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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DRAPER
1020 E PIONEER RDDRAPER, UT 84020



When recorded, mail to:

Draper City Recorder
1020 East Pioneer Road
Draper City, Utah 84020

Affects Parcel No(s): 27243030190000

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Draper City, a Utah municipal corporation ("City"), and _____ Ivory Development, LLC _____, a _____ Limited Liability Company _____ ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, 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; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law 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, the 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, ("Stormwater Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office; 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 Stormwater Maintenance and Preservation 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 Stormwater Maintenance and Preservation 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 systems and appurtenances 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 City. 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 by the Owner, or the Owner's officers, employees, agents, and representatives as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31st 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 to the Owner of at least three business days. 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 with the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, 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, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5. 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, inspections, 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. 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. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

Section 13

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

Section 14

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____ 20_____.

PROPERTY OWNER

By: *Kevin Anglesey* Title: SECRETARY

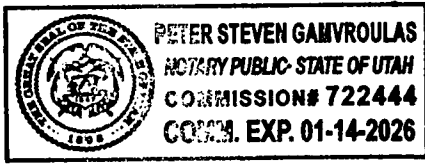
By: _____ Title: _____

STATE OF UTAH)

:SS.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by KEVIN ANGLESEY, this 1ST day of JULY, 2024.

Peter Steven Gamvroulas
Notary Public
Residing in: SALT LAKE COUNTY
My commission expires: 01-14-2026

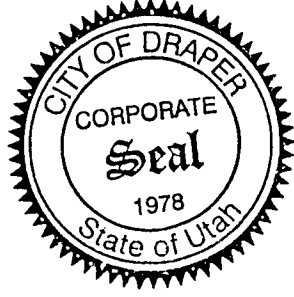


DRAPER CITY

By: *Kevin Kelly* Date: 7/16/24
Public Works Director _____

Attest: *Danai Oscaison*
City Recorder

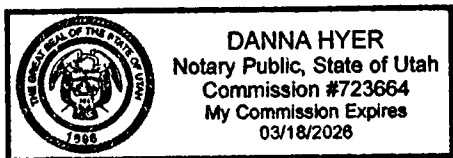
Approve to form: *[Signature]*
City Attorney



CITY'S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 22 day of July, 2024, personally appeared before me Scott Cooley, who being duly sworn, did say that he is the City Engineer of City of Draper, a municipal corporation, and that this instrument was signed in behalf of City by authority of its governing body and the City Engineer acknowledged to me that City executed the same.





NOTARY PUBLIC

Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

Exhibit A

BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Draper, Utah, more particularly described as follows:

Beginning at the Northwest corner of that Real Property as described by Conservator's Deed recorded as Entry No. 13159564 in Book 10879 at Page 5791 in the Office of the Salt Lake County Recorder, said point located S89°59'36"W 1,325.25 feet along the 1/4 Section line and S00°01'23"W 270.27 feet along the 1/16th (40 acre) line from the Center 1/4 Corner of Section 24, T3S, R1W, SLB&M; running thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 280.00 feet (radius bears: N48°28'08"E) a distance of 43.63 feet through a central angle of 08°55'40" Chord: S45°59'42"E 43.59 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 220.00 feet a distance of 193.35 feet through a central angle of 50°21'19" Chord: S25°16'53"E 187.19 feet; thence S00°06'13"E 90.36 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°00'00" Chord: S44°53'47"W 21.21 feet; thence S00°06'13"E 60.00 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S00°06'13"E) a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°06'13"E 21.21 feet; thence S00°06'13"E 355.18 feet; thence along the arc of a curve to the right with a radius of 1,470.00 feet a distance of 131.36 feet through a central angle of 05°07'12" Chord: S02°27'23"W 131.32 feet; thence S05°00'59"W 15.06 feet to the Northwest corner of lot 215 of BIG WILLOW CREEK PHASE 2 according to the Official Plat thereof recorded as Entry No. 13860639 in Book 2022P at Page 004 in the Office of the Salt Lake County Recorder; thence along said plat S89°53'47"W 374.79 feet; thence N01°02'15"W 550.24 feet; thence N34°10'35"E 129.10 feet to said Real Property described by Conservator's Deed; thence along said deed the following two (2) courses: (1) S89°58'37"E 206.83 feet; thence (2) N00°01'23"E 225.09 feet to the point of beginning.

Contains: 6.13 acres +/-
32 Lots
2 Parcels

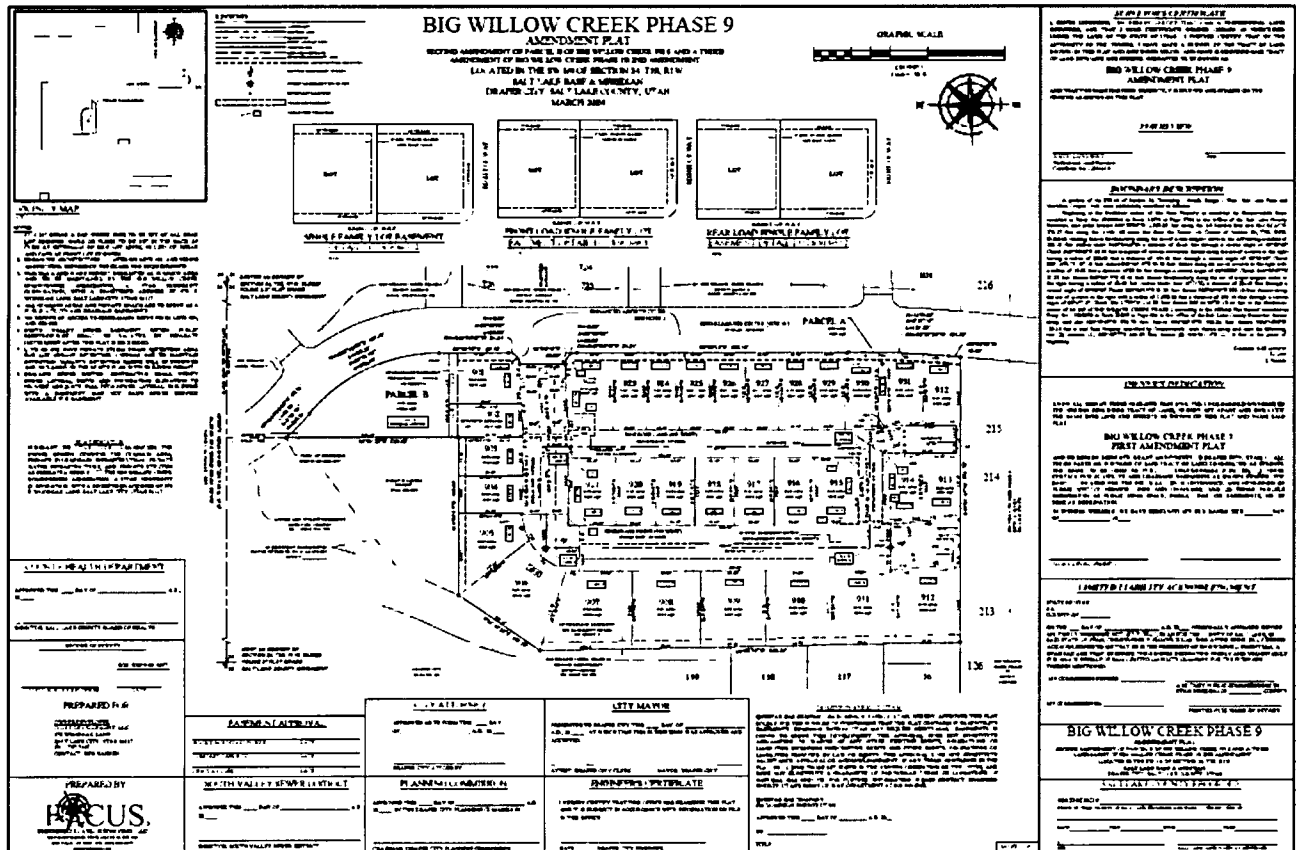


EXHIBIT B

Stormwater System Operations and Maintenance Plan

for:

Big Willow Creek Phase 9
11492 South Englemann Drive
Draper City, Utah

DEVELOPER:

Ivory Development LLC
978 East Woodoak Lane
Salt Lake City, Utah 84117
801-747-7000
peterg@ivoryhomes.com

HOMEOWNERS ASSOCIATION:

Big Willow Creek Master HOA
Management Company: Community Solutions and Sales
Association Manager: Sara May
Phone Number: 801-955-5126
Email: sara@csshoa.com

PURPOSE AND RESPONSIBILITY

The Clean Water Act regulates development to protect water resources.

The resulting Draper City Municipal Separate Storm Sewer Systems (MS4) Permit regulates development to design with water quality approaches and to show maintenance adequately contains and controls pollution generated on the property.

The Utah Stormwater Advisory Committee formed to support the Utah Department of Environmental Quality, Division of Water Quality CWA obligations, recommends the Stormwater System Operations and Maintenance Plan program to achieve the MS4 obligations and to foster uniformity across municipalities.

The Stormwater System Operations and Maintenance Plan prepared by the designers of this property is intended to help site staff and service contractors understand the property's flood and water quality control system and why adequate maintenance is necessary for sufficient flood control protection and to prevent pollutants in the runoff from affecting the environment. Ultimately, good maintenance helps improve the quality of life in our communities where we live and visit.

This Stormwater System Operations and Maintenance Plan describes the systems, operations and the minimum operating procedures necessary to manage pollutants on this property. Any activities or site operations on this property that contaminate water entering the City's stormwater system, groundwater and results in loose litter must be prohibited.

The Stormwater System Operations and Maintenance Plan is aimed at preventing the Big Willow Creek impairments.

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SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

By living in urban communities, every property has runoff that can potentially affect the quality of water that drains to waterways and the ground. To manage flooding, control water pollution and manage cost, it is vital we understand how our flood and water quality system works.

Our site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly, we will contaminate local water resources. This Stormwater System Operations and Maintenance Plan includes standard operations procedures intended to help us manage responsibly manage our grounds. Standard Operation Procedures are filed in appendix B.

Parking, Sidewalk and Pavements

Any sediment, leaves, debris, spilt fluids or other waste that collects on our private lanes and other pavements, will be carried by runoff to our flood and water quality control system. Any solids will fill in our system requiring removal and cleaning.

Any solid material, dissolved solids and liquids mixed with runoff can contaminate surface and potentially groundwater for which we are responsible.

Landscaping

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, herbicides, pesticides to collect on our paved areas. When left on pavements, these solids will fill in our flood and water quality system requiring removal and cleaning.

Any dissolved solids and liquids mixing with runoff can contaminate surface and potentially groundwater for which we are responsible.

Flood and Water Quality Control System

Treating and infiltrating runoff from our property is required by the Clean Water Act intended to protect streams, rivers and groundwater. It is important we regularly maintain our system and diligently follow our standard operation procedures to manage and prevent pollution with potential to dissolve and mix with runoff, damaging surface and subsurface water resources for which we are responsible.

Also, anything we allow to reach our surface low impact system, manufactured treatment device and underground chamber system will fill it with sediment and debris increasing maintenance cost. It is important to follow our standard operation procedures to help manage site maintenance cost and ensure our system is working properly.

Waste Management

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. Closing the lids of our dumpster and trash receptacles are necessary to prevent light weight trash carried off by wind and precipitation exposure preventing 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, increasing odors and increasing risk to water resources.

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 surface and groundwater if allowed to reach our flood and water quality system.

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, when improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. In addition, we need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the standard operations procedure specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the Stormwater System Operations and Maintenance Plan standard operations procedures. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with standard operations procedures.
Mail a copy of the record to Draper City annually.

SECTION 4: APPENDICES

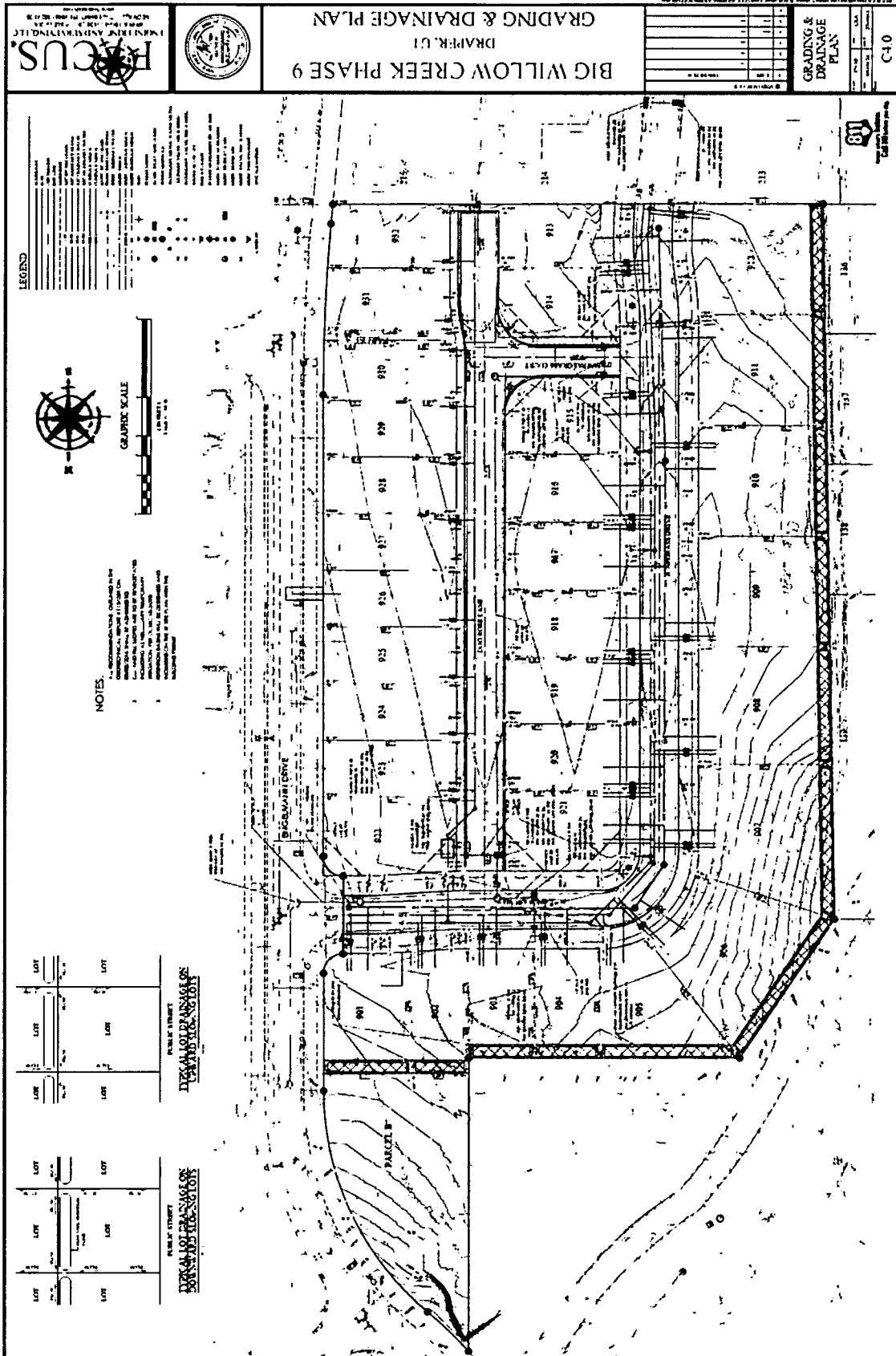
Appendix A- Site Drawings and Details

Appendix B- Standard Operation Procedures SOPs

Appendix C- Recordkeeping Documents

Appendix D- Drainage and Geotechnical Reports, UIC Registration

APPENDIX A – SITE DRAWINGS AND DETAILS



APPENDIX B – Standard Operation Procedures (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) One of the primary contaminates in the Big Willow Creek is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our low impact drainage system, retention/detention storage, manufactured treatment device and underground retention/detention infiltration system increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system is very expensive.

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) One of the primary contaminates in the Big Willow Creek is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our low impact drainage system, retention/detention storage, manufactured treatment device and underground retention/detention infiltration system increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system is 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.
 - Trash and Debris – Remove trash and debris collecting within landscaping.
- c) Remove or contain all erodible or loose material prior to 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, leak from haul trucks, stain pavements and increase odors.

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.
- 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 Land Fill Facility

- a) Generally, most waste generated at this property, and waste from spill and cleanup operations can be disposed in our dumpsters under the conditions listed in this 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 local land fill facility.
- c) Review local land fill regulations for additional restrictions and understand what waste is prohibited in the local land fill facility. Ensure the SDS and local land fill facility regulations are not contradictory.

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 flood and water quality system will collect anything we leave in the way of runoff which will fill in our low impact drainage system, retention/detention storage, manufactured treatment device and underground retention/detention infiltration system increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system is very expensive.
- 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 bypass our system increasing risk of contaminating groundwater and the Jordan River.

2. Inspections:

- a) Inspect Manufactured Treatment Device. Remove any floating trash at each inspection interval with rake or other means. Remove oil sheen with absorbent materials. Remove sediments with accumulations 6" and more. This will usually require hydro-vacuum machinery.
- b) Inspect Manufactured Treatment Device for mosquito larvae. Contact the local mosquito abatement district when necessary.
- c) Inspect underground retention/detention infiltration system for liquid or solid pollutants that can pollute subsurface soils. Find sources and prevent. There is no vegetation, and less soil biology to break down harmful chemicals at these depths.
- d) Inspect underground retention/detention infiltration system for sediment and debris accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- e) Inspect sediment accumulations in above ground detention/retention infrastructure. Remove sediment accumulation when volume capacities drop below 90%.
- f) Regularly remove trash and debris from landscaping areas and above ground low impact flood control systems with regular grooming operations. Inspect sediment accumulations in low impact flood control systems. Remove

accumulations when volumes within the swales, rain gardens and landscape areas drop below 90%.

- g) Inspect low impact flood control system for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.
- h) Inspect flood design and retention system high water levels following significant storm events. The retention and detention depths should not exceed the depths shown on the plans for the respective storm event volumes. Contact an engineer when high water depths shown with plans are not consistent with the storm event.
- i) Inspect surface water ponding. Water should not remain for more than 48 hours. Contact an engineer when the system is not draining. We should reduce site irrigation overspray as this could keep our pond wet all the time.

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 local land fill facility
- 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.

1. Purpose:

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing from pavements.
- b) Pavement washing can fill our low impact drainage system, retention/detention storage, manufactured treatment device and underground retention/detention infiltration system increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system is very expensive.

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 be 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 South Valley 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.

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 temperatures are expected to increase the risk is low, 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 our low impact drainage system, retention/detention storage, manufactured treatment device and underground retention/detention infiltration system increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system is very expensive.

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:
 - 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, temporary covers
 - 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:

- a) Annually and at hire.
- b) 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, retention/detention storage system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching waterways and permeable surfaces can result in expensive spill mitigation, including waterway restoration and potential tear out and replacement permeable drainage systems.

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, Salt Lake County Health Department, 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 Salt Lake County Health Department, and 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:
NATIONAL RESPONSE CENTER (NRC) 800-424-8802
HAZMAT - 911
DWQ HOTLINE –801-536-4123, 801-231-1769, 801-536-4300
SALT LAKE COUNTY HEALTH DEPARTMENT – 385-468-4100
City – 801-576-6557

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

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
A	Clean out Storm Drain Inlet Boxes in Dog Rose Lane and Pampas Grass Court

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

Annual Summary of operations and maintenance 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.

APPENDIX D – Support Design Reports and Documents

Applied Geotech conducted a geotechnical investigation for the Big Willow Creek Development and presented findings and recommendations in a report dated March 2nd, 2016 under Project No. 1151081.