

STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 26 day of April, 2022, by and between AF III QOZB, LLC (hereinafter referred to as "Owner", and American Fork City (hereinafter referred to as the "City"), a Municipal Corporation.

RECITALS

WHEREAS, the Owner desires to improve, develop or redevelop real property located at approximately 620 S 860 E in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto;

WHEREAS, said development requires the installation and maintenance of storm water facilities (hereinafter referred to as "Facilities") to be constructed according to designs and plans approved by the City;

WHEREAS, the Owner, for and in behalf of its administrators, executors, successors, heirs, or assigns, including any homeowners association, recognizes and agrees that the health, safety, and welfare of the citizens of the City require that the Facilities be constructed and adequately maintained on the Property throughout the life of the development; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

**SECTION 1
FACILITIES**

Facilities include all storm water detention and control structures, flood control devices, or other improvements, which may include, but is not limited to all pipes, channels, or other structures and infrastructure built to convey storm water to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water which are required by the City in the site plan attached hereto as Exhibit B.

**SECTION 2
FACILITIES CONSTRUCTION**

The Owner shall, at its sole cost and expense, construct the Facilities in accordance with the plans and specifications for the development approved by the City. Owner understands and agrees that modifications may be needed to make the system work properly after the Facilities are installed and agrees to make modifications and adjustments as may be necessary and required by the City.

Approved as to form:
Attorney for American Fork City



ENT 104144:2022 PG 1 of 32
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Sep 26 2:22 pm FEE 0.00 BY CS
RECORDED FOR AMERICAN FORK CITY

SECTION 3 MAINTENANCE

The Owner shall, at its sole cost and expense, adequately maintain the Facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed to by the parties and attached hereto as Exhibit C. Adequate maintenance is herein defined as follows: 1) keeping the Facilities in good working condition so that the Facilities are performing their design functions, 2) performing facility inspections and repairs as may be needed, and 3) replacing and/or modifying portions, or all of the system, as may be needed to maintain the intended function of the facility.

SECTION 4 EASEMENT

The Owner hereby grants permission to the City, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the City deems it necessary. Whenever possible, the City shall provide notice prior to entry. Inspections by the City 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 Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all laws, regulations, and approved plans and specifications. The Owner hereby grants a twenty-five (25) foot access easement in favor of the City with the midpoint of the easement lying over the midpoint of the Facilities identified in the attached plan. This easement shall be limited in scope to allow only those actions which are necessary to allow the City to inspect, ensure adequate maintenance, and to cause any repairs to be made that the City deems necessary. This easement shall include, but is not be limited to, prohibiting the construction of structures or improvements that would impact or obstruct the intended purposes of the Facilities or restrict the ability of the Owner or the City to inspect, maintain, or repair the Facilities.

SECTION 5 FAILURE TO MAINTAIN FACILITIES

In the event the Owner fails to maintain the Facilities in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, in addition to any other remedies provided by State or City code, may, with due notice as provided in Section 6, enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property that is not included in the plans and specifications for the development, or other agreement between the parties. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities. The decision to maintain or repair the Facilities shall be at the City's sole discretion and in no event shall this Agreement be construed to impose any such obligation on the City or to create any liability for the City refusing to undertake such a duty.

**SECTION 6
NOTICE OF DEFICIENCIES**

If the City finds that the Facilities contain any defects or are not being maintained adequately, the City shall provide Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, as determined by the City, to cure such defects or deficiencies.

**SECTION 7
RECOUPMENT OF COSTS**

In the event the City performs work of any nature pursuant to the Agreement, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City. If not paid within the prescribed time period, the City shall be entitled to record a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Owner's failure to maintain the Facilities.

**SECTION 8
LIMITATION OF LIABILITIES**

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

**SECTION 9
SEDIMENT ACCUMULATION**

Adequate maintenance shall include control of sediment accumulation resulting from the normal operation of the Facilities. The Owner will make accommodations for the removal and appropriate disposal of all accumulated sediments.

**SECTION 10
REQUIREMENTS AND STANDARDS**

The Parties agree to follow and comply with all requirements applicable to storm water detention and control facilities as by the Utah Department of Environmental Quality, Division of Water Quality, including the Small MS4 General UPDES Permit requirements, and by the City ordinances and Storm Water Management Plan as existing at the time of executing this agreement and as may be amended from time to time. The parties agree that these requirements and regulations are incorporated herein by this reference and that this agreement shall be deemed

automatically amended to incorporate any and all changes and amendments made thereto after the signing of this agreement.

**SECTION 11
INSPECTIONS**

The Owner shall perform an annual inspection of the Facilities. The City may require more frequent inspections should it have reason to believe that such inspections are necessary. All inspections shall be conducted by a qualified inspector and the results shall be reported to the City. The purpose of the inspection and reporting is to assure safe and proper functioning of the Facilities, including but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. All annual inspection reports shall be submitted to the City Public Works Department no later than September 1 of any given year and shall be on the Maintenance Inspection Report attached hereto as Exhibit D.

**SECTION 12
INDEMNITY**

The Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

**SECTION 13
COVENANT RUNNING WITH THE LAND**

This Agreement shall be recorded at the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, heirs, assigns and any other successors in interest, including any homeowners association.

**SECTION 14
REMEDIES**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest. Any rights or remedies contained in this Agreement shall be in addition, and non-exclusive, to any rights existing under the Utah Code or that may exist under the common law.

**SECTION 15
ATTORNEYS FEES**

If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required by this Agreement, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

**SECTION 16
THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

**SECTION 17
NO PARTNERSHIP**

Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between the City and Owner.

**SECTION 18
UTAH LAW AND VENUE**

This Agreement shall be interpreted pursuant to 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 Utah County, Utah.

**SECTION 19
INTEGRATED AGREEMENT**

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

**SECTION 20
SEVERABILITY**

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, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

**SECTION 21
AMENDMENTS**

Approved as to form:
Attorney for American Fork City

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may not be modified except in writing agreed to by both parties.

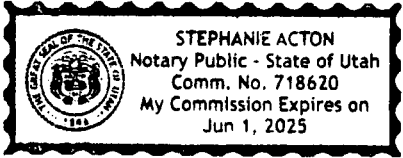
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

OWNER

Date: APRIL 25, 2022. Paul W. Ritchie
By: PAUL W. RITCHIE
Its: Manager

NOTARIZATION

STATE OF UTAH)
) :SS
COUNTY OF UTAH)



The above Agreement was executed on this 26th day of April, 2022 by Paul W Ritchie, for and on behalf of AF III QDZB, LLC, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.

Stephanie Acton
NOTARY PUBLIC

AMERICAN FORK CITY

Date: June 20, 2023. Scott Sensenbaugher
Scott Sensenbaugher
Director of Public Works

ATTEST:

Exhibit A

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EXHIBIT A

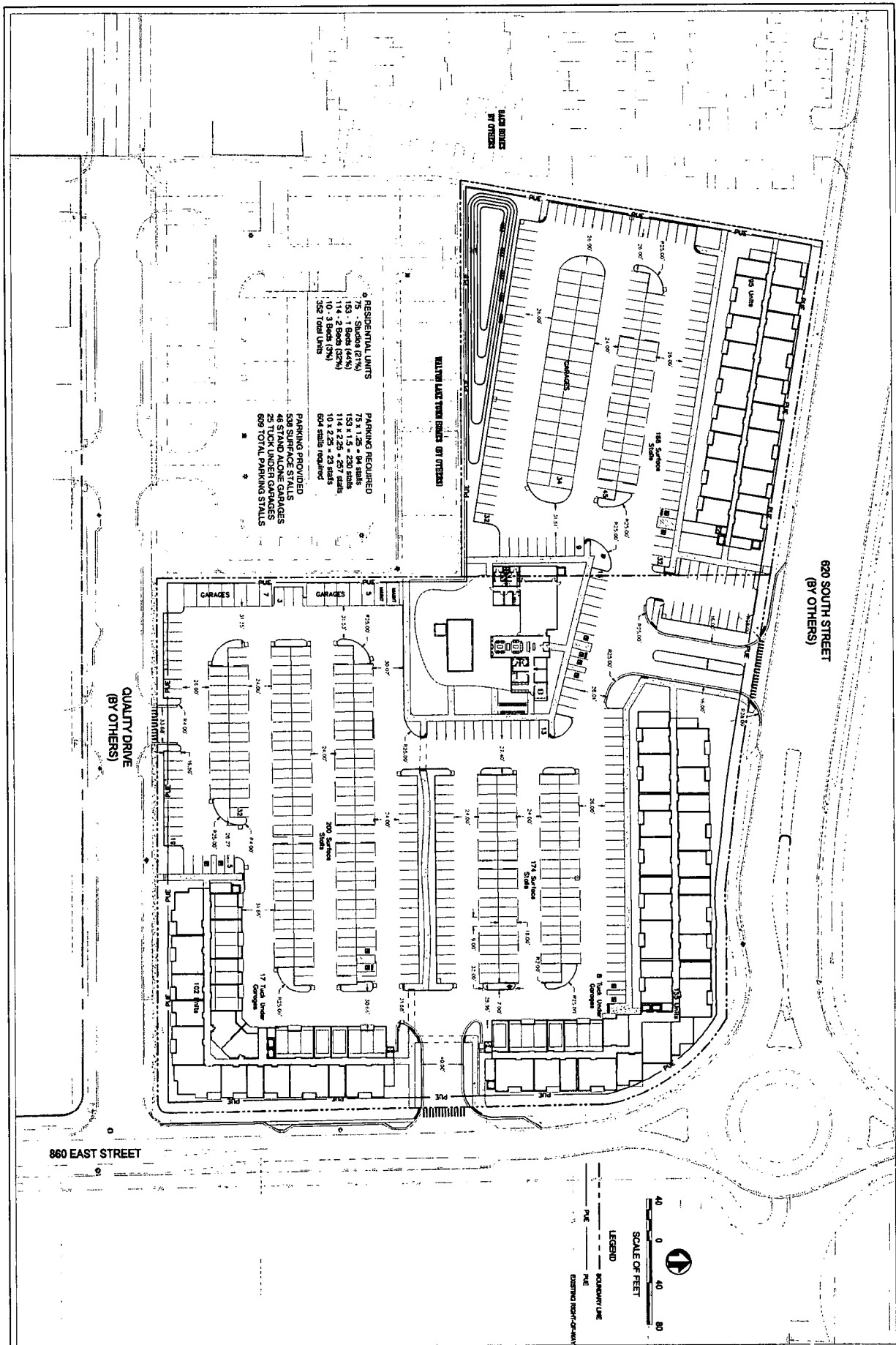
A parcel of ground lying and situate in the East Half of the South East Quarter, Section 24, and in the North Half of the Northeast Quarter, Section 25, Township 5 South, Range 1 East, SLB&M (Tax Parcel # 13:059:0129 being the remainder parcel M-I-B identified on the ALTA survey by Johanson Surveying on file at the Utah County Surveyor's office as # 20-449 and a 6.43 acre remainder of Tax Parcel # 13:059:0109).

Basis of Bearing for subject parcel being South $45^{\circ} 01'56''$ East 3791.23 feet measured between the found Utah County Brass Caps monumenting the North Quarter Corner and East Quarter Corner of Section 25, Township 5 South, Range 1 East, SLB&M.

Commencing at said North Quarter Corner of Section 25, Thence South $89^{\circ} 35'49''$ East 1339.53 feet; Thence North $00^{\circ} 29'02''$ East 38.14 feet; Thence North $00^{\circ} 30'38''$ East 22.57 feet; Thence North $09^{\circ} 35'42''$ East 131.64 feet to the True Point of Beginning:

Thence North $09^{\circ} 35'42''$ East 353.31 feet to a point on the south Right of Way line of 620 South Street as shown on the Vest Road Dedication Plat recorded as Entry 54716:2019, Map 16589 of the Utah County Records; Thence the following three (3) calls coincident with said Right of Way line: 1) South $80^{\circ} 25'43''$ East 318.81 feet, 2) South $80^{\circ} 25'43''$ East 155.62 feet to a point of curvature, 3) Southeasterly 96.61 feet along the arc of a 1300.00 ft. radius curve to the left (center bears North $09^{\circ} 34'17''$ East with a Delta of $04^{\circ} 15'27''$); Thence South $82^{\circ} 35'08''$ East 38.28 feet to a point of curvature; Thence Southeasterly 44.86 feet along the arc of a 176.37 ft. radius curve to the left (center bears North $07^{\circ} 24'52''$ East with a Delta of $14^{\circ} 34'22''$) to a non-tangent point of curvature and a point on said south Right of Way line; Thence the following two (2) calls coincident with said Right of Way line: 1) Southeasterly 37.70 feet along the arc of a 1300.00 ft. radius curve to the left (center bears North $01^{\circ} 39'41''$ East with a Delta of $01^{\circ} 39'41''$), 2) EAST 54.25 feet; Thence Southeasterly 143.58 feet along the arc of a 176.44 ft. radius non-tangent curve to the right (center bears South $30^{\circ} 42'56''$ West with a Delta of $46^{\circ} 37'34''$) to a point on the west Right of Way line of 860 East Street per said Vest Plat; Thence coincident with said west Right of Way Line South $00^{\circ} 54'51''$ East 424.15 feet to a point of curvature; Thence Southwesterly 15.90 feet along the arc of a 10.00 ft radius curve to the right (Center bears South $89^{\circ} 05' 09''$ West with a Delta of $91^{\circ} 06'44''$) to a point on the north Right of Way line of Quality Drive per said Vest Plat; Thence North $89^{\circ} 48'07''$ West 501.53 feet coincident with said north Right of Way; Thence North $00^{\circ} 06'23''$ West 292.88 feet; Thence North $89^{\circ} 48'07''$ West 373.82 feet to the Point of Beginning.

Exhibit B



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DATE: 17 March 2022
 PROJECT: RITCHEE DEVELOPMENT

TWIN PEAKS
 Engineering & Land Surveying
 2264 NORTH 1450 EAST LEHI, UTAH 84043
 (801) 450-3511

RITCHEE DEVELOPMENT
 SITE PLAN
 AMERICAN FORK, UTAH



Exhibit C

EXHIBIT A

Parcel # 13:059:0109

LOT: SMART TOWN (Remainder Parcel
North Quarter Corner and East Quarter Corner of Section 25,
Township 5 South, Range, East, Salt Lake Base and Meridian

EXHIBIT C

Long-Term Stormwater Management Plan

for:

American Fork North Apartments
620 South 860 East
American Fork, UT 84003

The Ritchie Group
1245 East Brickyard Road, Suite 70
Salt Lake City, UT 84106
Scott Laneri, Director of Development,
Email: scott@theritchiegroup.com
Phone: 435-671-6480

Project Manager, Steve Benson, Rimrock Construction
11716 South 700 East Draper, UT 84020
Contractor Phone Number: 801-676-7625
Project Manager Cell Phone: 801-404-6359
Email: sbenson@rimrock.us

Site Superintendent: Shea Ivers
Site Superintendent Email: sivers@rimrock.us
Site Superintendent Cell Phone: 801-319-5654

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including MS4 American Fork 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, groundwater and generate loose litter must be prohibited.

The McArthur Ditch is not high quality or impaired. The 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

Our site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly, we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying: There is one above ground detention basin to the Southwest of the corner of the property. There is an unground monitoring station (#11) a large sump on 620 South to the Northeast portion of the sidewalk near the sidewalk. There is another groundwater monitoring station to the Southwest of the site (#31) along Quality Drive. SD Curb Inlet #1 is piped to SD Curb Inlet #2, SD Curb Inlet #3, is then piped to an outlet at the bottom of the detention basin, outlet #4. SD Curb Inlet #12 is piped to SD Curb Inlet #13, then piped to SD Curb Inlet #9. SD Curb Inlet #9 is also piped to SD Curb Inlet #8, then piped to SD Curb Inlet #7, piped to SD Curb Inlet #6, then piped to an outlet into the detention basin #5 (it a second outlet into the detention basin). SD Curb Inlet #14 is piped to SD Curb Inlet #15, piped to SD Curb Inlet #16, and piped to SD Catch Basin #17, piped to SD Curb Inlet #6 (which leads to the Detention Basin). The pipe between SD Curb Inlet #16 and SD Catch Basin #17 is used as an emergency overflow for the detention basin. It will discharge through this piped to the American Fork City storm drain system in Quality Drive. SD Curb Inlet #16 is piped South to SD Curb Inlet #18,

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pipled to SD Curb Inlet #19, pipled to SD Curb Inlet #20, and then connects to the Storm Drainage System Quality Drive Existing CB #1. On the East portion of the parking lot SD Curb Inlet #30 is pipled to SD Curb Inlet #29, pipled to SD Curb Inlet #28, pipled to SD Curb Inlet #26. SD Curb Inlet #27 is also pipled to SD Curb Inlet #26. SD Curb Inlet #26 is pipled to SD Curb Inlet #25, pipled to SD Curb Inlet #24, pipled to SD Curb Inlet #23, pipled to SD CB Inlet #22, pipled South to SD Curb Inlet #21, then it is pipled to the City Storm Water system on Quality Drive Existing CB #2.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will be carried by runoff to our flood and water quality control system. These solids will fill in our retention system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Landscaping

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. These solids will fill in our retention system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Flood and Water Quality Control System

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system includes an above ground detention basin as well as two ground monitoring sump stations one on Quality Drive and one on 620 South Street. Infiltrating some of our runoff helps keep streams and rivers clean but if we are not careful can contaminate groundwater. Anything we put or allow to be left on our pavements will eventually be carried to our storm drainage system. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. In addition, very intense storm events can scour debris and silt from our system and spill to the McArthur Ditch which is not high quality or impaired. It is important our flood control volume and water quality system are adequately maintained to function properly. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Waste Management

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. The lids of our dumpster and trash receptacles are intended to prevent light weight trash carried off by wind and precipitation exposure minimizing liquids that can leak to our pavement and from haul trucks. In addition, our dumpster pad slopes toward our pavement and any leaks can leach into runoff staining our pavement, causing smell and increasing groundwater contamination risk. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Utility System

Our 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 groundwater and the McArthur Ditch if allowed to drain off our property. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates. (See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

Equipment / Outside Storage

(See section 1 on and Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying.)

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

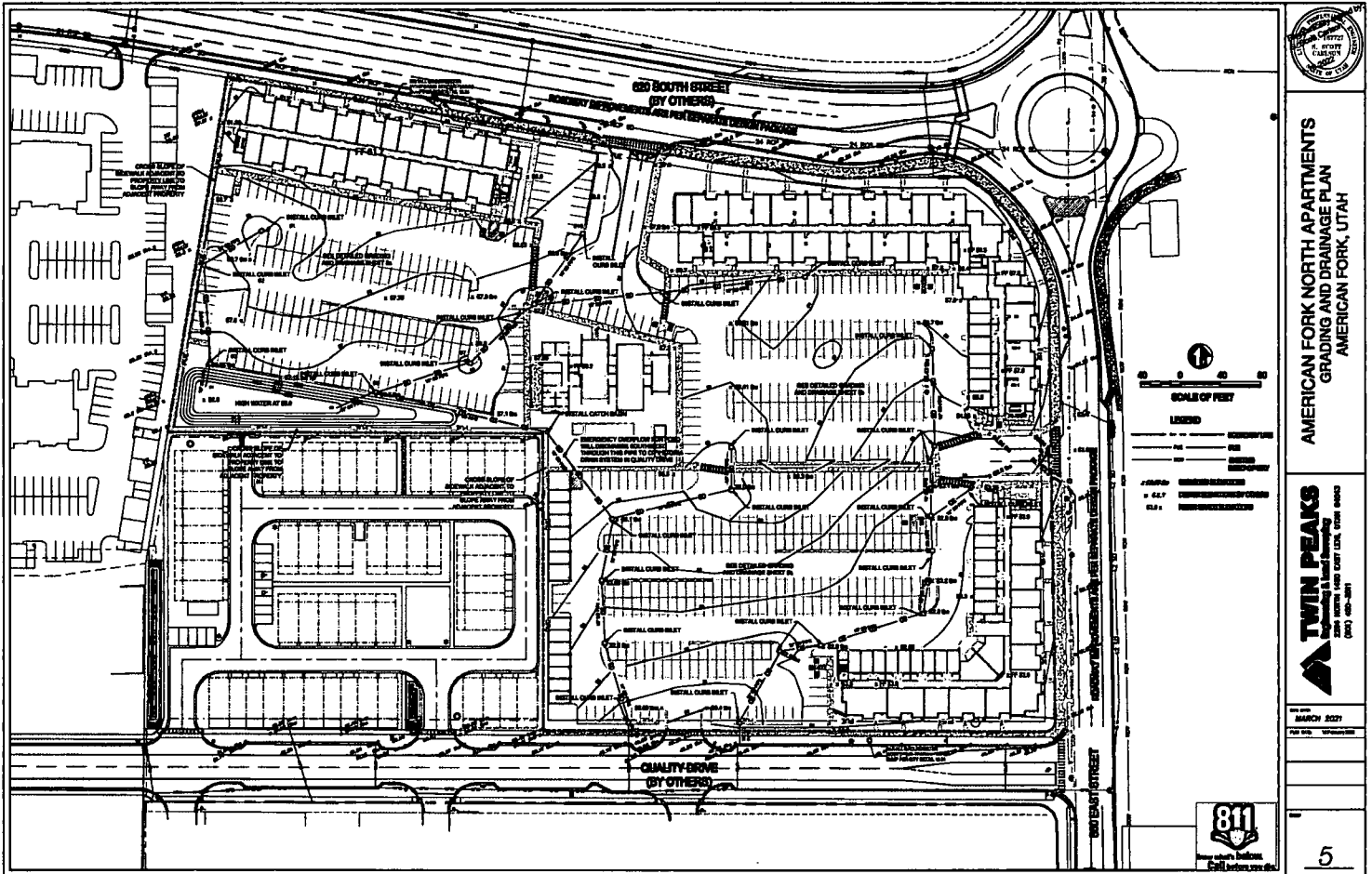
Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to American Fork Stormwater Division annually.

SECTION 4: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS

Grading and Drainage Plan: Sheet 5 by Twin Peaks Engineering & Land Surveying



AMERICAN FORK NORTH APARTMENTS
GRADING AND DRAINAGE PLAN
AMERICAN FORK, UTAH

TWIN PEAKS
ARCHITECTS & ENGINEERS
2000 NORTH 4000 EAST, SUITE 1000, AMERICAN FORK, UT 84202
(435) 465-8811

MARCH 2022

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APPENDIX B – SOPs

Pavement Sweeping

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:

- a) McArthur Ditch is not high quality or impaired.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in Our system includes an above ground detention basin as well as two ground monitoring sump stations one on Quality Drive and one on 620 South Street. Clogging this system will increasing our maintenance cost.

2. Regular Procedure:

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.

4. Disposal Procedure:

- a) Dispose of hand collected material in dumpster
- b) Use licensed facilities when haul off is necessary

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Landscape 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.

1. Purpose:

- a) McArthur Ditch is not high quality or impaired.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our landscaping. Our system includes an above ground detention basin as well as two ground monitoring sump stations one on Quality Drive and one on 620 South Street. Removing these debris after they have washed to our flood and water quality system will in very expensive.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.
- b) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation – Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) 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
 - Haul off spoil as generated and daily
 - Scheduling work when weather forecast are clear.
- e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are 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 removal.

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must use equal or better SOPs.

Waste 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. Purpose:

- a) Trash can easily blow out of our dumpster and trash receptacles.
- b) Liquids can leak from our dumpster polluting waterways, subsurface soils, stain our pavement and cause smell.

2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our receptacles and dumpster. Also liquids can leak from the waste haul trucks.
- c) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of dumpster is not acceptable.

3. Waste Disposal Restrictions for all waste Scheduled for the South Utah Valley Solid Waste District:

- 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

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SOP. Unless specific disposal requirements are 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 South Valley Utah Valley Solid Waste District.
- Review South Valley Solid Waste District regulations for additional restrictions and understand what waste is prohibited in the South Utah Valley Solid Waste District. Ensure the SDS and South Utah Valley Solid Waste District regulations are not contradictory.

Generally the waste prohibited by the South Valley Solid Waste District is:

List local prohibitions: ...

- Hazardous Waste
- Motor Oil
- Hazardous Waste
- Asbestos
- Car Batteries

(South Valley Solid Waste District 801-489-3027).

4. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Flood and Water Quality System

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:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our system includes an above ground detention basin as well as two ground monitoring sump stations one on Quality Drive and one on 620 South Street. increasing maintenance cost.
- b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the McArthur Ditch.

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2. Inspections:

- a) Remove any floating trash at each inspection interval with rake or other means.
- b) Contact the South Salt Lake Valley Mosquito Abatement District when necessary.
- c) Inspect underground infiltration system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- e) Inspect low impact flood control landscape areas infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.
- g) Regularly remove trash and debris from above ground detention/retention and landscape infrastructure. Remove accumulations with regular grooming operations.

2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also, dry waste can be disposed in your dumpster as permitted by the Salt.
- b) Disposal of hazardous waste
 1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Pavement Washing**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.

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1. Purpose:

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
- b) Pavement washing can fill our low impact flood control swale and landscape area, oil/sediment/trash traps and infiltration system with detergents, including sediment and debris increasing our maintenance cost.

2. 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 following by pavement washing when desired or necessary.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the American Fork Sewer District.
- b) Large volumes must be disposed at regulated facilities.

4. 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 restore acceptable appearance of pavements.

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

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.

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1. Purpose:

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

2. De-Icing Procedure:

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

1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping, our system includes an above ground detention basin as well as two ground monitoring sump stations one on Quality Drive and one on 620 South Street. increasing our maintenance cost.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior 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 and runoff events. Many times, daily maintenance is necessary or as needed per random, 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:

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- 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
- Schedule work during clear forecast
- 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) Inspection 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 achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel 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:

- c) Annually and at hire.
- d) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

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. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, American Fork City Health Department, American Fork City.
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, American Fork City
 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 4. Contact Numbers:
HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123, 801-536-4300
American Fork City Health Department 801-763-3070
American Fork City 801-567-7235

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 or vacuum machinery. 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 cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

8. Training:

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

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

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MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat
Q	Underground monitoring station #11 (620 South), Underground monitoring station #31 (Quality Dr.)
A	SD Curb Inlet #1, SD Curb Inlet #2, SD Curb Inlet #3 SD Curb Inlet #12, SD Curb Inlet #13
Q	Above Ground Detention Basin
Q	Detention Basin Outlet #4, Detention Basin Outlet #5
A	SD Curb Inlet #9, SD Curb Inlet #8, SD Curb Inlet #7, SD Curb Inlet #7, SD Curb Inlet #6
A	SD Curb Inlet #14, SD Curb Inlet #15, SD Curb Inlet #16, SD Catch Basin #17
Q	Pipe between SD Curb Inlet #16 and SD CB Catch Basin #17 (emergency basin overflow)
A	SD Curb Inlet #18, SD Curb Inlet #19, SD Curb Inlet #20
A	Existing Catch Basin #1, Existing Catch Basin #2
A	SD Curb Inlet #30, SD Curb Inlet #29, SD Curb Inlet #28, SD Curb Inlet #27, SD Curb Inlet #26
A	SD Curb Inlet #25, SD Curb Inlet #24, SD Curb Inlet #23, SD Curb Inlet #22, SD Curb Inlet #21

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.

Exhibit D

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

Inspector Name:		Subdivision Name:				
Inspection Date:		Address:				
Frequency of inspection		<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annual
Item Inspected	Checked		Maintenance		Observations and Remarks	
	Yes	No	Req'd	Not Req'd		
Pond Facilities						
1	Landscaping maintenance					
2	Remove sedimentation					
3	Remove debris					
4	Repair side slopes					
5	Repair rip-rap protection					
6	Repair control structure					
7	Cleaning of outfall					
8	Removal of floatable debris					
9	Maintenance of inlets					
10	Maintenance of outlets					
Storm drain system						
1	Remove sediment from catch basins					
2	Cleaning storm drain pipes					
3	Maintenance of drainage swales					
4	Remove sediment from manholes					
5	Remove sediment from sumps					
6	Repair oil/ water separator					
7	Repair sand filters					
Parking lot and roads maintenance						
1	Sweeping of parking lot					
2	Sweeping of streets					
3	Cleaning of garbage enclosure					
4	Cleaning of non-hazardous spills					
5	Managing fertilizer use					
6	Managing pesticide use					
7	Removal of grass after lawn mowing					

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information provided is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY: Date:
 Site Inspector