

**When recorded, mail to:**  
Lehi City  
153 N. 100 E.  
Lehi, UT 84043

**Insert Address**  
Holbrook Plat D Phase  
2700 North Indian Ford Drive  
Lehi, UT 84043

Affects Parcel No(s): 58-005-0099

### LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 15<sup>th</sup> day of JANUARY, 2022, by and between Lehi City, a Utah municipal corporation ("City"), and Holbrook Farms Master Association, a Utah Non-profit Corporation ("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 Lehi 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 Recorder 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 30<sup>th</sup> 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 Salt Lake 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 Recorder. Revision applications must be filed with the Lehi City and amended into the LTSWMP on file with the Teisha Wilson the City recorder.

STORMWATER FACILITIES MANAGEMENT AGREEMENT

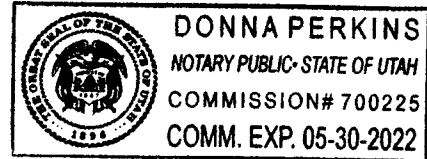
SO AGREED this 13 day of January 2022.

PROPERTY OWNER: IVORY DEVELOPMENT, LLC
By: [Signature] Title: PRESIDENT
By: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF UTAH )
:SS.
COUNTY OF Salt Lake

The above instrument was acknowledged before me by Christopher Gamvroukas, this 13 day of January, 2022.

[Signature]
Notary Public
Residing in: Salt Lake
My commission expires: 5-30-2022

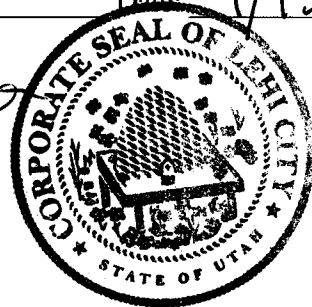


[Signature] CITY

By: Mark Johnson
Mayor

Date: 1/15/2022

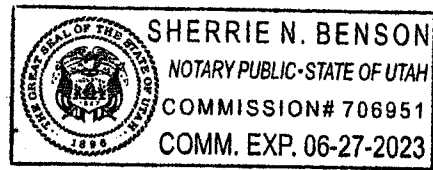
Attest: Teisha Wilson [Signature]
City Recorder



STATE OF UTAH )
:SS.
COUNTY OF \_\_\_\_\_ )

The above instrument was acknowledged before me by Mark Johnson, this 15 day of January, 2022.

[Signature]
Notary Public
Residing in: Utah
My commission expires: 6-27-2023



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with Lehi City Recorder

**EXHIBIT A**

**LEGAL DESCRIPTIONS  
PREPARED FOR  
HOLBROOK PLACE  
LEHI, UTAH  
(Revised: May 4, 2021)**

**BOUNDARY DESCRIPTION**

A portion of the SE1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows:

Beginning at a southeasterly corner of HOLBROOK FARMS PLAT D PHASE 1 Subdivision according to the official plat thereof recorded January 28, 2021 as Entry No. 2021:15959 in the office of the Utah County Recorder, located S89°57'58"W 2,518.51 feet along the Section line and N00°02'02"W 36.00 feet from the Southeast Corner of said Section 35 (Basis of Bearing: S0°08'15"E along the Section line between the Southeast Corner of said Section 35 and the East 1/4 Corner of Section 2, T5S, R1W, SLB&M); running thence along said plat the following thirteen (13) courses: (1) Northwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: N00°02'02"W) a distance of 23.55 feet through a central angle of 89°56'42" Chord: N45°03'41"W 21.20 feet; thence (2) N00°05'20"W 42.03 feet; thence (3) along the arc of a curve to the left with a radius of 532.00 feet a distance of 103.53 feet through a central angle of 11°08'59" Chord: N05°39'49"W 103.36 feet; thence (4) N11°14'18"W 207.85 feet; thence (5) along the arc of a curve to the right with a radius of 468.00 feet a distance of 93.20 feet through a central angle of 11°24'35" Chord: N05°32'01"W 93.04 feet; thence (6) N00°10'17"E 15.20 feet; thence (7) Northerly along the arc of a non-tangent curve to the right having a radius of 491.00 feet (radius bears: S89°50'21"E) a distance of 35.94 feet through a central angle of 04°11'37" Chord: N02°15'28"E 35.93 feet; thence (8) N04°21'56"E 38.60 feet; thence (9) Northerly along the arc of a non-tangent curve to the left having a radius of 520.00 feet (radius bears: N85°40'11"W) a distance of 37.26 feet through a central angle of 04°06'18" Chord: N02°16'40"E 37.25 feet; thence (10) N00°10'17"E 12.12 feet; thence (11) N89°53'50"E 114.07 feet; thence (12) Southeasterly along the arc of a non-tangent curve to the left having a radius of 61.00 feet (radius bears: N50°28'04"E) a distance of 53.84 feet through a central angle of 50°34'14" Chord: S64°49'03"E 52.11 feet; thence (13) N89°53'50"E 514.55 feet to the westerly boundary line determined by that Warranty Deed recorded June 30, 2017 as Entry No.63302:2017; thence along said westerly boundary line S18°27'02"E 605.31 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 509.05 feet (radius bears: S07°33'19"W) a distance of 67.43 feet through a central angle of 07°35'21" Chord: N86°14'22"W 67.38 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: N51°17'03"E) a distance of 16.18 feet through a central angle of 38°37'27" Chord: N19°24'14"W 15.87 feet; thence N89°56'04"W 28.00 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: S89°54'30"W) a distance of 16.24 feet through a central angle of 38°45'31" Chord: S19°17'15"W 15.93 feet; thence S89°57'26"W 296.78 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'32" Chord: N45°02'18"W 21.21 feet; thence S89°57'02"W 56.00 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°57'58"W) a distance of 23.44 feet through a central angle of 89°32'17" Chord: S44°44'07"W 21.13 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 2,069.00 feet a distance of 38.48 feet through a central angle of 01°03'56" Chord: S88°58'17"W 38.48 feet; thence S88°26'19"W 96.73 feet; thence along the arc of a curve to the right with a radius of 1,931.00 feet a distance of 51.48 feet through a central angle of 01°31'39" Chord: S89°12'09"W 51.48 feet; thence S89°57'58"W 123.44 feet to the point of beginning.

Contains: 9.86 acres+/-



## EXHIBIT B

# Long-Term Stormwater Management Plan

for:

Holbrook Plat D Phase 2  
2700 North Indian Ford Drive  
Lehi, UT 84043

parcel # 58-005-0099

Owner Name: Ben Hawkins, Construction Manager  
Boyer Company  
101 South 200 East Suite 200  
Salt Lake City, UT 84111  
Telephone Number: 801-209-8174  
Email: bhawkins@boyercompany.com

Maintenance Contact: Bronson Anderson – Team Leader  
BD Bush Excavation  
14676 South 855 West  
Bluffdale, UT, 84065  
Telephone Number: 801-707-9769  
Email: bronson@bdbushex.com

24 Hour HOA Emergency Contact:

In charge of Long Term Stormwater Permanent Maintenance  
Chris P. Gamvroulas  
(801) 747-7000 – Office  
(801) 550-4548 – Mobile  
chrisg@ivorydevelopment.com

## **PURPOSE AND RESPONSIBILITY**

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  
SECTION 2: TRAINING  
SECTION 3: RECORDKEEPING  
SECTION 4 APPENDICES

**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.

SD Inlet #5110 on Myrtle way flows Northeast to 4' dia. SDMH #5111 on Dahlia Drive. SD Inlet #5112 and SD Inlet #5111 on Dahlia Drive also flow to SDMH #5111. The storm drainage pipe continues to flow East on Dahlia Drive to 4' dia SDMH #5115. SD Inlet #5101 on Yellowcress Drive (North side of the intersection with Dahlia Drive) flows to 4' dia SDMH #5106 on Yellowcress Drive. It is then piped South to the 4' dia. SDMH #5115 on Dahlia Drive. At the East end of Dahlia Drive SD Inlet #5113 is piped South to 4" dia SDMH #5112. It is then piped West along Dahlia Drive to 4' dia SDMH #5107. SD Inlet #5109 on Foxglove Way is piped North to SDMH #5107 also. It is piped West on Dahlia Drive to 4' dia SDMH #5115. It is then piped South on Yellowcress Drive to 4' dia SDMH #5113. SD Inlet #5108 is also piped into SDMH #5113. It is piped South to 4' dia SDMH #5117 on Yellowcress Drive. SD Inlet #5116 on Sweet Pea Lane is piped East across Parcel B to SDMH #5117 on Yellowcress Drive. It is piped South on Yellowcress Drive to 4' dia SDMH #5106, then piped South to 4' dia SDMH #5105. SD Inlet #5102 and SWD Inlet #5107 are also piped to SDMH #5105. It continues piped South on Yellowcress Drive to the intersection of Snowdrop Drive to 4' dia SDMH #5116. It is then piped South to Ex. SDMH #5101. SD Inlet #5117 and SD Inlet #5118 are connected to Ex. SDMH #5101. From there it is piped South and connects to the Existing SDMH on 2700 North and connects to the Lehi City Storm Drain System. On Myrtle Way SD Inlet #5105 and SD Inlet #5106 connect to 4' dia SDMH #5108. It is then piped South to the intersection of Snowdrop Drive to 4' dia SDMH #5102. It is then piped East along Snowdrop Drive to SDMH #5116 at the intersection of Yellowcress Drive where it ties into the rest of the system existing Yellowcress Drive. On Foxglove Way SD Inlet #5104 and SD Inlet #5103 connect to 4' dia SDMH #5103 on Foxglove Way. It is then piped South to Snowdrop Drive to 4' dia SDMH #5104. It is then piped West to SDMH #5116 on Yellowcress Drive, where it ties into the storm drain system existing Yellowcress Drive to 2700 North. On the East end of Snowdrop Drive SD Inlet #5115 is piped South to 4' dia SDMH #5101 on Lotus Lane. It is piped South to Ex. SDMH #5102. SD Inlet #5114 and SD Inlet #5119 on Lotus Lane are also piped to Ex. SDMH #5102. It is then piped South to 2700 West and ties into the rest of Lehi storm drainage system. Refer to Drainage Plan C5 Holbrook Plat D Phase 2 Civil Plan prepared by Focus engineering for more detail.

**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 carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance costs and any waste dissolving in the runoff will pass through our system ultimately polluting the Jordan River.

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. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **Landscaping**

Our landscape operations, including mowing, pruning, hand digging etc., can result in grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants to fall or be left on our paved areas. The primary pollutant impairing the Jordan River is total dissolved solids and arsenic 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 the Jordan River. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **Storm Drain System**

The storm drain inlets direct all runoff to storm drain manholes which connect to Lehi's existing storm drain manholes, and existing storm drainage system. The HOA is responsible for maintaining the storm drain inlets and the storm drain manholes within the HOA property. The Storm Drain Maintenance SOP is written to control and manage this system. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **Waste Management**

The 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage the waste we generate. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **Utility System**

The roof-top utility system is exposed to our roof drains, which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm the Jordan River if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **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. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

### **Equipment / Outside Storage**

No outside equipment storage is planned for this residential subdivision. (See Section 1 site description and Civil Sheet C5 Drainage Plan for more details.)

## **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**

Appendix A- Site Drawings and Details

Appendix B- SOPs

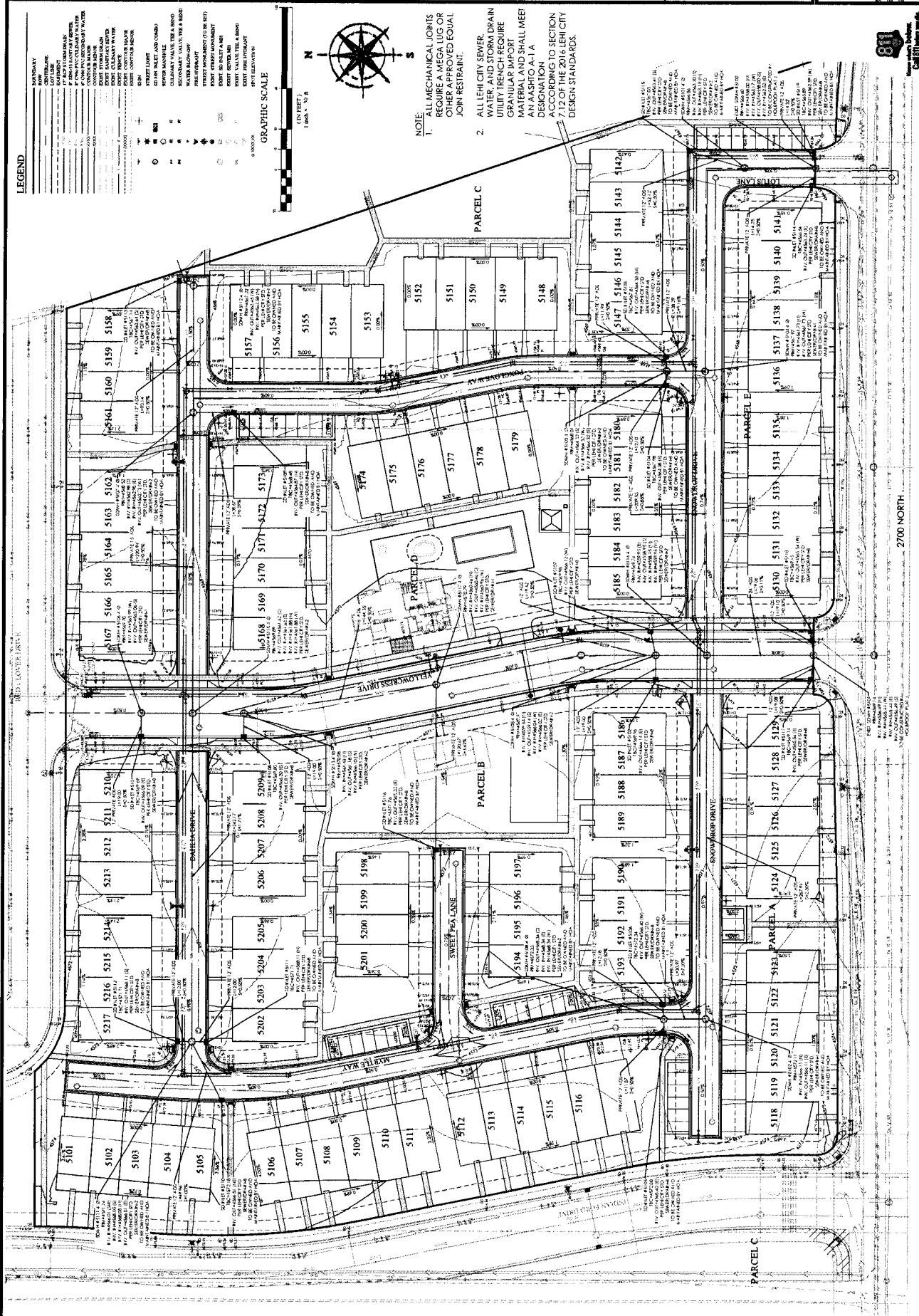
Appendix C- Recordkeeping Documents

# **APPENDIX A – SITE DRAWINGS AND DETAILS**

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
1000 N. RAVENWOOD DRIVE  
SALT LAKE CITY, UT 84112  
TEL: 801-487-7000  
WWW.FOCUS-UT.COM

**HOLBROOK PLAT D PHASE 2**  
LEHI, UT  
**DRAINAGE PLAN**

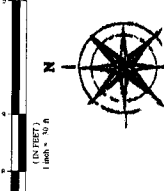
DATE	DESCRIPTION



**LEGEND**

- BOUNDARY
- CONCRETE
- ASPHALT
- GRAVEL
- GRAVEL WITH SAND
- GRAVEL WITH SAND AND SALT
- GRAVEL WITH SAND AND SALT AND LIME
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**GRAPHIC SCALE**  
1 inch = 10 ft



**NOTE**

- ALL MECHANICAL JOINTS REQUIRE A MEGA LUG OR OTHER APPROVED EQUAL JOINT RESTRAINT.
- ALL LEHI CITY SEWER, WATER AND STORM DRAIN UTILITY TRENCH REQUIRE GRANULAR IMPORT MATERIAL AND SHALL MEET AN AASHTO A-1-A DESIGNATION TO SECTION 712 OF THE LEHI CITY DESIGN STANDARDS.



2700 NORTH

PARCEL A, B, C

DANFORTH DRIVE, MARBLE WAY, SWEET PEA LANE, GLENDALE DRIVE

5101, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5110, 5111, 5112, 5113, 5114, 5115, 5116, 5117, 5118, 5119, 5120, 5121, 5122, 5123, 5124, 5125, 5126, 5127, 5128, 5129, 5130, 5131, 5132, 5133, 5134, 5135, 5136, 5137, 5138, 5139, 5140, 5141, 5142, 5143, 5144, 5145, 5146, 5147, 5148, 5149, 5150, 5151, 5152, 5153, 5154, 5155, 5156, 5166, 5167, 5168, 5169, 5170, 5171, 5172, 5173, 5174, 5175, 5176, 5177, 5178, 5179, 5180, 5181, 5182, 5183, 5184, 5185, 5186, 5187, 5188, 5189, 5190, 5191, 5192, 5193, 5194, 5195, 5196, 5197, 5198, 5199, 5200, 5201, 5202, 5203, 5204, 5205, 5206, 5207, 5208, 5209

## 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 Restrictions for all Waste Scheduled for the North Pointe Solid Waste SSD Landfill:**

- a) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the North Pointe Landfill.
- b) Review North Pointe Landfill regulations for additional restrictions and understand what waste is prohibited in the North Pointe Landfill.
- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites. The Utah County Health Department is a good resource, 801-851-7000.

**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 inlet 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 South Salt Valley Mosquito Abatement District when necessary.

**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 Valley 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 residents. 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, 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, Lehi City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst or tipped tanks.
  2. Emergency UCHD, Lehi City: Emergency constitutes potential for waste to be carried by water.
  3. Contacts:
    - HAZMAT - 911
    - DWQ – 801-231-1769, 801-536-4123
    - UCHD – 801-851-7000
    - Lehi City – 385-201-1700

### 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

*[Insert PLAN Recordkeeping forms following this page.]*

**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure
	Replace text with the infrastructure / system that must be maintained; repeat
A	SD Inlet #5110 (Myrtle Way)
A	4' dia. SDMH #5111 (Dahlia Drive), 4' dia SDMH #5115 (Dahlia Drive)
A	SD Inlet #5112, SD Inlet #5111 (Dahlia Drive), SD Inlet #5113 (Dahlia Drive)
A	SD Inlet #5101 (Yellowcress Drive)
A	4' dia SDMH #5106 (Yellowcress Dr.), 4' dia SDMH #5117 (Yellowcress Dr.)
A	4" dia SDMH #5112 (Dahlia Drive), 4' dia SDMH #5107 (Dahlia Drive)
A	SD Inlet #5109 (Foxglove Way)
A	SD Inlet #5108 (Dahlia Drive)
A	SD Inlet #5116 (Sweet Pea Lane)
A	4' dia SDMH #5105 (Yellowcress Dr.), 4' dia SDMH #5116 (Yellowcress Dr.)
A	SD Inlet #5102 and SD Inlet #5107 (Yellowcress Dr.)
A	SD Inlet #5117 and SD Inlet #5118 (Yellow Cress Dr.)
A	Ex. SDMH #5101(Yellow Cress Dr.)
A	SD Inlet #5105 and SD Inlet #5106 (Myrtle Way)
A	4' dia SDMH #5102 (Snowdrop Drive), 4' dia SDMH #5104 (Snowdrop Drive)
A	SD Inlet #5104 and SD Inlet #5103 (Foxglove Way)
A	4' dia SDMH #5103 (Foxglove Way)
A	SD Inlet #5115 (Snowdrop Drive)
A	4' dia SDMH #5101 (Lotus Lane)
A	Ex. SDMH #5102. SD Inlet #5114 (Lotus Lane)
A	SD Inlet #5114 and SD Inlet #5119 (Lotus Lane)

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	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log 801-768-7102

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.