200	WETLAND DELINEATION SURVEY PLAN
C201	WETLAND DELINEATION SURVEY PLAN
C202	PLAT FOR REFERENCE
C400	SITE PLAN
C500	GRADING PLAN
C600	UTILITY PLAN
C700	PLAN & PROFILE
C701	PLAN & PROFILE
C900	SITE DETAILS
C910	UTILITY DETAILS
EC100	EROSION CONTROL PLAN
FIRE-EXC	FIRE EXHIBIT
TOTAL SHEETS	14

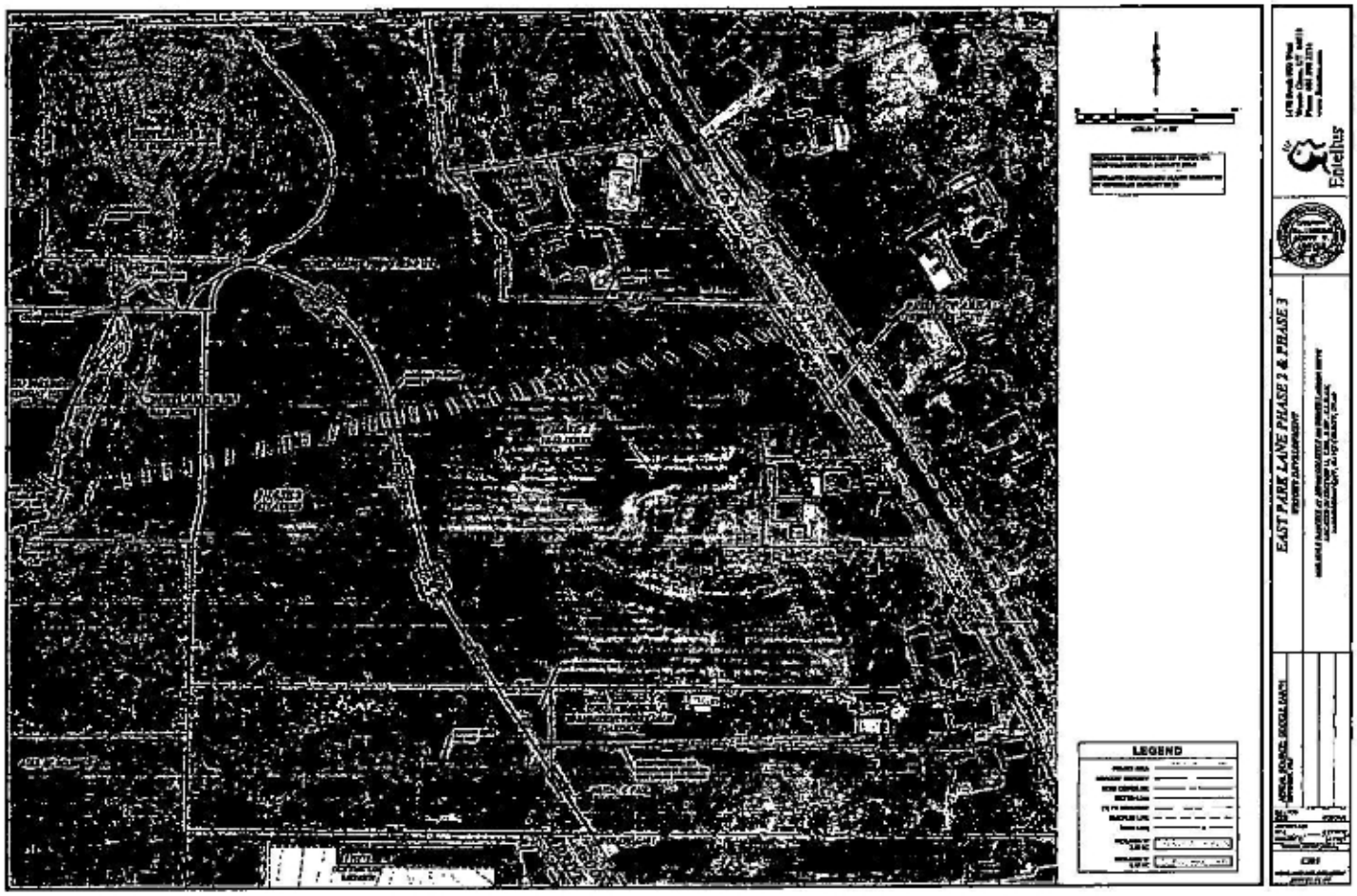
BENCHMARK: EXISTING SEWER MANHOLE CALLED OUT ON SHEET C200
ELEVATION: 4275.76

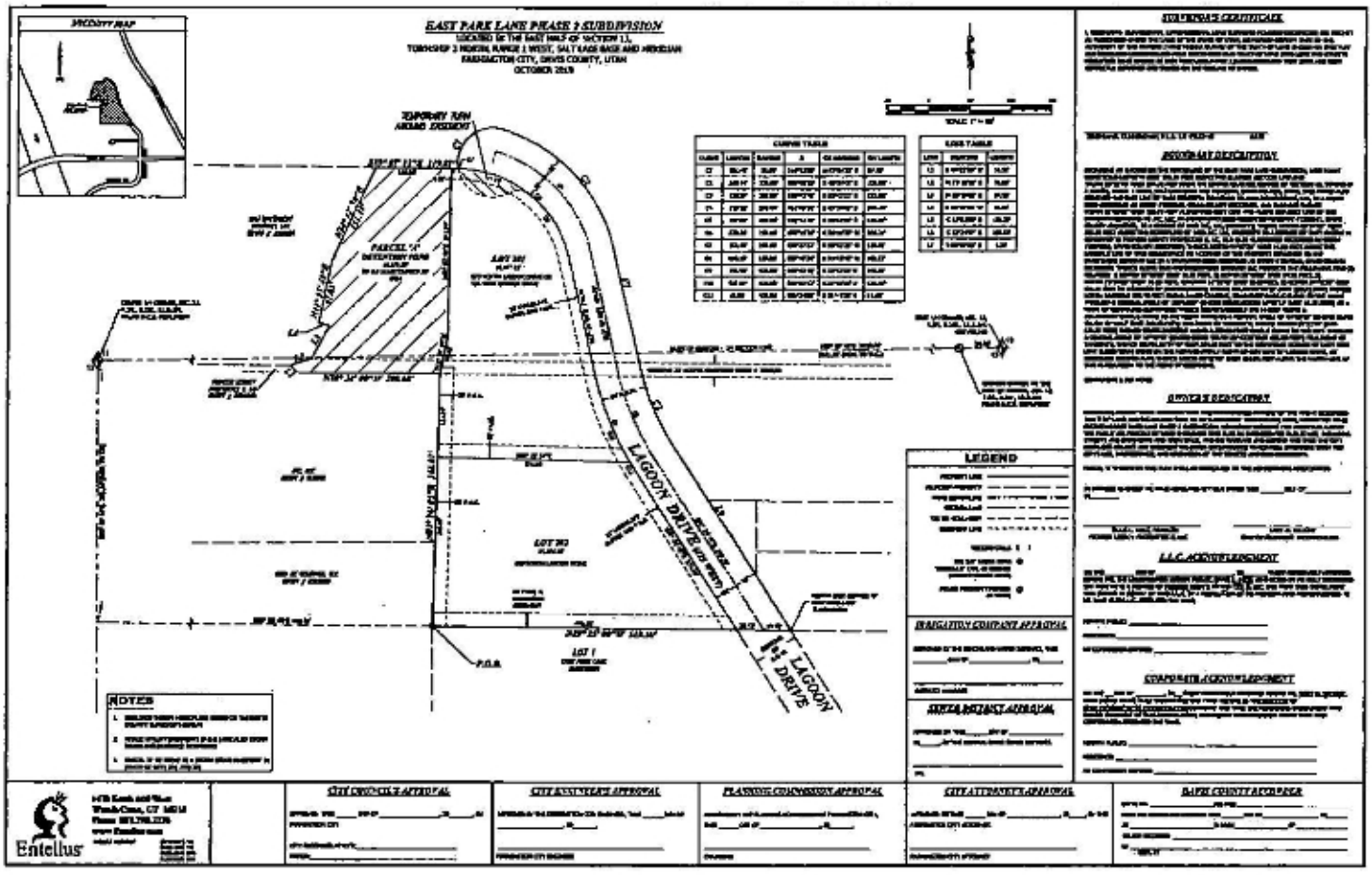
COVER

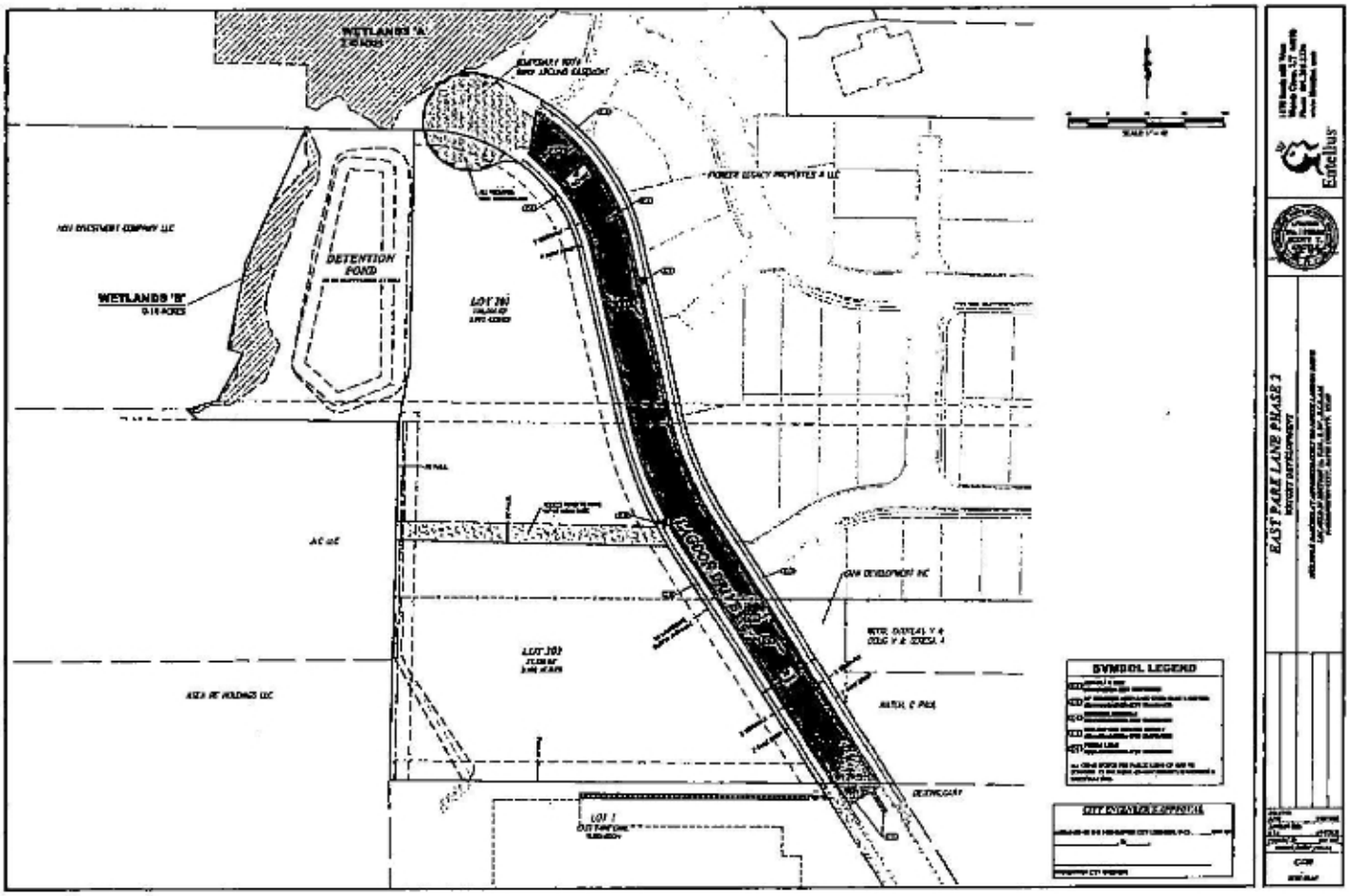
Ensign

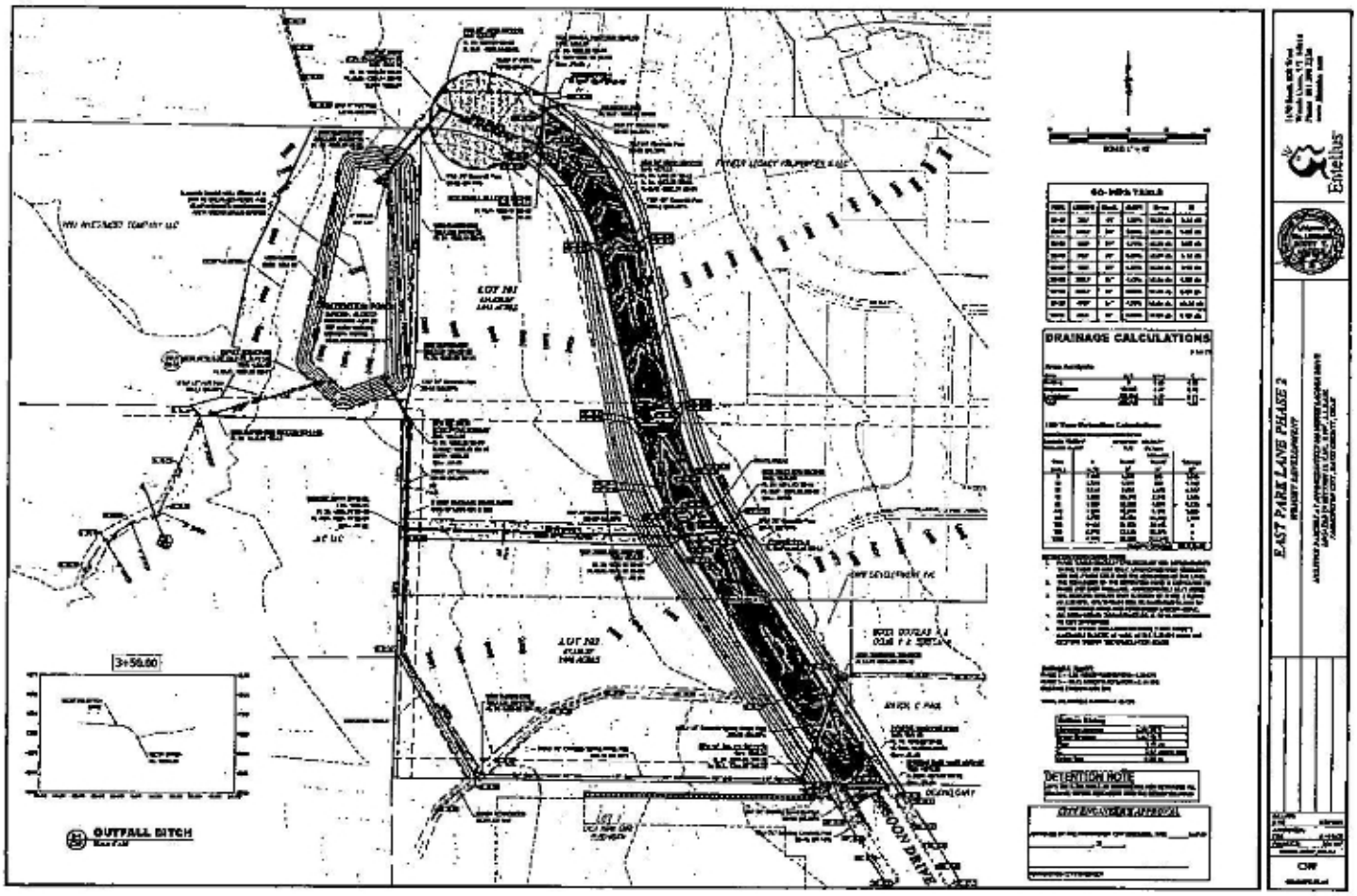

GENERAL NOTES
UTILITY NOTES
GRADING NOTES
LEGEND
ABBREVIATIONS
SEQUENCE OF CONSTRUCTION
EROSION CONTROL
EAST PARK LANE PHASE 2
1-800-662-4111

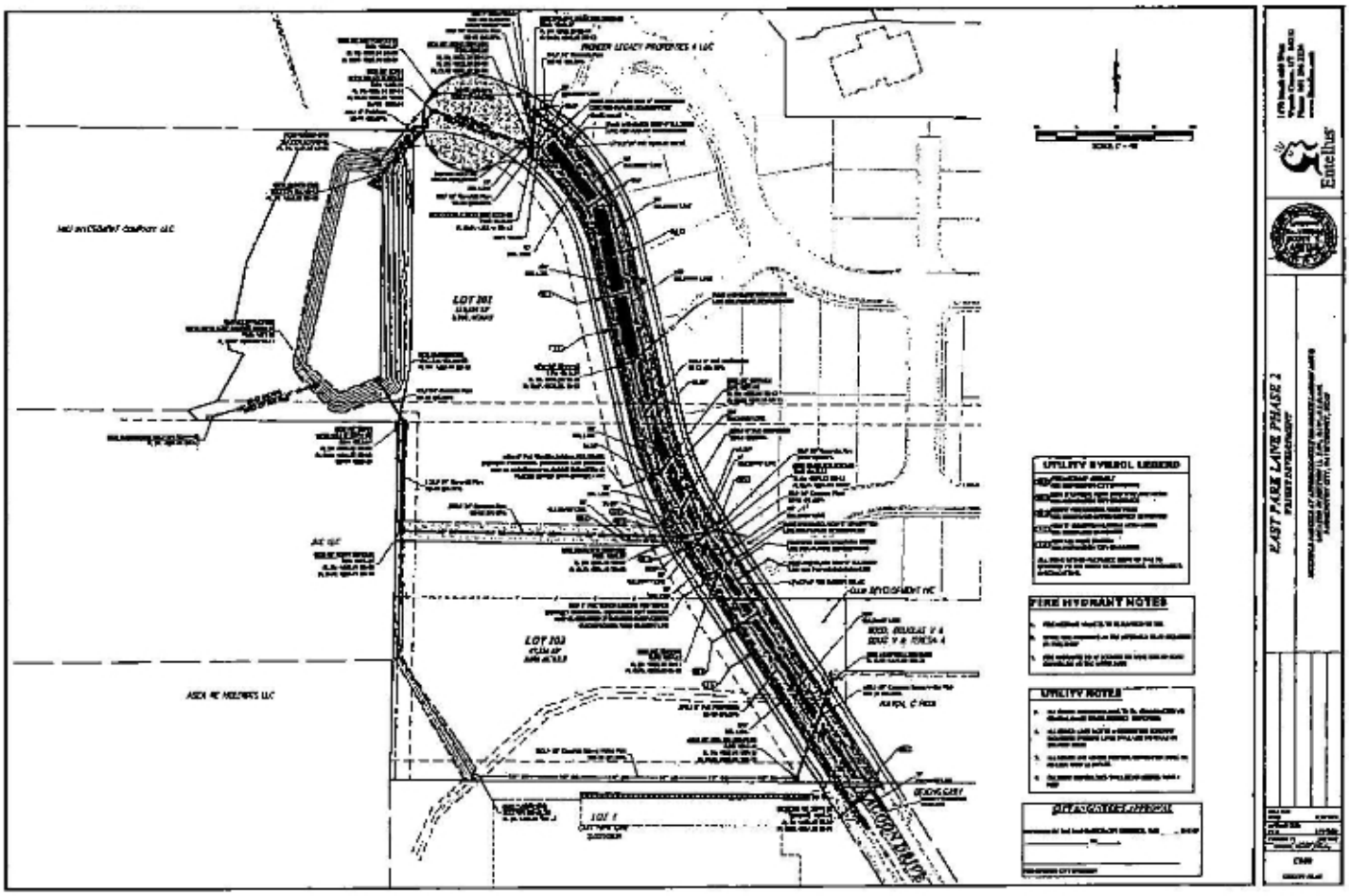

WETLANDS "A"
WETLANDS "B"
STATE ROAD 16 / MAIN STREET
PROJECT AREA
PHASE 3
PHASE 2
LEGEND
EAST PARK LANE PHASE 2 & PHASE 3
Entellus

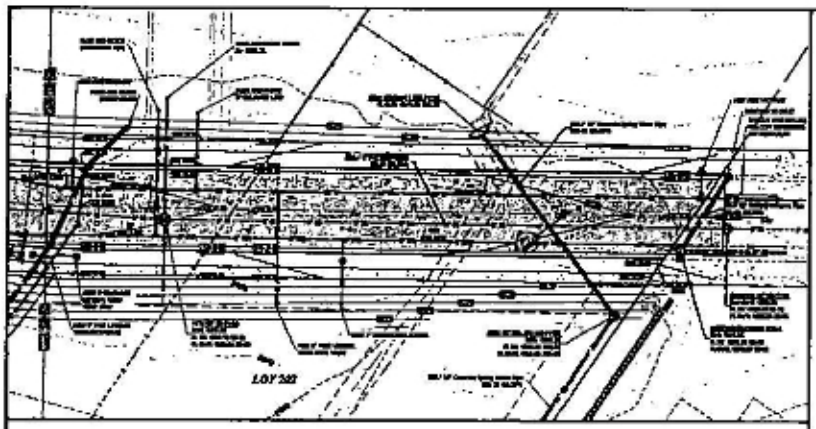

LEGEND
EAST PARK LANE PHASE 2 & PHASE 3


EAST PARK LANE PHASE 2 SUBDIVISION
LOCATED IN THE EAST HALF OF SECTION 11,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
WASHINGTON CITY, WASHINGTON COUNTY, UTAH
OCTOBER 2019
VICINITY MAP
TEMPORARY TURN AROUND EASEMENT
PARCEL "A" DETENTION POND SURVEY
LOT 201
LOT 202
LOT 1
LAGOON DRIVE
LAGOON DRIVE
LAGOON DRIVE
P.O.B.
CURVE TABLE
LINE TABLE
LEGEND
NOTES
OWNER'S DEDICATION
NOTARY ACKNOWLEDGMENT
L.L.C. ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
IRRIGATION COMPANY APPROVAL
SEWER DISTRICT APPROVAL
CITY COUNCIL'S APPROVAL
CITY ENGINEER'S APPROVAL
PLANNING COMMISSION APPROVAL
CITY ATTORNEY'S APPROVAL
RAPID COUNTY ACCEPTANCE
Entellus

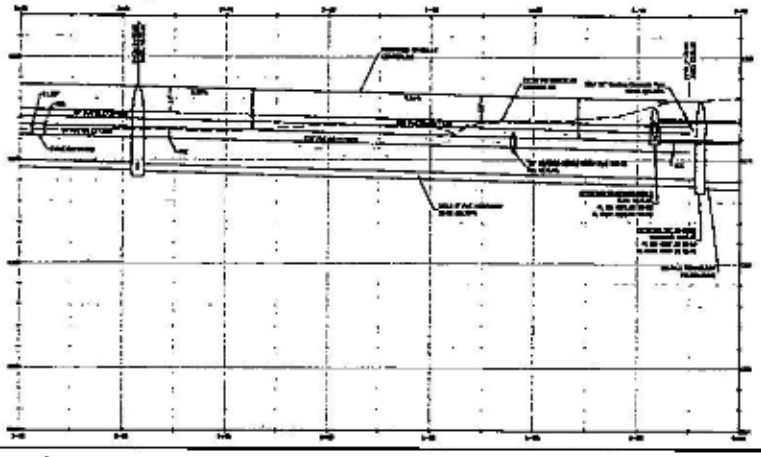

WETLANDS 'A'
DETENTION POND
WETLANDS 'B'
LOT 701
LOT 703
LOT 1
WOODSTOCK PLACE
SYMBOL LEGEND
EAST PARK LANE PHASE 2


DRAINAGE CALCULATIONS
DETENTION NOTE
CITY ENGINEER'S APPROVAL
OUTFALL DITCH
EAST PARK LANE PHASE 2
Entellus


LOT 101
LOT 103
LOT 1
UTILITY SYMBOL LEGEND
FIRE HYDRANT NOTES
UTILITY NOTES
EAST PARK LANE PHASE 2



Alignment - LAGOON DRIVE - STA: 0+00 to 3+50

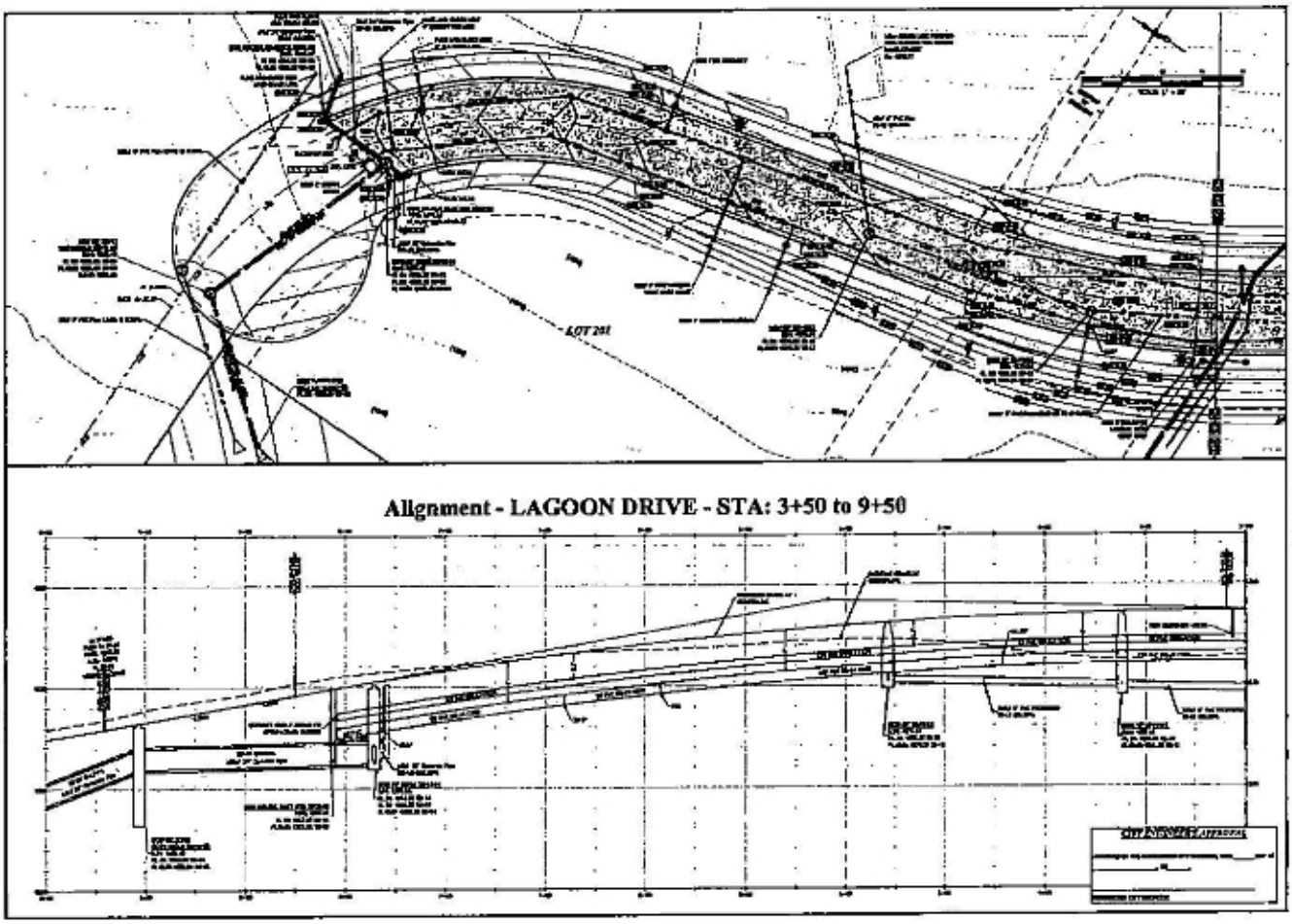


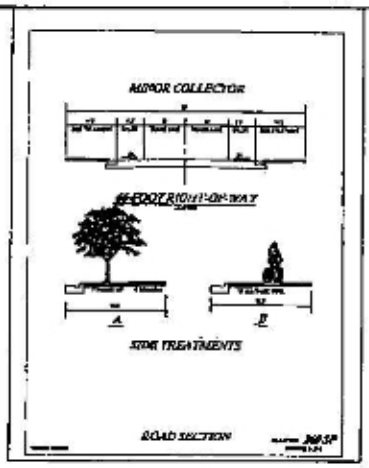
CROSS SECTION X-1 C706

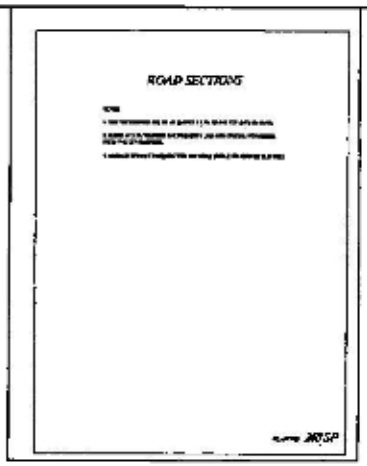
CITY ENGINEER'S APPROVAL

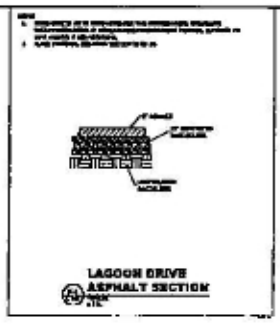
EAST PARK LANE PHASE 2

C706

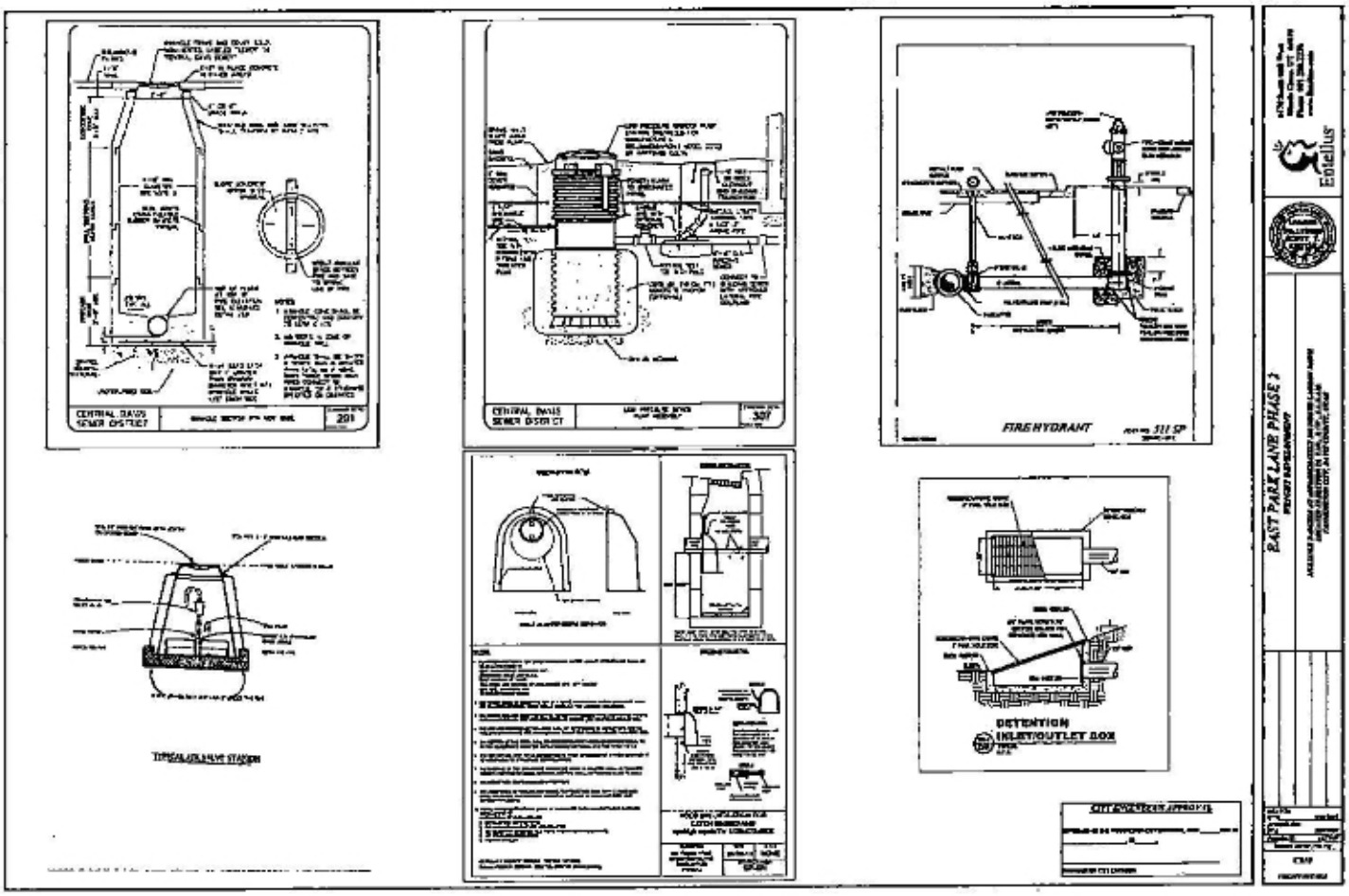

LOT 201
Alignment - LAGOON DRIVE - STA: 3+50 to 9+50
EAST PARK LANE PHASE 2
Entellus







EAST PARK LANE PHASE 2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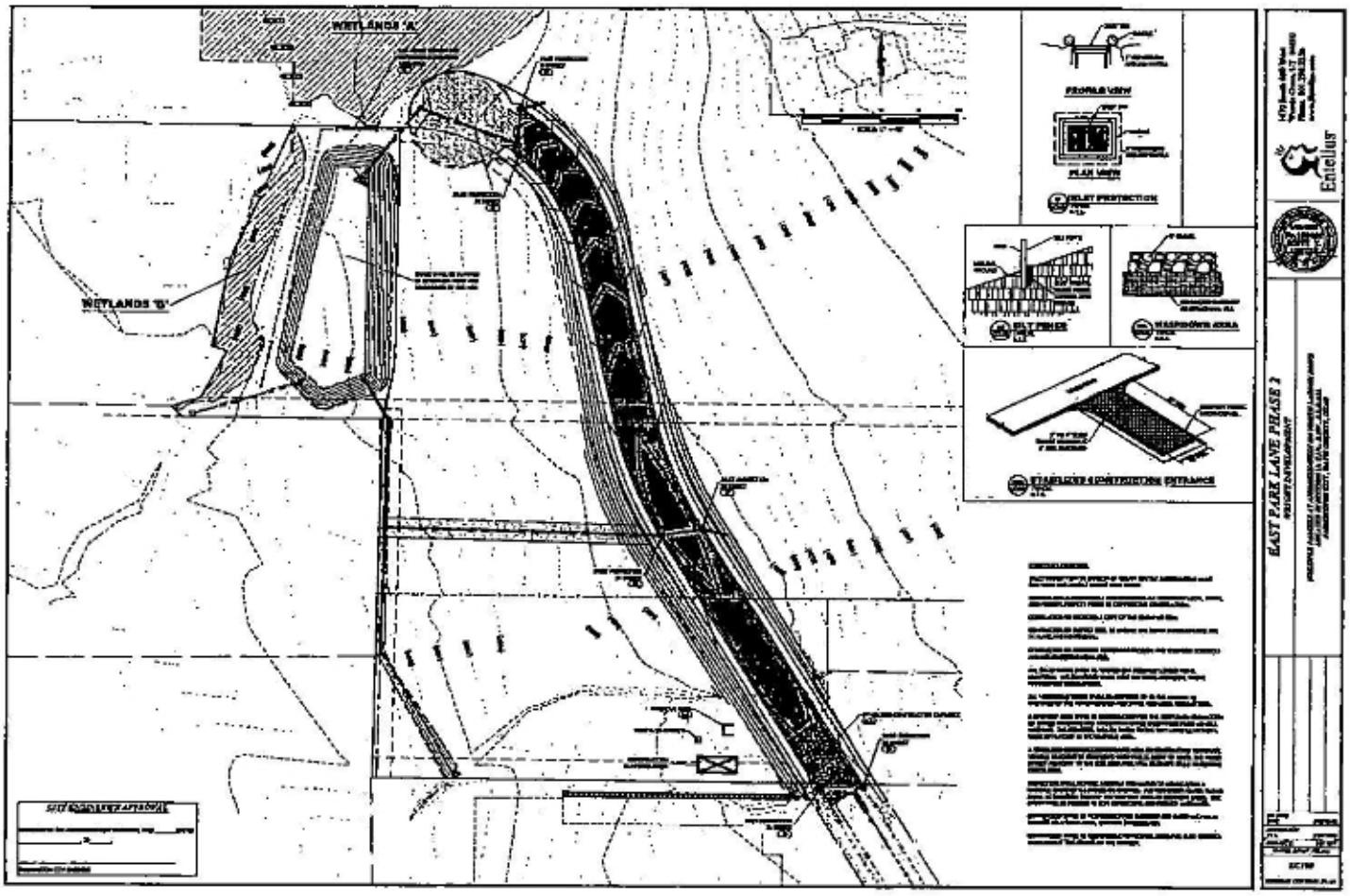
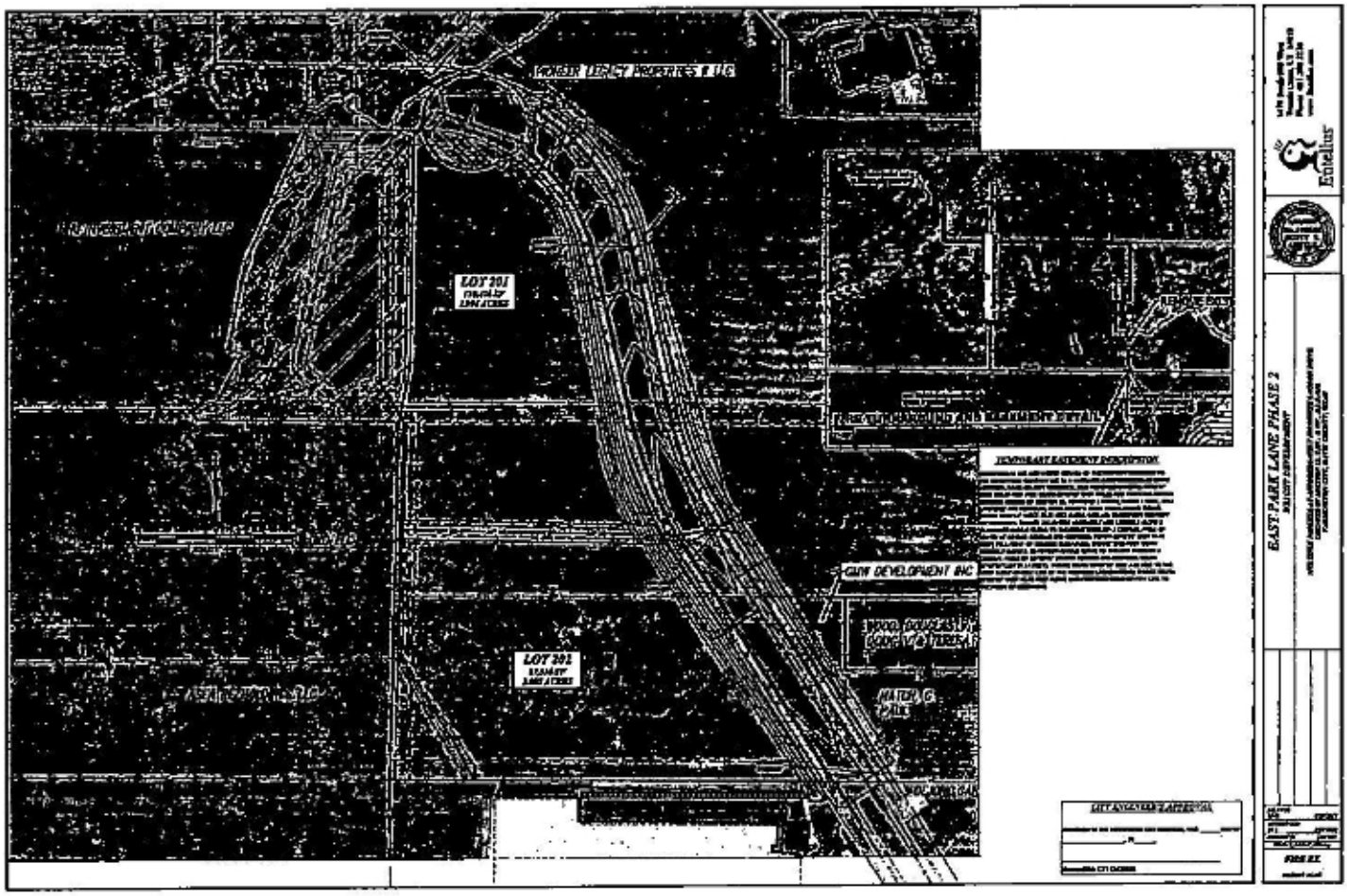
DETENTION
INLET/OUTLET BOX
EAST PARK LANE PHASE 3


WETLANDS 'A'
WETLANDS 'B'
PEOPLE VIEW
PLAN VIEW
SILT FENCE
EAST PARK LANE PHASE 2


LOT 201
LOT 201
GUW DEVELOPMENT INC
EAST PARK LANE PHASE 2

APPENDIX B – SOPs

Pavement Maintenance Operations

General:
These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Purpose and Selection:

a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non-stormwater runoff.
b) The sweeper is intended for removing materials that collect on pavements by use and the natural degradation of pavements, ie. materials that collect, drop from vehicles, and the natural erosion and breaking up of pavements.

2. Regular Procedure:

a) Remain aware of debris and sweep minor debris if needed by hand.
b) Generally, sweeping should occur during autumn when leaf fall is heavy and again in early spring after winter thaw. Sometimes sweeping machinery will be necessary with accumulations are spread over pavements.
c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to yard sales, yard storage, fund raisers like car washes, etc.

4. Disposal Procedure:

a) Service contractor will dispose at licensed facilities.
b) Dispose of hand collected material in dumpster.

5. Training:

a) Annually and at hire.

Landscape Maintenance Operations

General:
This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

1. Application:

a) This SOP should provide sufficient direction for many of the general operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch management, etc.

2. Maintenance Procedure:

a) Grooming
- Lawn Mowing – Immediately following operation, sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
- Pesticide Operations – Prevent overspray. Use spot treatment immediately following operation sweep or blow dry pesticide onto vegetated ground.

b) Remove or contain all erodible or loose material prior to forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris, maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.

c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement;
  - Avoiding multiple day staging of landscaping backfill and spoil on pavements; and
  - Haul off spoil as generated or daily.

d) Cleanup:
- Use dry cleanup methods, e.g. square nose shovel and broom. It is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools.

3. Waste Disposal:

a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

a) Tools sufficient for proper containment of pollutants and cleanup.
b) Push broom and square blade shovel should be a minimum.

5. Training:

a) Annually and at hire.
b) Landscape Service Contractors must have equal or better SOPs.

Waste Management Operations

General:
This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Application:

a) This SOP is intended for all Staff, for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

a) The site contains 2 types of waste management containers:
- 6yd dumpster with lid; and
- Receptacles with lids.

3. Waste Disposal for all waste Scheduled for the Trans-Jordan Landfill:

a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.

b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Davis County landfill.

c) Review Davis County landfill regulations for additional restrictions and understand what waste is prohibited in the Davis County landfill. Ensure the SDS and Davis County landfill regulations are not contradictory.

Generally the waste prohibited by the Davis County landfill is:

- Liquid:
  - Paint
  - Pesticides/fertilizers
  - Oil (all types)
  - Antifreeze
  - Batteries
  - Liquid chemicals
  - Etc.

4. General Staff Maintenance Practices:

a) Prevent dumpsters and receptacles from becoming a pollution source by:
   1. Closing lids;
   2. Repositioning tipped receptacles upright;
   3. Reporting full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it; and
   4. Reporting any eminent pollutant hazard related to dumpsters and receptacles to the owner.

5. Training:

a) Annually and at hire.

Storm Drain Maintenance Operations

General:
These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

a) Inspect for need:
   1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
   2. Remove debris by vacuum-operated machinery.
   3. When accumulations are mostly floating debris, this material can be removed with a net.
   4. Inspect standing water for mosquito larvae and contact the Davis County Mosquito Abatement District when necessary.
   5. Inspect the above ground detention basin system monthly or at the end of each major storm event.

2. Disposal Procedure:

a) Dispose of waste at regulated facilities.
b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
c) Disposal of hazardous waste:
   1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
d) Disposal of waste collected from sanitary sewer device at regulated facilities.

3. Training:

a) Annually and at hire.

Pavement Washing Operations

General:
These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation:
   - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
   - Collect wastewater with shop-vacuum simultaneous with the washing operation.
   - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.

b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

a) Small volumes can usually be drained to the local sanitary sewer. Contact the South Davis Sewer District.

b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to prevention of slick or other hazardous conditions or restoring the acceptable appearance of pavements.

3. Training:

a) Annually and at hire.

Snow and Ice Removal Management

General:
This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Application:

a) Parking and sidewalk winter management operations.

2. De-Icing Procedure:

a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
b) Minimize salt use varying salt amounts relative to hazard potential.
c) Sweep excessive piles left by the spreader.
d) Watch forecast and adjust when warm ups are expected the same day.

3. Training:

a) Annually and at hire.
b) Require snow and ice service contractors to follow the stronger of this SOP and their company SOPs.

General Construction Maintenance

General:
This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, *liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

***liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**

1. Application:

a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, miscellaneous maintenance/repairs, etc.

2. Construction Procedure:

a) Remove or contain all erodible or loose material prior to forecast wind and precipitation events or before non-stormwater will pass through the project site. For light-weight debris, maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.

b) Project materials and waste can be contained or controlled by operational or structural best management practices.

- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement;
  - Avoiding multiple day staging of backfill and spoil;
  - Haul off spoil as generated or daily.
- Structural; including but not limited to:
  - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks;
  - Gutter dams, e.g. wattles, sandbags, dirt dams;
  - Boundary containment, e.g. wattles, silt fence;
  - Dust control, e.g. water hose;
  - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles.

c) Inspect often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices to achieve effective containment.

d) Cleanup:
   - Use dry cleanup methods, e.g. square nose shove and broom.
   - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) Cleanup Standard:
   - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

b) Never discharge waste material to storm drains.

4. Equipment:

a) Tools sufficient for proper containment of pollutants and cleanup.

b) Push broom and square blade shovel should be a minimum.

5. Training:

b) Annually and at hire.

Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Rational:

a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials, and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

2. Containment Procedure:

a) Priority is to dam and contain flowing spills.
b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
c) Hazardous or unknown waste emergencies:
   1. Emergency HAZMAT, DWQ, UCHD, City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst or tipped tanks.
   2. Emergency UCHD, City: Emergency constitutes potential for waste to be carried by water.
   3. Contacts:
      HAZMAT - 911
      DWQ – 801-231-1769, 801-536-4123
      Davis County Health District – 801-525-5000
      Farmington City – 801-451-2383

3. Cleanup Procedure:

a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
   - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
   - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
   - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.

- Repeat process when residue material remains.

4. DISPOSAL:

a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
c) Generally, liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
   - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
   - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

a) Document all spills in Appendix C.

6. SDS sheets:

a) SDS Manual is filed in break room.

7. Materials:

a) Generally, sand or dirt will work for most clean-up operations. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.

8. Training:

a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure
Q/S	Detention Basin & Storm Drain System

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

MAINTENANCE LOG

Date	Maintenance Performed / Spill Events, Perform Maintenance per SOPs	Observations Notes, Incidents, Repairs Needed, Inspection Results, Observations, System Performance (effectiveness, runoff changes), SOP Usability, Concerns, Necessary Changes	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

*You may create your own form that provides this same information or request a Word copy of this document.