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11/9/2017 3:47:00 PM $88.00
Book - 10618 Pg - 3484-3523
ADAM GARDINER
Recorder, Salt Lake County, UT
JF CAPITAL
BY: eCASH, DEPUTY - EF 40 P.

When recorded, mail to:

Salt Lake County
Stormwater Construction Supervisor
2001 South State Street N3-600
Salt Lake City, Utah 84190-4050

Affects Parcel No(s): 15-36-144-040

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (this "Agreement") is made and entered into this 13th day of October, 2017, by and between Millcreek City, a municipal corporation of the State of Utah (the "City"); and JF MEADOWBROOK, LLC (the "Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Millcreek 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 (the "Act"); and

WHEREAS, by contract, Salt Lake County ("County") is city's agent to provide all regulatory and management controls for the disposition or storm and surface waters, including the power to enforce the City's Ordinance; 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 (the "Property"), which property is subject to regulation by City as laid out above; 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 facilitate these anticipated changes, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the office of the City's agent's Planning and Development Services Division, and are hereby incorporated herein by this reference (the "Development Plan"); and

WHEREAS, a detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the "Stormwater Management Plan"), is attached hereto as Exhibit "B" and is incorporated herein by this reference; and

WHEREAS, as a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Stormwater Maintenance Plan through its agent, County, 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 strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the City or its agent.

SECTION 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan.

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

SECTION 3

Annual Maintenance Report. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City's agent 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 July 31, of each year and shall be in a form acceptable to the City's agent.

SECTION 4

Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City or its agent. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

SECTION 5

Notice of Deficiencies. If the City or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in Millcreek City Ordinances Section 17.22. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

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 or its agent within the required cure period to ensure the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

SECTION 7

Corrective Action. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City and its agent, the City or its agent may proceed with any enforcement mechanism provided in Millcreek City Ordinance Section 17.22. The City or its agent may also give written notice that the Stormwater Facilities will be disconnected from the City's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the City nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City or its agent. The actions described in this Section are in addition to and not in lieu of the legal

remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

SECTION 8

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

SECTION 9

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

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 Agreement shall not be affected thereby.

SECTION 11

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

SECTION 12

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

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 office of the County Recorder.

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 this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

OWNER

JF Meadowbrook, LLC

By: _____

Title: Manager

By: _____

Title: _____

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

The above instrument was acknowledged before me by Chad Bessinger, this 13th day of October, 2017.

[SEAL]

Notary Public
KAILA JOHNSON
Commission #688916
My Commission Expires
April 25, 2020
State of Utah

_____
NOTARY PUBLIC
Residing in Salt Lake County

CITY'S SIGNATURE
(INCLUDE ONLY IF NECESSARY)

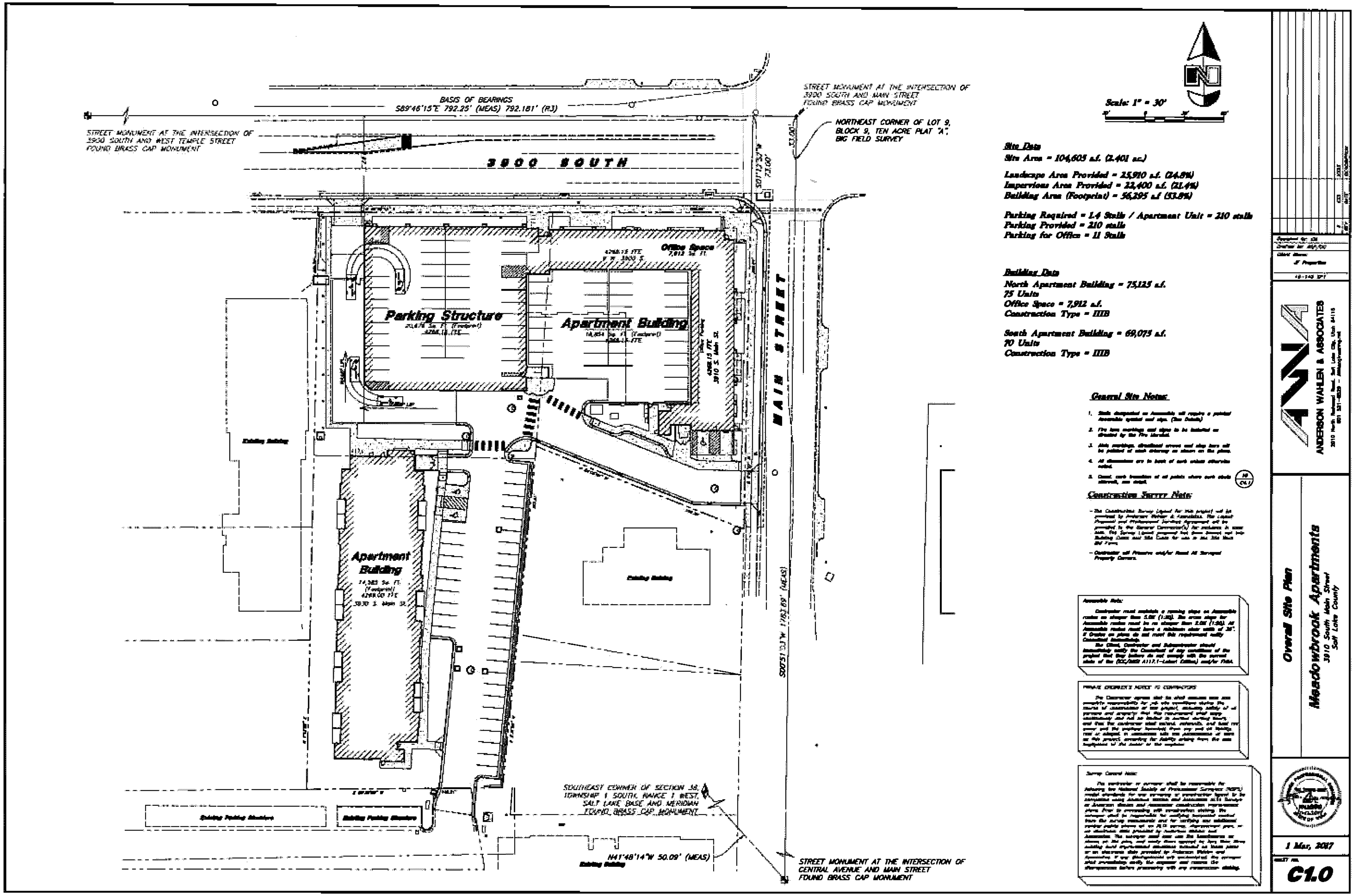
_____, mayor 11-8-17

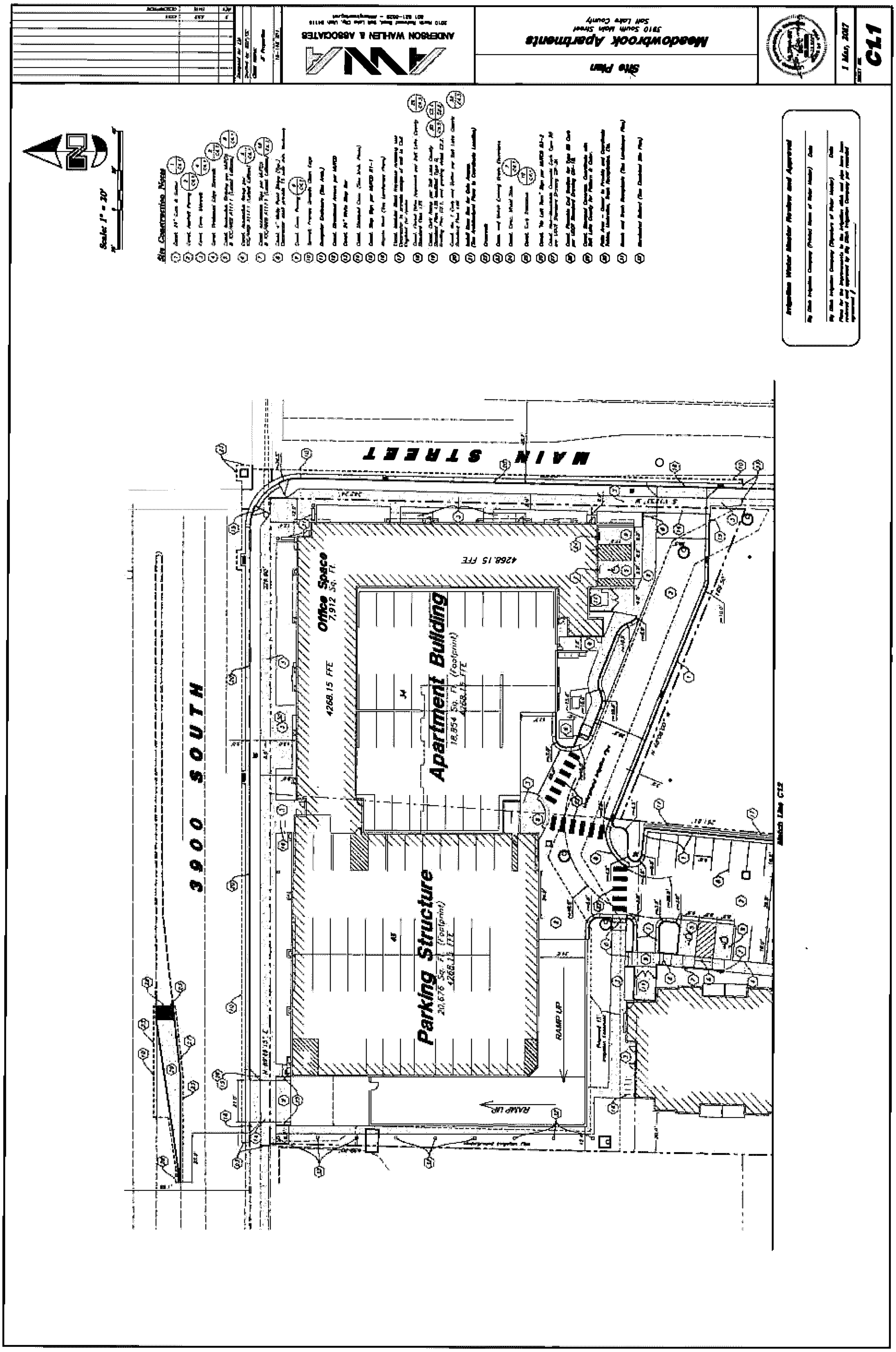
ATTACHMENTS:

Exhibit A (Plat and Legal Description)
Exhibit B (Stormwater Management Plan)
Exhibit C (8.5" x 11" Grading and Drainage plan)

Exhibit A

Plat and Legal Description


STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND WEST TEMPLE STREET FOUND BRASS CAP MONUMENT
BASIS OF BEARINGS
S89°46'15"E 792.25' (MEAS) 792.181' (R3)
3900 SOUTH
STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND MAIN STREET FOUND BRASS CAP MONUMENT
NORTHEAST CORNER OF LOT 9, BLOCK 9, TEN ACRE PLAT "A", BIG FIELD SURVEY
MAIN STREET
S00°51'03"W 1783.69' (MEAS)
Parking Structure
Apartment Building
Office Space
7,912 Sq. Ft.
3910 S. Main St.
Apartment Building
3930 S. Main St.
Existing Building
Existing Parking Structure
SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN FOUND BRASS CAP MONUMENT
N41°48'14"W 50.09' (MEAS)
STREET MONUMENT AT THE INTERSECTION OF CENTRAL AVENUE AND MAIN STREET FOUND BRASS CAP MONUMENT
Scale: 1" = 30'
Site Data
Site Area = 104,605 s.f. (2.401 ac.)
Landscape Area Provided = 25,910 s.f. (24.8%)
Impervious Area Provided = 22,400 s.f. (21.4%)
Building Area (Footprint) = 56,295 s.f. (53.8%)
Parking Required = 1.4 Stalls / Apartment Unit = 210 stalls
Parking Provided = 210 stalls
Parking for Office = 11 Stalls
Building Data
North Apartment Building = 75,125 s.f.
75 Units
Office Space = 7,912 s.f.
Construction Type = IIIB
South Apartment Building = 69,075 s.f.
70 Units
Construction Type = IIIB
General Site Notes:
Construction Survey Note:
ANDERSON WAHLEN & ASSOCIATES
Overall Site Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
1 Mar, 2017
C1.0



Meadowbrook Apartments
3910 South Main Street
Salt Lake County
Site Plan
ANDERSON WAHLEN & ASSOCIATES
1 May, 2017
CL1
Site Construction Notes
Scale: 1" = 30'
MAIN STREET
3900 SOUTH
Office Space
7,912 Sq. Ft.
4268.15 FFE
Apartment Building
18,854 Sq. Ft. (footprint)
Parking Structure
20,676 Sq. Ft. (footprint)
RAMP UP
Match Line C1.2

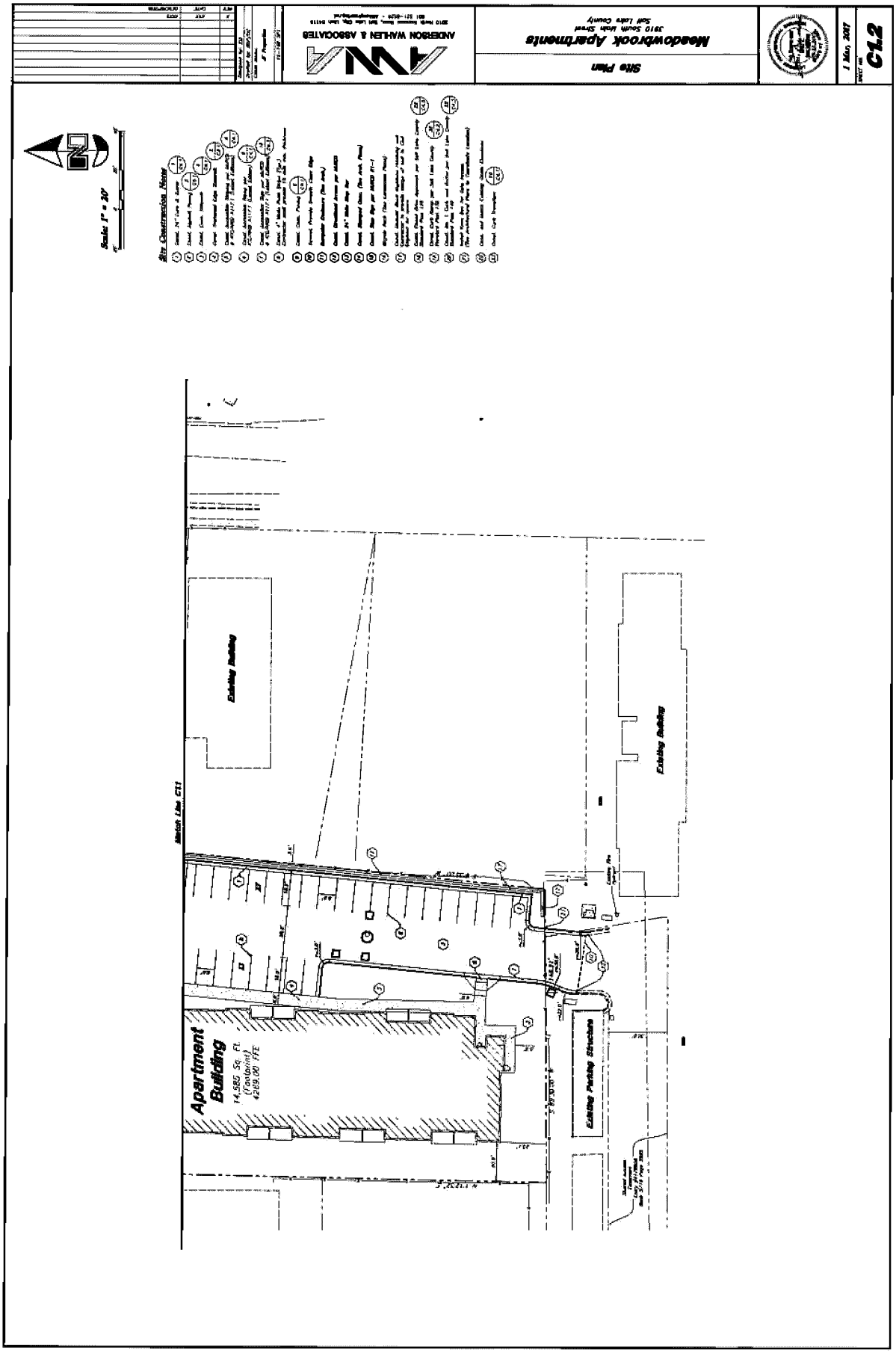

Site Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
1 May, 2017
C1.2
ANDERSON WAHLEN & ASSOCIATES
Key Construction Notes
Scale: 1" = 20'
Existing Building
Existing Building
Main Line C11
Apartment Building
14,585 Sq. Ft. (Footprint)
4229.00' FFE
Existing Parking Structure

EXHIBIT "A"

An entire tract of land containing those three (3) parcels of land conveyed to JF Meadowbrook, LLC per those Warranty Deeds recorded October 18, 2016 as Entry No. 12392398 at Page 4842 and Entry No. 12392403 at Page 4861 in the Office of the Salt Lake County Recorder. Said entire tract being part of Lot 9, Block 9, Ten Acre Plat "A" Big Field Survey located within the Southeast Quarter of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said entire tract is described as follows:

Beginning at the intersection of the Southerly right-of-way line of 3900 South Street and the Westerly right-of-way line of Main Street located 33.00 feet South 89°46'15" West along the Northerly line of said Lot 9, Block 9 and 40.00 feet South 1°12'52" West from the Northeast Corner of said Lot 9, Block 9; said intersection is also located 33.00 feet South 89°46'15" West along the Monument line of 3900 South Street and 73.02 feet South 1°12'52" West from the Street Monument at the intersection of 3900 South Street and Main Street; and running thence South 1°12'52" West 242.24 feet (Deed = South 245 feet) along said Westerly right-of-way line of Main Street to a Southeasterly corner of entire tract; thence North 68°08'00" West 169.50 feet (Deed = 181.9 feet) ta an existing old fence line; thence South 5°35'00" West 261.81 feet (Deed = South 04°00'00" West) along said existing old fence line being the same fence held in those three (3) Warranty Deeds recorded May 8, 2001 as 1) Entry No. 7891016 in Book 8455, at Page 234, 2) Entry No. 7891020 in Book 8455, at Page 247, 3) Entry No. 7891021 in Book 8455, at Page 249 in the Office of said Recorder; thence departing said existing old fence South 89°30'00" West 148.21 feet (Deed = 154.64 feet) to the Southwesterly corner of said entire tract and an existing fence; thence North 1°12'52" East 439.70 feet (Deed = 440.84 feet) along said existing fence to said Southerly right-of-way line of 3900 South Street; thence North 89°46'15" East 326.80 feet (Deed = 327.86 feet) along said Southerly right-of-way line of 3900 South Street to the point of beginning.

Exhibit B

Stormwater Management Plan

EXHIBIT B

Stormwater Maintenance Plan

for:

Meadowbrook Apartments
3910 South Main Street
Millcreek, UT

Strategic Builders
Brock Loomis
1148 West Legacy Crossing Blvd. Suite 400
Centerville, UT 84115

CONTENTS

SECTION 1: PURPOSE AND RESPONSIBILTY

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

The purpose of this Stormwater Maintenance Plan (SMP) is to manage operations at the **Meadowbrook Apartments at 3910 South Main Street in Millcreek Utah**, in order to minimize pollutants in both stormwater and non-stormwater runoff, and to minimize litter from blowing off the site. This SMP describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities or site operations at this property, that contaminate water entering the City's stormwater system must be prohibited, unless SOPs are written to manage those activities or operations, and this SMP is amended to include those SOPs.

SECTION 2: POLLUTANTS AND SOURCES

Site infrastructure, equipment, maintenance operations and associated pollutants that will affect outdoor systems and operations	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	*Other pollutant*	Notes
Spills		√		√	√	√		√		
Landscaping Maintenance Operations	√	√			√		√			
Waste Management							√	√		
Stormwater Systems and Maintenance Operations	√	√	√	√	√	√	√	√		
Parking and other Paved Areas and Maintenance Operations	√	√	√	√	√	√	√	√		
Building Utility Systems and Maintenance Operations				√			√	√		
Inventory and Storage										
Equipment Storage	√	√	√	√	√	√	√	√		
Outdoor Activities (tent sales, fund raisers etc.)								√		

SECTION 3: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The site infrastructure and operations described in Section 3 are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The Post Construction Maintenance Plan includes standard operations procedures (SOP)s 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. The drawings describing the infrastructure are included in Appendix. The SOPs for the following operations exposed to the weather are filed in Appendix B.

Impervious Areas, Parking, Sidewalk and Patio

The development will consist of paved parking areas and sidewalks which drain to a series of storm water inlets throughout the development. The inlets and piping direct storm water to an underground detention basin. Storm water flows to the existing apartment development to the south. Sediment, fluids, and debris that collect on parking pavements and how they are dealt with can be a significant source of pollution. The parking and other paved areas must be maintained regularly to minimize the accumulation of pollutants before they can be washed into the stormwater system. Maintenance involves regular surface maintenance and adequate trash receptacles to prevent littering. The parking area maintenance SOP is to be used with associated pavements.

Landscaping

The subdivision has landscaping and will require regular maintenance. The landscaping is primarily turf, shrubbery, and trees. During the landscaping maintenance operations, organic materials, herbicides, pesticides, and fertilizers can be left behind or improperly applied. These pollutants will be carried by runoff if they are not picked up as part of the regular maintenance operation. The Landscaping Maintenance and Pesticides, Herbicides and Fertilizer SOPs are used to manage the pollutants associated with this operation.

Waste Management

Residents will have a waste bins nearby to dispose of their waste. Good waste management systems, if managed improperly, can end up being the cause of the very pollution that they were intended to control. Waste bins can leak to the pavement and drain to the storm drain inlets and wind can blow lightweight trash out of the waste bins. However, this pollution source is controlled by SOPs and a water quality device. Maintaining the trash receptacle devices by frequent waste disposal is essential to an effective operation. The General Waste Management SOP is used to manage the pollutants associated with this operation.

Stormwater Management

The storm water system consists of an onsite storm drain system that includes catch basins and piping that flow to a new underground detention system. This system includes all storm drain pipes, basins, and treatment devices.

Building Utility System

All building utilities, such as air conditioners, are to be maintained according to manufacturer specifications to prevent leakage of pollutants. When the utility is maintained, all oils, fluids or other pollutants are to be contained and disposed of properly. Cleaning of the units can produce water contaminated with cleaning products. No water from inside the building is to be disposed of outside. All water used to clean the units will be disposed of properly inside the building.

Snow and Ice Removal Management

Snow removal will occur in the parking area, drive lanes, patio and sidewalks. Care will be taken to minimize the use of deicing salts to minimize pollutants in the snow runoff. This is managed by the Parking/Storage Area Maintenance SOP

Equipment Storage

The HOA will hire subcontractors to maintain the yard work and maintenance of the facilities. Equipment storage will be handled by the subcontractors off site.

Yard Sale Events, Fund Raisers or Related Outdoor Functions

Residents, at times, may have events in their yards and communities that may require further attention. These events include yard sales, fund raisers, neighborhood gathering events, and others. Pollution, loose debris, and trash may occur from the gatherings and will require maintenance to prevent these from polluting the storm water and drains. Maintaining the trash receptacle devices by frequent waste disposal is essential to an effective operation. The General Waste Management SOP is used to manage the pollutants associated with this operation.

Site Infrastructure Relevant to Preventing the Affects of Spills

Although all cleaning agents, chemicals or other contaminants stored on site that could potentially spill will be properly contained indoors, a spill could occur from an outside source such as a maintenance contractor. Both occupants and site maintenance personnel will need to understand how to handle this situation. It must be highlighted in the training program that if something is brought onto the site and spilled, it must not be hosed down. It must be removed properly with the appropriate absorbent material which is to be disposed of properly. This is managed by the Parking Area Maintenance SOP.

SECTION 4: TRAINING

The operators of the property will ensure that their employees and subcontractors know and understand the SOPs that are necessary to effectively maintain the property, in order to contain pollutants associated with operations related to the site. This training record is kept in Appendix C.

SECTION 5: RECORDKEEPING

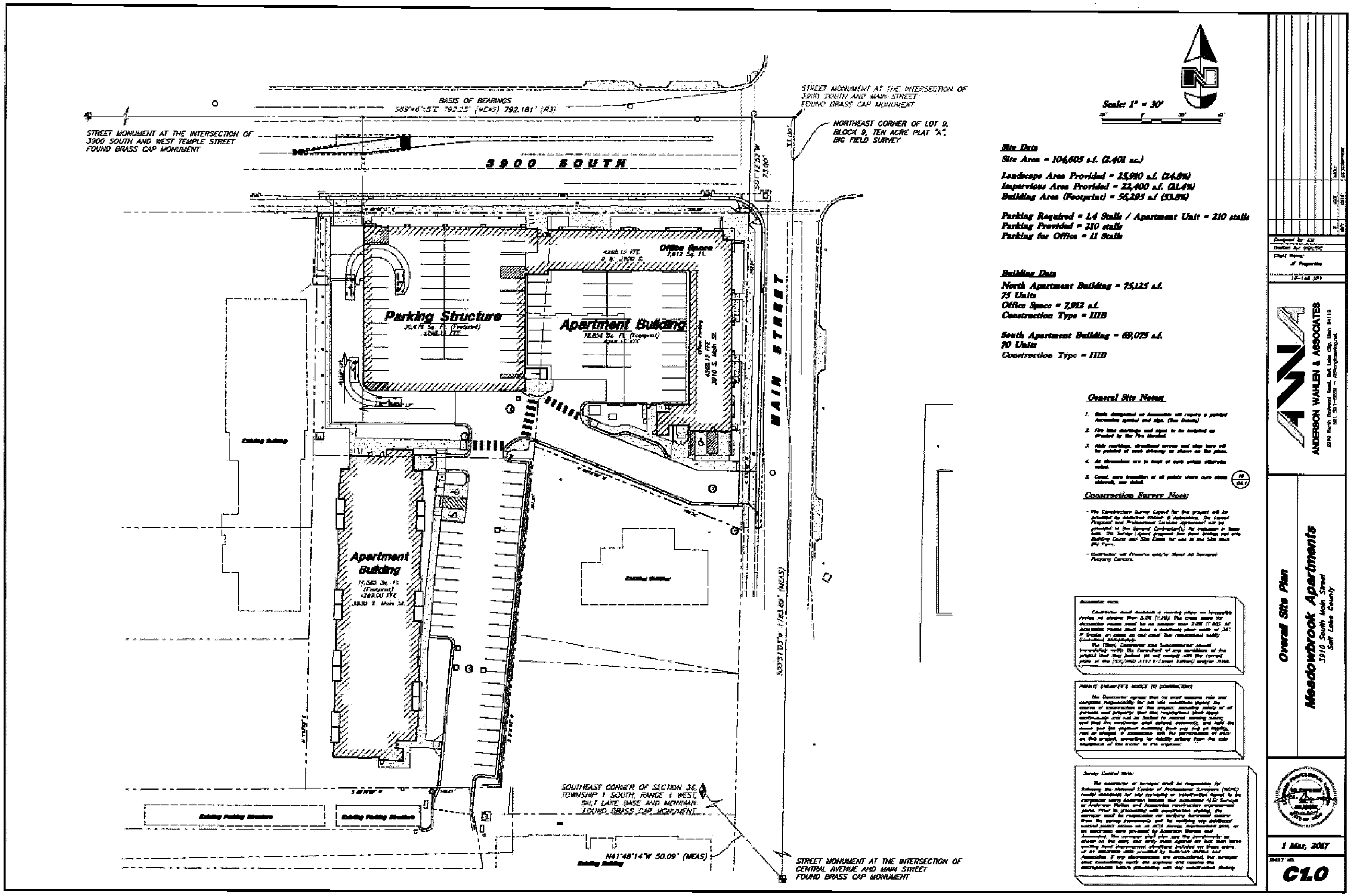
The operators of the property will keep a record of operation activities in accordance with SOPs written specifically for this property.

All information showing compliance with this Plan is also kept in Appendix C.
Mail a copy of the record to the Millcreek City Stormwater Division annually.

SECTION 6: APPENDICES

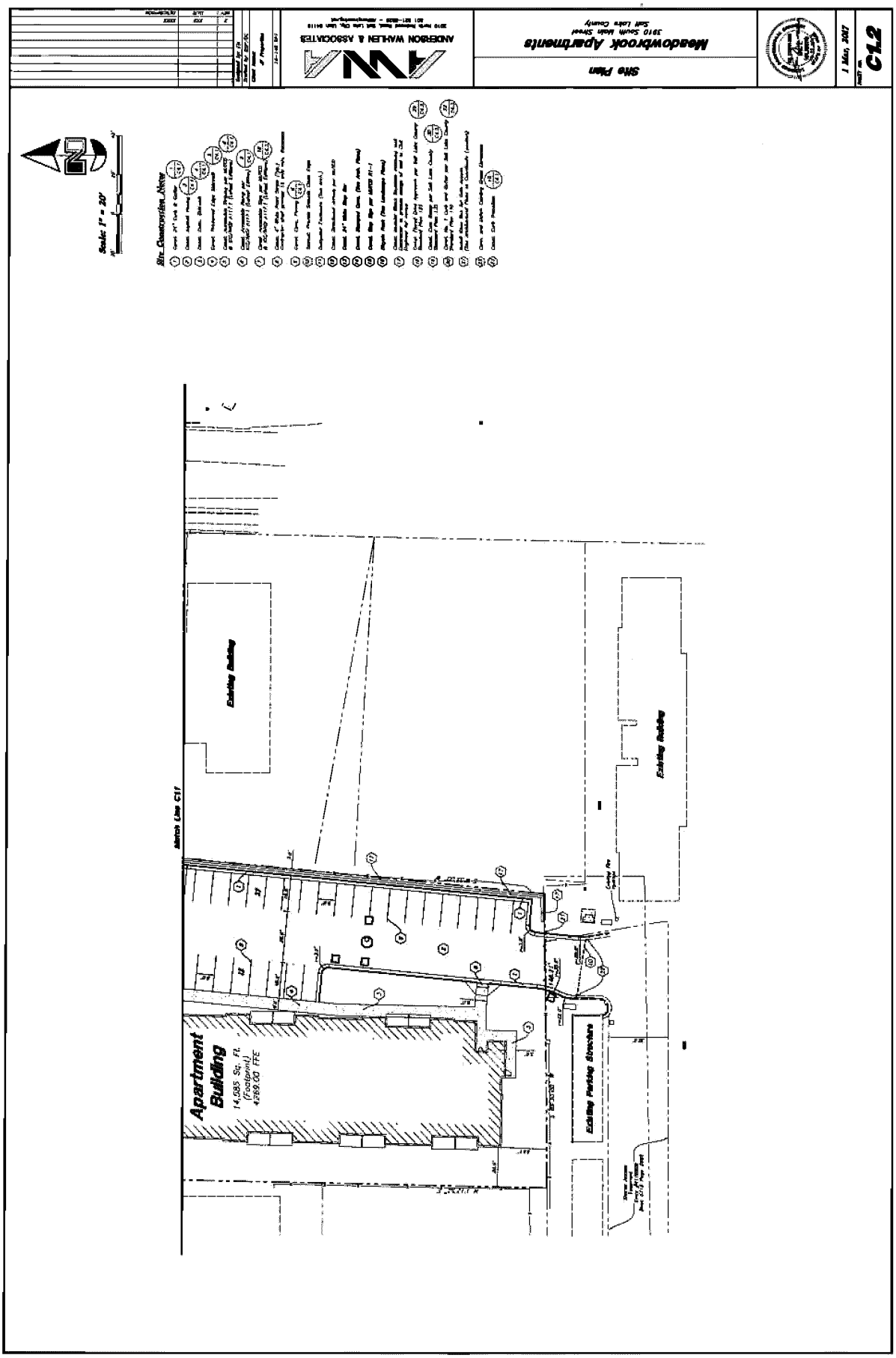
Appendix A- Site Drawings
Appendix B- SOPs
Appendix C- SMP Recordkeeping Documents

APPENDIX A – SITE DRAWINGS



Overall Site Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
ANDERSON WAHLEN & ASSOCIATES
1 Mar, 2017
C1.0
Scale: 1" = 30'
Site Data
Site Area = 104,605 s.f. (2.401 ac.)
Landscape Area Provided = 25,910 s.f. (24.8%)
Impervious Area Provided = 22,400 s.f. (21.4%)
Building Area (Footprint) = 56,295 s.f. (53.8%)
Parking Required = 1.4 Stalls / Apartment Unit = 210 stalls
Parking Provided = 210 stalls
Parking for Office = 11 Stalls
Building Data
North Apartment Building = 75,125 s.f.
75 Units
Office Space = 7,912 s.f.
Construction Type = IIIB
South Apartment Building = 69,075 s.f.
70 Units
Construction Type = IIIB
General Site Notes:
Construction Survey Notes:
3900 SOUTH
MAIN STREET
BASIS OF BEARINGS
S89°46'15"E 792.15' (MEAS) 792.181' (P3)
STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND WEST TEMPLE STREET FOUND BRASS CAP MONUMENT
STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND MAIN STREET FOUND BRASS CAP MONUMENT
NORTHEAST CORNER OF LOT 9, BLOCK 9, TEN ACRE PLAT "A", BIG FIELD SURVEY
S00°15'03"W 1183.89' (MEAS)
SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN FOUND BRASS CAP MONUMENT
N41°48'14"W 50.09' (MEAS)
STREET MONUMENT AT THE INTERSECTION OF CENTRAL AVENUE AND MAIN STREET FOUND BRASS CAP MONUMENT
Parking Structure
Apartment Building
Office Space
7,912 Sq. Ft.
3910 S. Main St.
Apartment Building
3830 S. Main St.
Existing Building
Existing Parking Structure

Site Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
ANDERSON WAHLEN & ASSOCIATES
1 May, 2007
C1.1
Site Construction Notes
Scale: 1" = 20'
MAIN STREET
3900 SOUTH
Office Space
7,912 Sq. Ft.
4266.15 FFE
Apartment Building
16,854 Sq. Ft. (Footprint)
4268.15 FFE
Parking Structure
20,676 Sq. Ft. (Footprint)
4268.15 FFE
RAMP UP
RAMP UP
4268.15 FFE
Match Line C1.2


Site Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
1 May 2017
C1.2
ANDERSON WAHLEN & ASSOCIATES
Scale: 1" = 20'
Site Construction Notes
Existing Building
Existing Building
Existing Parking Structure
Apartment Building
14,585 Sq. Ft. (Footprint)
4299.00 FFE

APPENDIX B – SOPs

STORM WATER SYSTEM & MAINTENANCE OPERATIONS

Inspection and Maintenance

IMPLEMENTATION REQUIREMENTS

Maintenance

DESCRIPTION:

Regular inspections and maintenance of the storm water system are critical to the performance and effectiveness of the system. Without this, captured storm water pollutants can be re-entrained or pass through the system. This SOP refers to routine maintenance to ensure proper operation, and repair maintenance to fix problems prior to the next storm event. The HOA is to perform inspection and maintenance on all storm drain laterals to ensure proper drainage.

IMPLEMENTATION:

- All storm water system elements should be inspected on a regular basis for continued collection of sediment and trash and structural integrity.
  - Elements involving landscaping, such as the detention basin, should be inspected monthly during nonfreezing weather.
  - Elements such as the catch basins and snout should be inspected quarterly and the out fall catch basin with the snout should be cleaned when the sump is half full or at least once a year with a vacuum truck.
- Some structural elements may require more frequent inspection to ensure proper operation, such as the inlets that may become clogged with grass clippings or trash. Inspection schedule should be updated if it is determined to be needed more often.
- All elements should be checked after each storm event. In some cases, such as vegetative or infiltration elements, the after storm inspection should occur after the expected drawdown period to allow the inspector to see if the elements are draining properly.
- Inspections and follow-up actions need to be documented. Development of inspection checklists are beneficial.

MAINTENANCE:

- Routine maintenance and non-routine repair should be conducted according to a schedule or as soon as a problem is identified, as many stormwater system elements are ineffective if not installed and maintained properly.

Pavement Area Maintenance

IMPLEMENTATION REQUIREMENTS

- Maintenance
- Training

Description

Pavement areas can contribute a number of substances, such as trash, suspended solids, hydrocarbons, oil and grease, and heavy metals that can enter receiving waters through stormwater runoff or non-stormwater discharges. The following protocols are intended to prevent or reduce the discharge of pollutants from pavement areas and include using good housekeeping practices, following appropriate cleaning BMPs, and training employees.

Targeted Constituents

Sediment
Nutrients
Trash
Metals
Bacteria
Oil and Grease
Organics
Oxygen Demanding

Pollution Prevention

- Keep accurate maintenance logs to evaluate BMP implementation.

Protocols

General

- Keep the parking and storage areas clean and orderly. Remove debris in a timely fashion.
- Don't allow piles of salt or other contaminants to be stored without being in a containment facility.
- Don't use more salt than is necessary to remove ice during the winter months.
- Snow should be stored in landscaping areas when possible to minimize pollutants from the hard surfaces in the storm drain system.

Controlling Litter

- Provide an adequate number of litter receptacles.
- Clean out and cover litter receptacles frequently to prevent spillage.
- Provide trash receptacles in parking lots to discourage litter.
- Routinely sweep, shovel and dispose of litter in the trash.

Surface cleaning

- Use dry cleaning methods (e.g. sweeping or vacuuming) to prevent the discharge of pollutants into the storm water conveyance system.
- Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- Sweep all parking lots at least once before the onset of the winter season and if possible after the snow melts.
- If water is used follow the procedures below:

  Block the storm drain or contain runoff.

  Wash water should be collected and pumped to the sanitary sewer or discharged to a pervious surface, do not allow wash water to enter storm drains.

  Dispose of parking lot sweeping debris and dirt at a landfill.

- When cleaning heavy oily deposits:

  Use absorbent materials on oily spots prior to sweeping or washing with water containment. Dispose of used absorbents or contained water appropriately.

Inspection

- Have designated personnel conduct inspections of the parking facilities and storm water conveyance systems associated with them on a regular basis.
- Inspect cleaning equipment/sweepers for leaks on a regular basis.

Training

- Train residents in proper techniques for spill containment and cleanup.

Spill Response and Prevention

- Use spill control & cleanup in the event an unintended spill should occur on the property.
- If liquid, contain spills as soon as possible.
- Cleanup any type of spill immediately and use dry methods such as absorbent material or sweeping if possible.

- Cover and seal storm drain inlet if water is required to remove the spill.
- Properly dispose of spill cleanup material according to type of spill.

Requirements

Maintenance

- Sweep parking lot to minimize pollutants going into storm water.
- Clean out oil/water/sand separators regularly, especially after heavy storms.
- Clean parking facilities on a regular basis to prevent accumulated wastes and pollutants from being discharged into conveyance systems during rainy conditions. This will minimize cleaning required of catch basin with snout.

Roadway Surface Repair

Description

Parking lot and roadway surfaces can become damaged and need repair. Repair operations can contribute pollutants to the storm water system if not properly contained. The following protocols are intended to prevent or reduce the discharge of pollutants from parking repair areas.

Protocols

- Pre-heat, transfer or load hot bituminous material away from storm drain inlets. Also use appropriate barriers during repairs around inlets.
- Apply concrete, asphalt, and seal coat during dry weather to prevent contamination from contacting storm water runoff.
- Cover and seal nearby storm drain inlets (with waterproof material or mesh) and manholes before applying seal coat, slurry seal, etc., where applicable. Leave covers in place until job is complete and until all water from emulsified oil sealants has drained or evaporated. Clean any debris from these covered manholes and drains for proper disposal.
- Use only as much water as necessary for dust control, to avoid runoff.
- Catch drips from paving equipment that is not in use with pans or absorbent material placed under the machines. Dispose of collected material and absorbents properly.

Maintenance

- Seal all storm drain inlets to prevent contamination of the storm drain system.
- Contain all contaminants and dispose of properly.
- Do repairs during dry weather.

Landscape Maintenance Operations
Pollution Minimization

IMPLEMENTATION REQUIREMENTS
Maintenance

DESCRIPTION:
Proper landscape maintenance is important to reduce nutrient and chemical contamination to the storm drain system, reduce nuisance flows and standing water in storm water systems, and to maintain healthy vegetation. Examples of maintenance activities that can be a source of storm water pollutants include mowing, aeration, fertilization and irrigation.

IMPLEMENTATION:
- Remove lawn clipping and debris out of the gutters, off sidewalks and parking areas immediately following mowing and over fertilization.
- Remove fertilizers off hard surfaces (parking lot and sidewalks) immediately following application; water turf following fertilization; avoid fertilizing before heavy rainfall forecast.
- Remove pesticides on the hard surfaces immediately following application
- Maintain irrigation system to prevent waste and minimize pollutants that could enter the storm drain from faulty irrigation equipment.
- Do not hose down hard surfaces. Use dry cleanup methods such as sweeping to remove powdered pollutants from hard surfaces.

MAINTENANCE:
- Clean up immediately after landscape maintenance activities with dry cleanup methods.
- Maintain irrigation system to prevent pollutants from entering the storm drain system.

Landscape Maintenance Operations
Pesticides, Herbicides and Fertilizers

IMPLEMENTATION REQUIREMENTS

- ❍ Maintenance
- ❍ Training

DESCRIPTION:

Various chemicals used for landscape maintenance must be properly applied, stored, handled and disposed of to prevent contamination of surface and ground waters. These chemicals include pesticides, herbicides, fertilizers, fuel, etc. Misuse of pesticides and herbicides can result in adverse impacts to aquatic life, even at low concentrations. Misuse of fertilizer can result in increased algae growth in waterbodies due to excessive phosphorus and nitrogen loading.

IMPLEMENTATION:

- Application of fertilizers, pesticides, and other chemicals according to manufacturer's directions.
- Application of pesticides and herbicides only when needed and use in a manner to minimize off-target effects.
- Accurately diagnose the pest; know characteristics of the application site, including soil type and depth to groundwater.
- Employ application techniques that increase efficiency and allow the lowest effective application rate.
- Keep pesticide and fertilizer equipment properly calibrated according to the manufacturer's instructions and in good repair.
- All mixing and loading operations must occur on an impervious surface.
- Do not apply pesticides or herbicides during high temperatures, windy conditions or immediately prior to heavy rainfall or irrigation.
- If stored on site, storage areas should be secure and covered, preventing exposure to rain and unauthorized access.
- Store chemicals in their original containers, tightly closed, with labels intact. Regularly inspect them for leaks.

MAINTENANCE:

- Use should be in compliance with manufacturer's instructions.
- If fertilizers, pesticides and other chemicals spill on hard surfaces clean them up with dry methods and do not use water to clean the surface. Use methods that prevent water contamination and dispose of properly.

Waste Management Operations

It is illegal to allow anything other than rain water to be discharged to a storm drain. To prevent trash from polluting our environment, incorporate BMPs into your business operations.

Trash Receptacles

- Keep bins and common areas clear of trash and keep bin lids closed.
- Properly bag trash before putting it in the bins.
- Do not hose out bins on pavements where waste water will reach storm drain inlets. Apply absorbent over any fluids spilled in dumpster. If trash bin areas requires cleaning, use dry clean-up methods or a permitted mobile washer. Mobile washers must follow these minimum SOP's

Outdoor Areas

- Sweep sidewalks and parking areas and keep storm drains clear of trash.
- Require subcontractors to follow these SOP's

Inform Residents and Site Maintenance Contractors

- Inform residents to keep trash off the sidewalks and parking areas, and out of storm drains.
- Communicate proper trash BMPs to all residents and site maintenance contractors.

Emergency Response Plan

1. The property has three approaches for entrances and departures. They are to be used to in the case of an emergency.
2. In the event of an emergency, contact the apt personnel below:

Unified Police Department – Millcreek Precinct
1580 East 3900 South, #100
MIllcreek, Utah
(801) 743-7000

Unified Fire Department
790 E 3900 S
Millcreek, Utah
(801) 743-7200

Poison Control
1 (800) 222--1222

Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, Utah
Office: (801) 536-4400
Hotline: (800) 458-0145

APPENDIX C – SMP RECORDKEEPING DOCUMENTS

SMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Inspection Frequency	Operation/Program	Action Type (Inspection / Maintenance)	Date (Inspection / Maintenance Performed)	Report: (inspection and corrections results)
A	Inspection and Maintenance of: -Detention Pond -Inlet & Combo Boxes -Snout			
A	Pollution Minimization -Maintain Bins -Clean exterior areas of debris -If a spill occurs, use absorbent material to clean up			
A	Pesticides, Herbicides, and Fertilizers -Avoid applying these to pavement or areas that can reach storm water system			
A	Parking Area Maintenance -Sweep parking lot -Clean spills -Clean up de-icing salts, if possible			
A	Waste Management Operations -Maintain Bins			

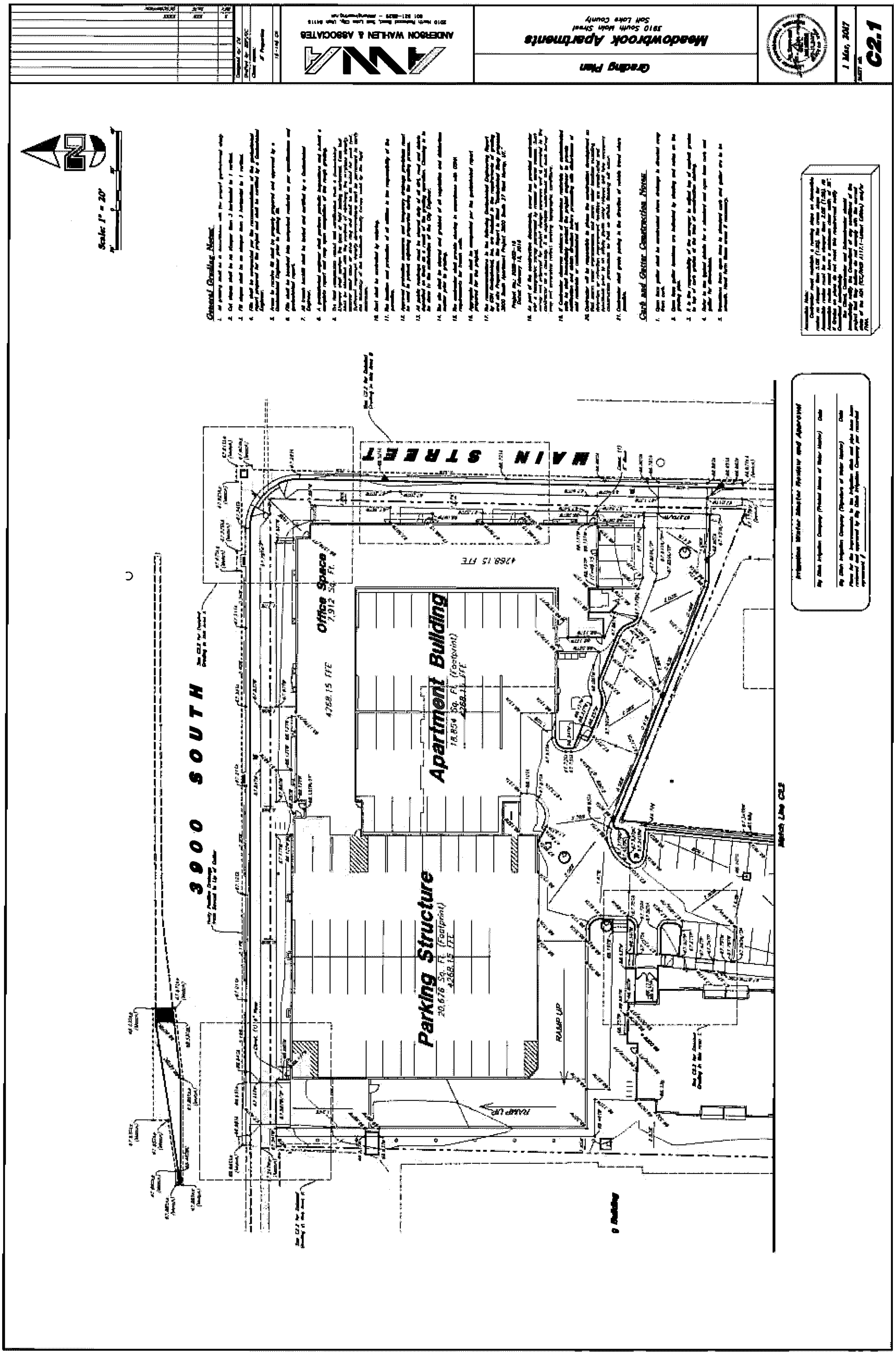
Key: A=annually, W=Weekly, M=Monthly, Q=Quarterly, S=following appreciable storm event, X=add frequency unique to your property infrastructure
X Year Annual Conclusion: xxxx

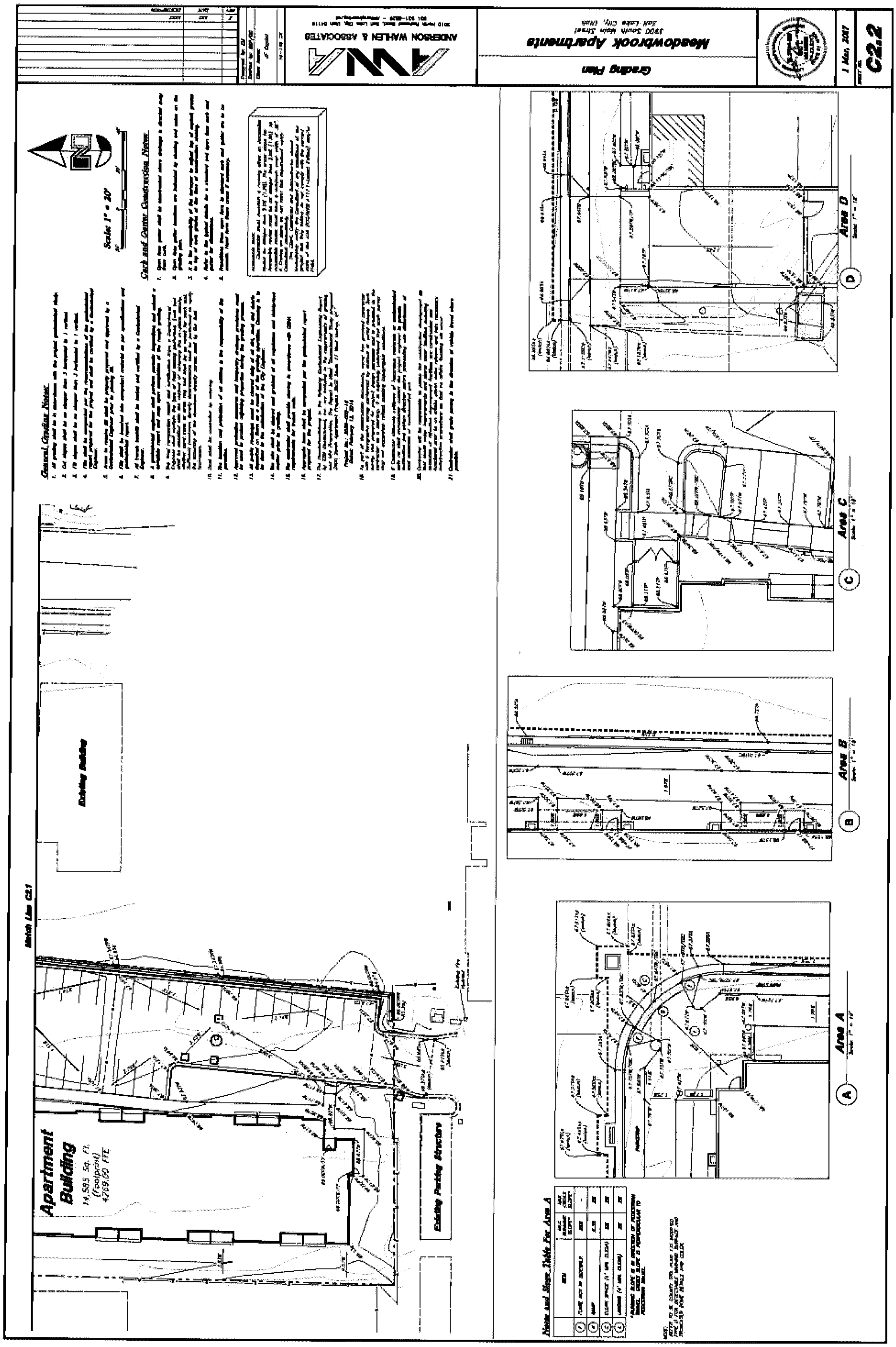
Annual SOP Training

SOP #	SOP	Trainer	Employees Trained / Service Contractors Informed of SOP	Date

Exhibit C

Grading and Drainage Plan


Grading Plan
Meadowbrook Apartments
3910 South Main Street
Salt Lake County
ANDERSON WAHLEN & ASSOCIATES
C2.1
3900 SOUTH
MAIN STREET
Office Space
Apartment Building
Parking Structure
RAMP UP
Scale 1" = 20'


ANDERSON WAHLEN & ASSOCIATES
Meadowbrook Apartments
3900 South Main Street
Salt Lake City, Utah
Grading Plan
1 Mar, 2017
C2.2
Scale 1" = 20'
General Grading Notes
Curb and Gutter Construction Notes
Existing Building
Apartment Building
14,585 Sq. Ft.
(Footprint)
4269.00 FFE
Existing Parking Structure
Area A
Area B
Area C
Area D