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MAIL RECORDED COPY TO OWNER:  
CW Desert Color, LLC  
1222 W. Legacy Crossing Blvd., Suite 6  
Centerville, UT 84014

AND MAIL RECORDED COPY TO:  
St. George City  
175 East 200 North  
St. George, UT 84770

Tax ID: SG-DCAR-2

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE AGREEMENT  
WITH CW DESERT COLOR LLC FOR ATKINVILLE AT DESERT COLOR**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 2nd day of May, 2022, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and CW Desert Color, LLC, a Utah limited liability company with offices at 1222 W. Legacy Crossing Blvd., Suite 6, Centerville, UT 84014 (“Owner”).

**RECITALS**

**WHEREAS**, City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries, as set forth in the City of St. George Code, Stormwater Management, Title 9 Chapter 14, as amended (“Ordinance”), adopted pursuant to the Utah Water Quality Act, and pursuant to City’s MS4 Permit which requires stormwater runoff to be managed by the use of Stormwater Facilities and best management practices; and

**WHEREAS**, Owner owns real property located in the City of St. George, Washington County, Utah and more particularly described in Exhibit A and incorporated herein as part of this Agreement (“Property”); and

**WHEREAS**, Owner recognizes that post construction storm water facilities (“Facilities”) shall be installed or were installed pursuant to the approved development plans and specifications for the Property and must be maintained; and

**WHEREAS**, City and Owner have determined that it is in the best interest of the health, safety and welfare of the citizens of the City that the Facilities be constructed and maintained on the property and that Owner must maintain those Facilities.

**AGREEMENT**

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

- 1. **RECITALS**. The Recitals above are hereby incorporated as part of this Agreement and are binding on the parties.

2. **FACILITIES.** The Facilities shall be or have been constructed by Owner in accordance with the approved plans and specifications for the development. Owner shall, at its sole cost and expense, operate and maintain the Facilities in good working condition and in accordance with the Schedule of Long-Term Maintenance Activities agreed hereto and attached as Exhibit B. Owner shall report biennially to the City on the City's approved forms or City's online reporting system detailing compliance with the requirements of this Agreement. Owner's Long-Term Stormwater Management Plan, (LTSWMP), is attached as Exhibit C. The LTSWMP must be adapted when site conditions and operations change and when existing programs are ineffective. Owner shall maintain the Property in compliance with this plan. When the plan is updated, the new LTSWMP shall be filed with the City Public Works Department and shall replace the LTSWMP on file with the City. The updated LTSWMP shall not be recorded.
3. **ACCESS AND INSPECTIONS.** Owner hereby grants permission to City, its authorized agents and employees, to enter upon the Property to inspect the Facilities whenever City deems necessary. City shall not unreasonably interfere with the business operations on Property. Except in case of an emergency, City shall give at least a 24-hour notice to Owner prior to entry. Notice may be given by posting the Property. Facilities shall be maintained in a manner that makes them available for inspection and maintenance. All inspections shall be conducted in a reasonable manner and at reasonable times. The purpose of the inspection shall be to determine and ensure that the Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all City requirements.
4. **FAILURE TO MAINTAIN.** In the event Owner fails to maintain the Facilities in good working order and in a manner that makes them available for inspection, City shall give written notice to Owner to cure such defects or deficiencies with a reasonable time frame for compliance. If Owner fails to comply within the timeframe, City may enter the Property to cure the defects.
5. **RIGHT TO CURE DEFECTS.** Owner hereby authorizes City, its authorized agents and employees, to enter upon the Property to cure the defects if Owner has failed to cure them within the reasonable time frame given for compliance. In case of an emergency, City may enter the Property immediately, without notice, and make the repairs. Owner is solely liable for maintenance of the Facilities. It is agreed that City shall have the right, but not the obligation, to elect to perform any or all of the maintenance activities if, in the City's sole judgment, Owner has failed to perform the same. City makes no representation that it intends to or will perform any of the maintenance activities and any election by City to perform any of the maintenance activities, shall in no way relieve Owner of its continuing maintenance obligations under this Agreement. If City elects to perform any of the maintenance activities, City shall be deemed to perform such work without warranty or representation as to the safety or effectiveness of such work, the work shall be deemed to be accepted by Owner "as is" and shall be covered by Owner's indemnity provisions below. If City performs any of the necessary maintenance activities Owner shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Owner's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.
6. **COSTS.** Owner shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such

reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Owner's failure to maintain the Facilities.

7. **NO ADDITIONAL LIABILITY.** It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Owner. 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.
8. **EXHIBITS.** All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit C shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND.** This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Owner only for such time as Owner holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.
12. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
13. **INDEMNITY AND LIABILITY.** City shall not be liable for Owner's stormwater or the Facilities. Owner shall indemnify, defend and hold harmless City, employees, elected officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Owner's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Owner agrees that City may employ attorneys of its own

selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Owner shall pay for all reasonable costs and expenses in connection herewith.

14. **COMMON INTEREST DEVELOPMENTS.** If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:
  - (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
  - (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
17. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

18. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah, 84770

CW Desert Color, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., Suite 6  
Centerville, UT 84014

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

19. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
20. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
21. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
23. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
24. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
26. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.



**LONG-TERM STORMWATER MAINTENANCE AGREEMENT**

**EXHIBIT A**

Legal Description(s)

Parcel: SG-DCAR-2

**LEGAL DESCRIPTION –(AS SHOWN ON WASHINGTON COUNTY RECORDS)**

A parcel of land located in the Northwest quarter of Section 25, Township 43 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 88°54'49" East along the section line 1558.84 feet and North 445.95 feet, from the West Quarter Corner of said Section 25, and running thence North 26°25'51" East 364.25 feet; thence North 52°01'46" East 95.21 feet to a point on the south right of way line of Desert Color Parkway, Document No. 20190000314, Official Records, Washington County, Utah; thence along said line the following six (6) courses: 1) South 46°17'30" East 43.96 feet, 2) South 37°58'14" East 426.72 feet, 3) southeasterly along a 951.00 foot radius curve to the right, (long chord bears South 34°54'05" East a distance of 101.83 feet), center point lies South 52°01'46" West through a central angle of 06°08'17", a distance of 101.88 feet, 4) South 29°49'52" East 77.84 feet, 5) South 28°56'18" East 101.78 feet, and 6) southerly along a 127.50 foot radius curve to the right, (long chord bears South 03°07'22" East a distance of 111.05 feet), center point lies South 61°03'42" West through a central angle of 51°37'51", a distance of 114.89 feet; thence southwesterly along a 5.00 foot radius compound curve to the right, (long chord bears South 62°13'42" West a distance of 6.37 feet), center point lies North 67°18'27" West through a central angle of 79°04'18", a distance of 6.90 feet; thence westerly along a 206.00 foot radius reverse curve to the left, (long chord bears South 76°44'59" West a distance of 174.21 feet), center point lies South 11°45'51" West through a central angle of 50°01'43", a distance of 179.87 feet; thence North 37°46'32" West 28.54 feet; thence North 43°25'49" West 102.53 feet; thence North 44°14'19" West 59.37 feet; thence North 46°27'25" West 47.79 feet; thence North 49°06'08" West 82.23 feet; thence North 54°35'07" West 99.92 feet; thence North 59°19'25" West 68.70 feet; thence North 68°15'30" West 151.91 feet; thence North 64°28'07" West 0.87 feet, to the point of beginning.

Containing 235,263 square feet or 5.40 acres.

A portion of Parcel No. SG-5-3-31-433-SLL (for reference purposes only)

**LONG-TERM STORMWATER MAINTENANCE AGREEMENT**

**EXHIBIT B**

Schedule of Long-Term Maintenance Activities  
City of St. George, Utah

Activity	Frequency	Notes
Inspection	Biennial	Owner shall report biennially to the City on the City's approved forms or City's online reporting system, detailing compliance with the requirements of this Agreement.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained. All trimmings shall be removed from the Property.
Remove trash and debris	As needed or following each storm	Trash and debris shall be removed from the Property regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures. These need to be cleaned regularly.
Inspect and maintain inlet and outlet structures	Monthly	The inlet and outlet structures should be inspected for damage and proper operation.
Sediment removal	Variable (2-5 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness. The Owner will remove and dispose of all accumulated sediments which shall be disposed of properly, offsite.



## EXHIBIT A

Parcel # SG-DRAR2

Atkinville  
Desert Color Parkway and Lagoon Parkway  
St. George, UT, 84790

Prepared for:  
Cole West Development

Located in:  
Saint George, Utah

## EXHIBIT B

Long-Term Stormwater Management Plan

for:

Atkinville  
Desert Color Parkway and Lagoon Parkway  
St. George, UT, 84790

Cole West via Sitla  
Eric Day, VP of Land, Owner's Point of Contact  
2250 N Coral Canyon Blvd  
St. George Utah 84780  
Email: [eric.day@colewest.com](mailto:eric.day@colewest.com)  
Phone: 360-798-8075

Site Manager, Skyler Dabell, Cole West Development.  
2250 N Coral Canyon Blvd  
St. George Utah 84780  
Phone Number: 1-208-716-7330  
Email: [skyler@colewest.com](mailto:skyler@colewest.com)

## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including St. George MS4 NAME 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 Atkinville Wash River 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

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## **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 C4.0:**

TBC Inlet #101 and TBC Inlet #102 are both piped to SDMH #103. SDMH #103 is piped to TBC Inlet #103, then piped to SDMH #102 before it enters the StormTech system. There is an outlet from the StormTech system SDMH #101 which is piped to Atkinville Wash with a Flared end Section #101.

### **Grading and Drainage Plan C4.1:**

2x2 Inlet #103 is piped to 2x2 Inlet #102, which is piped to Atkinville Wash Flared End #102. Near the South end of the site there are two detention basins. TBC Inlet #106 is piped to the larger detention basin with a flared end outlet #103. The smaller detention basin appears to collect roof storm water runoff.

### **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 and Grading and Drainage Plans C4.0 and 4.01)

### **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 and Grading and Drainage Plans C4.0 and 4.01)

### **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 two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system can be polluted by filling it with sediment and debris increasing maintenance cost. 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 Atkinville Wash. It is important our flood control volume and water quality system are adequately maintained to function properly. (See Section 1 and Grading and Drainage Plans C4.0 and 4.01)

### **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 and Grading and Drainage Plans C4.0 and 4.01)

### **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 Atkinville Wash if allowed to drain off our property. (See Section 1 and Grading and Drainage Plans C4.0 and 4.01)

### **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 and Grading and Drainage Plans C4.0 and 4.01)

**Equipment / Outside Storage** (See Section 1 and Grading and Drainage Plans C4.0 and 4.01)

## **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 St. George Stormwater Division annually.

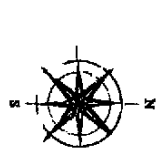
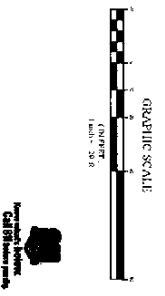
## **SECTION 4: APPENDICES**

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

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

Grading and Drainage Plan C4.0  
Grading and Drainage Plan C 4.1



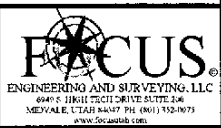


**LEGEND**

——	EXISTING GRADE
——	EXISTING ASPHALT
——	EXISTING CONCRETE
——	EXISTING GRAVEL
——	EXISTING SAND
——	EXISTING SLOPE
——	EXISTING UNDERGROUND UTILITY
——	EXISTING TRENCH
——	EXISTING CURB
——	EXISTING DRIVE
——	EXISTING SIDEWALK
——	EXISTING BIKEWAY
——	EXISTING FENCE
——	EXISTING WALL
——	EXISTING STRUCTURE
——	EXISTING FOUNDATION
——	EXISTING ROOF
——	EXISTING DOOR
——	EXISTING WINDOW
——	EXISTING VENT
——	EXISTING STAIR
——	EXISTING ELEVATOR
——	EXISTING ESCALATOR
——	EXISTING BALCONY
——	EXISTING TERRACE
——	EXISTING PORCH
——	EXISTING PATIO
——	EXISTING DECK
——	EXISTING WALKWAY
——	EXISTING DRIVELAY
——	EXISTING DRIVEWAY
——	EXISTING GARAGE
——	EXISTING PORCH
——	EXISTING PATIO
——	EXISTING DECK
——	EXISTING WALKWAY
——	EXISTING DRIVELAY
——	EXISTING DRIVEWAY
——	EXISTING GARAGE

REVISION BLOCK	
DATE	DESCRIPTION

**ATKINVILLE**  
 SAINT GEORGE, UTAH  
 GRADING & DRAINAGE



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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) The Atkinville Wash River 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 which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system can be polluted by filling it with sediment and debris increasing 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 system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system can 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) The Atkinville Wash River is not high quality or impaired Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system can 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 Washington County Landfill Facility:**

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this

SOP. Unless 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 Washington County Landfill Facility.
- c) Review Washington County Landfill Facility regulations for additional restrictions and understand what waste is prohibited in the Washington County Landfill Facility. Ensure the SDS and Washington County Landfill Facility regulations are not contradictory.

Generally the waste prohibited by the Washington County Landfill Facility is

➤ List local prohibitions: ...

- Hazardous Waste
- Asbestos
- Motor Oil
- Car Batteries

) (Washington County Landfill Facility 435-634-5712)

#### **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 pollutants will fill our system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system 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 Atkinville Wash.

## **2. Inspections:**

- a) Inspect our system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system. Contact the Southwest Mosquito Abatement District when necessary.
- b) 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.
- c) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- 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 area 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 basins and low impact flood control swale 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 Washington County Landfill.
- 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.
- b) Pavement washing can fill our system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system 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 St George Wastewater Sewer Service.
- 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 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 pollutants to our system which includes two small above ground detention basins and a StormTech chambers underground detention storage system, the underground system 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:
    - 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, St. George Health Department, St. George 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, St. George 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  
St. George Health Department - 435-673-3528  
St. George City - 435-627-4000

### **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]*

**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure
	Replace text with the infrastructure / system that must be maintained; repeat
A	TBC Inlet #101, TBC Inlet #102, TBC Inlet #103, TBC Inlet #106
A	SDMH #103, SDMH #102, SDMH #101
Q	Flared end section #101, Flared end section #102 (Atkinville Wash)
A	2x2 Inlet #103, 2x2 Inlet #102
Q	Flared end section #103 (Large Pond)
Q	Large Pond, Small Pond (South end of property)

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.



