

**STORM WATER FACILITY AGREEMENT**

THIS AGREEMENT, is made and entered into this 24 day of August, 2020, by and between RWR PROPERTY HOLDINGS, 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 1102 W. 350 S. 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 4674:2021 PG 1 of 51  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Jan 08 4:15 pm FEE 132.00 BY NA  
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.

Approved as to form:  
Attorney for American Fork City

## 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

Approved as to form:  
Attorney for American Fork City

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.

Approved as to form:  
Attorney for American Fork City

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.

Approved as to form:  
Attorney for American Fork City

SECTION 21  
AMENDMENTS

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.

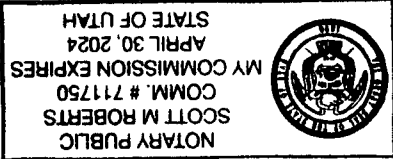
OWNER

Date: August 24, 2020. [Signature]  
By: Grant Lefgren  
Its: Member

NOTARIZATION

STATE OF UTAH )  
 ) :ss  
COUNTY OF UTAH )

The above Agreement was executed on this 24 day of August, 2020 by Grant Lefgren, for and on behalf of RWR Property Holdings 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.



[Signature]  
NOTARY PUBLIC

AMERICAN FORK CITY

Date: Sept. 9, 2020. [Signature]  
Scott Sensenbaugher  
Director of Public Works

ATTEST:  
[Signature]

Approved as to form:  
Attorney for American Fork City

**EXHIBIT A**

A portion of Parcel #13:041:10097

**Block 1 – Phase 1 Plat**

Beginning at a point being South 89°53'31" East 1,254.99 feet along section line and South 2,798.01 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°23'30" East 167.37 feet;

thence Southwesterly 23.47 feet along the arc of a 15.00 foot radius curve to the left (center bears South 00°36'30" West and the chord bears South 45°46'32" West 21.15 feet with a central angle of 89°39'57");

thence South 00°56'33" West 403.13 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 89°03'27" East and the chord bears South 44°03'27" East 21.21 feet with a central angle of 90°00'00");

thence South 00°56'33" West 56.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 00°56'33" West and the chord bears South 45°56'33" West 21.21 feet with a central angle of 90°00'00");

thence South 00°56'33" West 48.23 feet;

thence Southerly 52.22 feet along the arc of a 128.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 12°37'47" West 51.86 feet with a central angle of 23°22'27");

thence Southerly 20.51 feet along the arc of a 15.00 foot radius curve to the left (center bears South 65°43'41" East and the chord bears South 14°54'24" East 18.95 feet with a central angle of 78°21'25");

thence South 24°38'42" West 57.30 feet;

thence Westerly 27.45 feet along the arc of a 15.00 foot radius curve to the left (center bears South 37°53'22" West and the chord bears South 75°27'26" West 23.78 feet with a central angle of 104°51'53");

thence North 57°17'35" West 56.55 feet;

thence Northerly 24.66 feet along the arc of a 15.00 foot radius curve to the left (center bears North 63°54'44" West and the chord bears North 21°01'00" West 21.98 feet with a central angle of 94°12'31");

thence Westerly 118.76 feet along the arc of a 325.00 foot radius curve to the left (center bears South 21°52'45" West and the chord bears North 78°35'21" West 118.10 feet with a central angle of 20°56'12");

thence North 89°03'27" West 43.73 feet;

thence North 00°56'33" East 56.00 feet;

thence South 89°03'27" East 43.73 feet;

thence Southeasterly 148.74 feet along the arc of a 381.00 foot radius curve to the right (center bears South 00°56'33" West and the chord bears South 77°52'25" East 147.80 feet with a central angle of 22°22'04");

Long-Term Stormwater Management Plan  
Rockwell Ranch Block 1 – Phase 1

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thence Northeasterly 25.42 feet along the arc of a 15.00 foot radius curve to the left (center bears North 23°18'37" East and the chord bears North 64°46'11" East 22.48 feet with a central angle of 97°04'54");

thence Northeasterly 19.19 feet along the arc of a 72.00 foot radius curve to the left (center bears North 73°47'18" West and the chord bears North 08°34'44" East 19.14 feet with a central angle of 15°16'21");

thence North 00°56'33" East 76.96 feet;

thence North 89°27'33" West 162.54 feet;

thence North 00°32'27" East 20.00 feet;

thence South 89°27'33" East 46.29 feet;

thence Northeasterly 15.64 feet along the arc of a 10.00 foot radius curve to the left (center bears North 00°32'27" East and the chord bears North 45°44'30" East 14.09 feet with a central angle of 89°35'54");

thence North 00°56'33" East 438.97 feet;

thence South 89°03'27" East 10.00 feet;

thence North 00°56'33" East 6.27 feet to the point of beginning.

Contains 102,401 Square Feet or 2.351 Acres and 16 Townhomes

And

**Block 1 – Phase 1 Plat "A" Condominium**

Beginning at a point being South 89°53'31" East 1,183.39 feet along section line and South 2,797.39 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°23'30" East 71.61 feet;

thence South 00°56'33" West 6.27 feet;

thence North 89°03'27" West 10.00 feet;

thence South 00°56'33" West 152.25 feet;

thence North 89°05'03" West 81.49 feet;

thence North 00°56'33" East 138.14 feet;

thence Northeasterly 31.30 feet along the arc of a 20.00 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 45°46'32" East 28.20 feet with a central angle of 89°39'57") to the point of beginning.

Contains 12,873 Square Feet or 0.296 Acres

**Block 1 – Phase 1 Plat "B" Condominium**

Beginning at a point being South 89°53'31" East 1,160.91 feet along section line and South 2,955.18 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 81.49 feet;



Long-Term Stormwater Management Plan  
Rockwell Ranch Block I – Phase I

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thence South  $00^{\circ}56'33''$  West 155.62 feet;  
thence North  $89^{\circ}03'27''$  West 95.97 feet;  
thence North  $10^{\circ}08'21''$  East 27.13 feet;  
thence Northeasterly 126.72 feet along the arc of a 789.50 foot radius curve to  
the left (center bears North  $79^{\circ}51'39''$  West and the chord bears North  $05^{\circ}32'27''$  East  
126.59 feet with a central angle of  $09^{\circ}11'48''$ );  
thence North  $00^{\circ}56'33''$  East 2.66 feet to the point of beginning.

Contains 13,437 Square Feet or 0.308 Acres

**Block 1 – Phase 1 Plat “C” Condominium**

Beginning at a point being South 89°53'31" East 1,143.86 feet along section line and South 3,110.58 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 95.97 feet;

thence South 00°56'33" West 131.09 feet;

thence Southwesterly 15.64 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 45°44'30" West 14.09 feet with a central angle of 89°35'54");

thence North 89°27'33" West 107.21 feet;

thence Northerly 50.33 feet along the arc of a 710.50 foot radius curve to the right (center bears South 83°55'10" East and the chord bears North 08°06'35" East 50.32 feet with a central angle of 04°03'31");

thence North 10°08'21" East 93.11 feet to the point of beginning.

Contains 15,143 Square Feet or 0.348 Acres

**Block 1 – Phase 1 Plat “D” Condominium**

Beginning at a point being South 89°53'31" East 1,120.37 feet along section line and South 3,252.10 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°27'33" East 60.92 feet;

thence South 00°32'27" West 20.00 feet;

thence South 89°27'33" East 162.54 feet;

thence South 00°56'33" West 76.96 feet;

thence Southwesterly 19.19 feet along the arc of a 72.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 08°34'37" West 19.13 feet with a central angle of 15°16'08");

thence Southwesterly 25.42 feet along the arc of a 15.00 foot radius curve to the right (center bears North 73°47'18" West and the chord bears South 64°45'40" West 22.49 feet with a central angle of 97°05'56");

thence Northwesterly 148.74 feet along the arc of a 381.00 foot radius curve to the left (center bears South 23°18'37" West and the chord bears North 77°52'25" West 147.80 feet with a central angle of 22°22'04");

thence North 89°03'27" West 43.73 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°56'33" East and the chord bears North 44°03'27" West 21.21 feet with a central angle of 90°00'00");

thence North 00°56'33" East 16.98 feet;

thence Northeasterly 63.71 feet along the arc of a 710.50 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 03°30'42" East 63.69 feet with a central angle of 05°08'17") to the point of beginning.

Contains 20,418 Square Feet or 0.469 Acres

## EXHIBIT B

### Long-Term Stormwater Management Plan

for:

Rockwell Ranch Block 1 – Phase 1  
400 South 1080 West  
American Fork City, Utah, 84003

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## PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including INSERT 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 and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The project discharges into adjacent public streets that are routed to a detention basin with discharges into ditches and eventually finds its way to Utah Lake. Based on information provided by the Utah Department of Environmental Quality Utah Lake is identified as being impaired due to excess total phosphorus. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

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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

The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

### **Parking, Sidewalk and flatwork**

The site consists of private alleys, driveways, and sidewalks that tie to proposed buildings and adjacent public roadways. These hardscape surfaces if not kept property clean can impact stormwater quality.

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system ultimately polluting Utah Lake.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

### **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. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting NAME OF RIVER. The primary pollutant impairing the X River is organic material so it is vital that our paved areas with direct connection to the City storm drain systems remain clean of landscape debris.

Use our Landscape Maintenance SOP to prevent this potential pollution source from affecting the NAME OF RIVER.

### **Storm Drain System**

The storm drain inlets direct all runoff to public streets that are eventually routed through an offsite detention basin and through a stormwater treatment unit that is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm Utah Lake. Also, our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect Utah Lake and prevent mosquito breeding. Use our Storm Drain Maintenance SOP manage our storm drain system responsibly.

**Waste Management**

Each condominium unit and townhome unit within the project will have their own individual dumpster. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use our Waste Management SOP to control and manage the solid waste we generate.

**Snow and Ice Removal Management**

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources. Use our Snow and Ice Removal SOP to minimize our salt impact.

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## **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 NAME OF MUNICIPALITY Stormwater Division annually.



## **SECTION 4: APPENDICES**

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

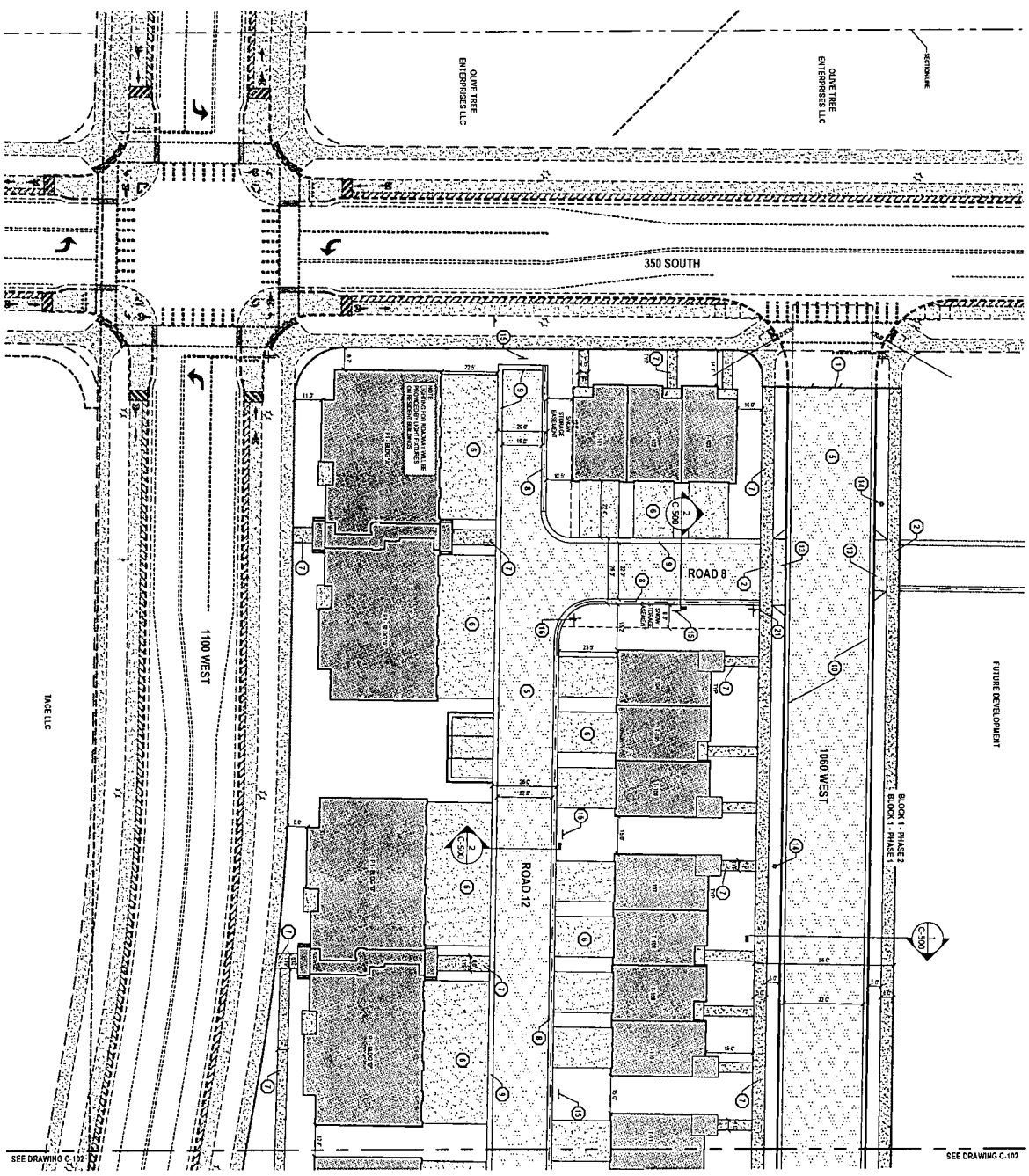
## APPENDIX A – SITE DRAWINGS AND DETAILS





**811**  
 Call Before You Dig  
 1-800-4-A-DIG  
 www.811.com

**BENCHMARK**  
 THE CORNER OF SECTION 22  
 T41N 10E 10E 10E  
 111.1' - 411.1'



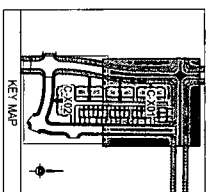
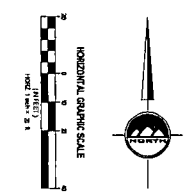
SEE DRAWING C-101

SEE DRAWING C-102

**GENERAL NOTES**

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND PERFORMANCE CRITERIA FOR CONSTRUCTION OF PUBLIC WORKS, UTAH EDITION, 2012, WITH THE LATEST REVISIONS.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
5. ALL SURFACE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE PROJECT.
6. ALL NEIGHBORHOODS SHALL BE ADVISED OF THE PROJECT AND ANY IMPACTS TO THEIR PROPERTY.
7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND SERVICES.

- SCOPE OF WORK:**
1. PROVIDE ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
  2. DEMOLISH EXISTING CONCRETE DRIVEWAYS AND RECONSTRUCT WITH NEW CONCRETE.
  3. RECONSTRUCT EXISTING ASPHALT DRIVEWAYS WITH NEW ASPHALT.
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  19. RECONSTRUCT EXISTING ASPHALT DRIVEWAYS WITH NEW ASPHALT.
  20. RECONSTRUCT EXISTING ASPHALT DRIVEWAYS WITH NEW ASPHALT.



**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

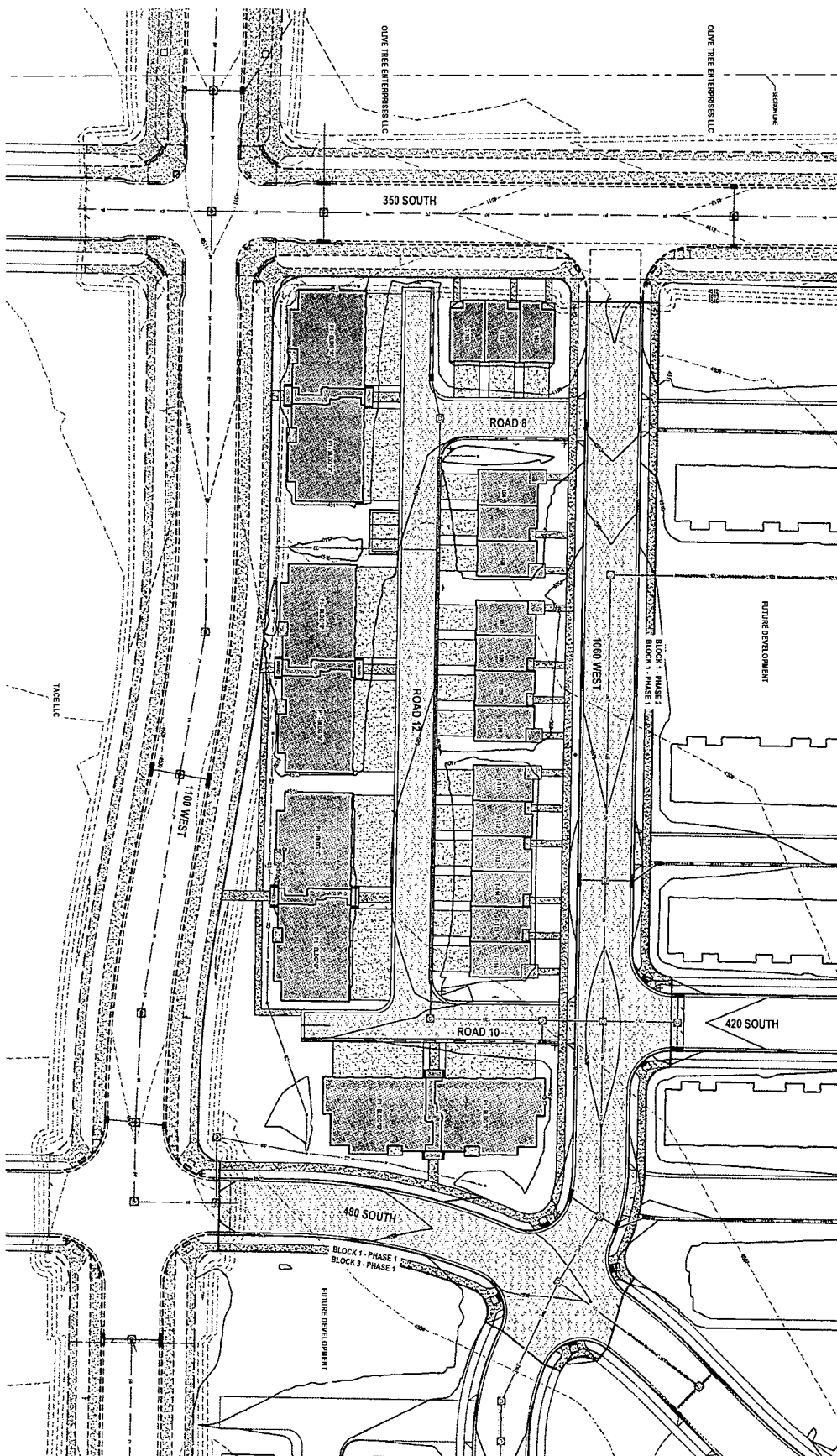
**ENSGN**  
 ENGINEERING  
 8417 LANE CITY  
 SUITE 100  
 SALT LAKE CITY, UT 84143  
 Phone: 801.252.0528  
 Fax: 801.252.0529  
 LAYTON  
 Phone: 801.547.1100  
 TOOELE  
 Phone: 435.843.3500  
 CEDAR CITY  
 Phone: 435.855.1423  
 RICHFIELD  
 Phone: 435.881.2883

**C-101**

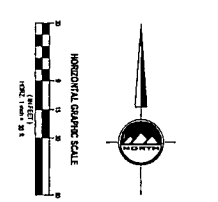
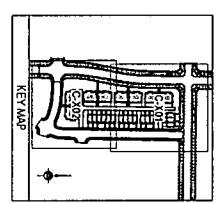


**811**  
 CALL BEFORE YOU DIG  
 1-800-4-A-DIG  
 1-800-472-6841

THE COVER OF A UTILITY AS SHOWN ON THIS PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION, DEPTH, OR TYPE OF UTILITY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.



- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCIES REGULATIONS AND SPECIFICATIONS.
  2. ALL LANDSCAPING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND REGULATIONS.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND REGULATIONS.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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  19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



**C-200**

OVERALL GRADING AND DRAINAGE PLAN

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

**ENSIGN**  
 THE STANDARD ENGINEERING  
 5411 LAKE CITY  
 SUITE 100  
 SALT LAKE CITY, UT 84143  
 PHONE 801.255.0299

**LAYTON**  
 PHONE 801.547.1100

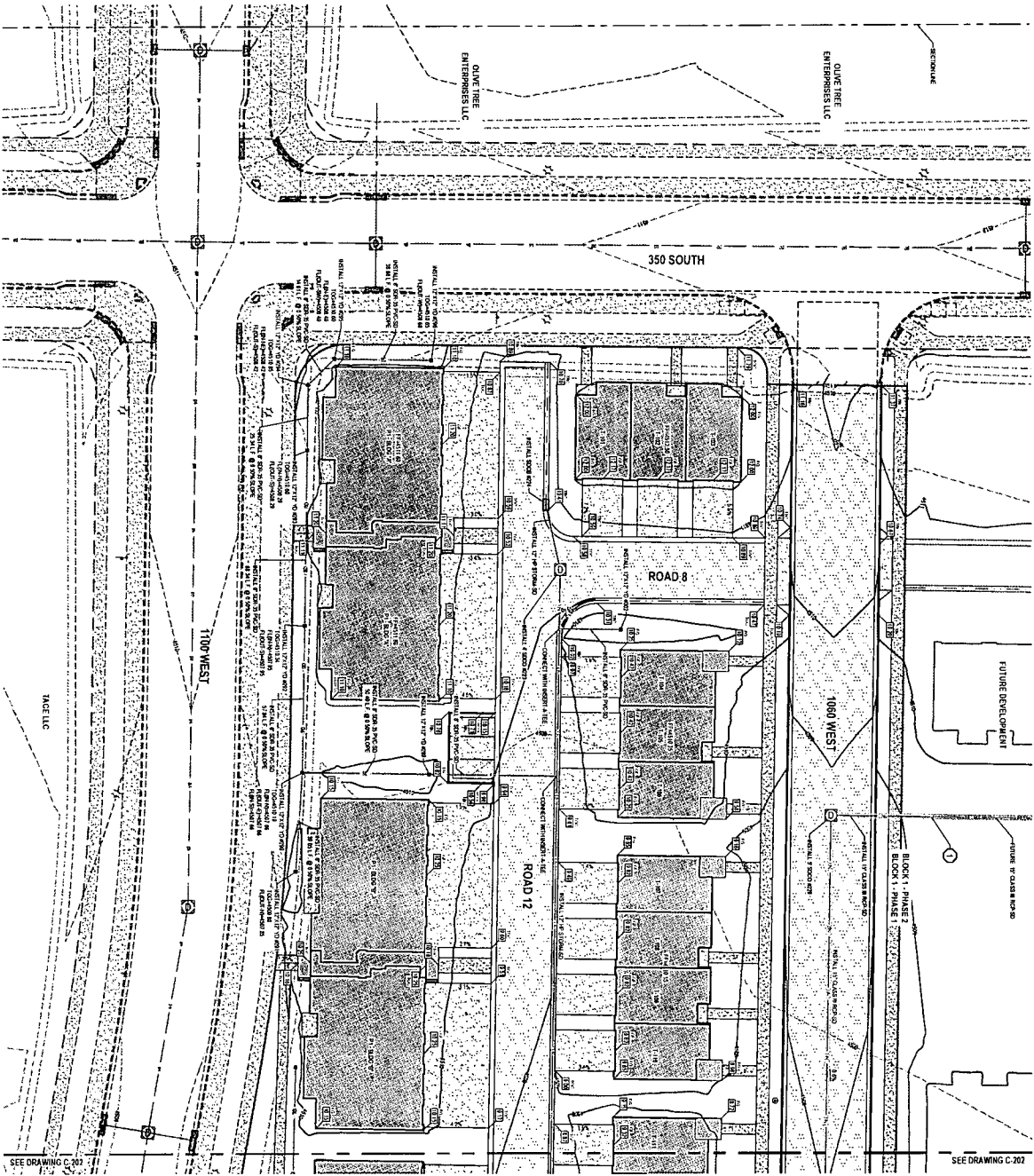
**TOOELE**  
 PHONE 435.843.3500

**CEGAR CITY**  
 PHONE 435.865.1453

**RICHFIELD**  
 PHONE 435.885.2583

**BENCHMARK**  
 THE CORNER OF SECTION 22, TOWNSHIP 33N, RANGE 10E, UTAH ZONE 12N

**8911**  
 UTAH BENCHMARK  
 COMMENCED BY ANS  
 UTAH ZONE 12N



SEE DRAWING C-201

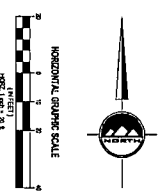
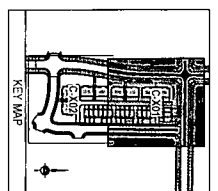
SEE DRAWING C-202

**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH THE GEOTECHNICAL STUDIES AND SPECIFICATIONS.
2. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS.
3. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE GEOTECHNICAL STUDIES AND SPECIFICATIONS AND THE UTAH CONSTRUCTION CODE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

**SCOPE OF WORK**

1. PREPARE AND SUBMIT ALL NECESSARY PERMITS AND APPROVALS.
2. OBTAIN ALL NECESSARY PERMITS AND APPROVALS.
3. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
6. OBTAIN ALL NECESSARY PERMITS AND APPROVALS.
7. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
9. MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.



**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

**EN SIGN**  
 THE SHAWMUT ENGINEERING  
 CORPORATION  
 4311 LARK CIRCLE  
 SUITE 100  
 AMERICAN FORK, UTAH 84003  
 PHONE: 435.865.1423  
 FAX: 435.865.2833

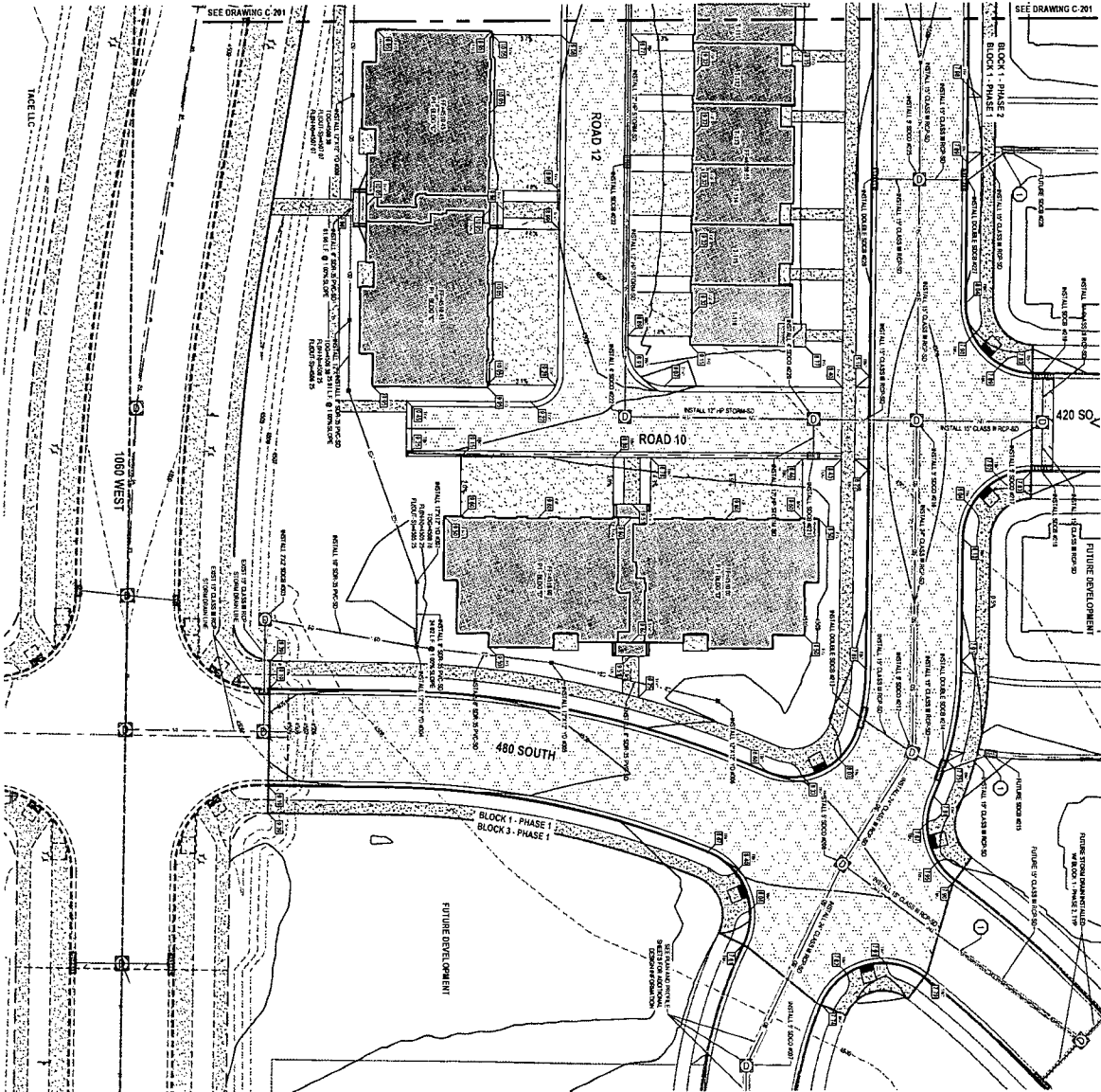
**GRADING AND DRAINAGE PLAN**

**C-201**



**811**  
 Utah Architects  
 811 License # 2000  
 811 License # 2000  
 811 License # 2000

**REMARKS**  
 THE WORK OF SECTION 22  
 IS THE PROPERTY OF THE  
 ENGINEER AND ARCHITECT  
 AND IS NOT TO BE REPRODUCED  
 OR TRANSMITTED IN ANY FORM  
 OR BY ANY MEANS, ELECTRONIC  
 OR MECHANICAL, INCLUDING  
 PHOTOCOPYING, RECORDING, OR  
 BY ANY INFORMATION STORAGE  
 AND RETRIEVAL SYSTEM, WITHOUT  
 THE WRITTEN PERMISSION OF  
 THE ENGINEER AND ARCHITECT.

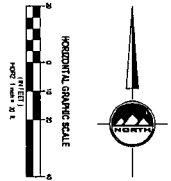
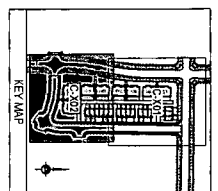


**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND PERMITS.
2. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND PERMITS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE EROSION CONTROL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SLOPE PROTECTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE CURBS AND GUTTERS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE LIGHTING.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SIGNAGE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FENCING.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SECURITY.

**SCOPE OF WORK**

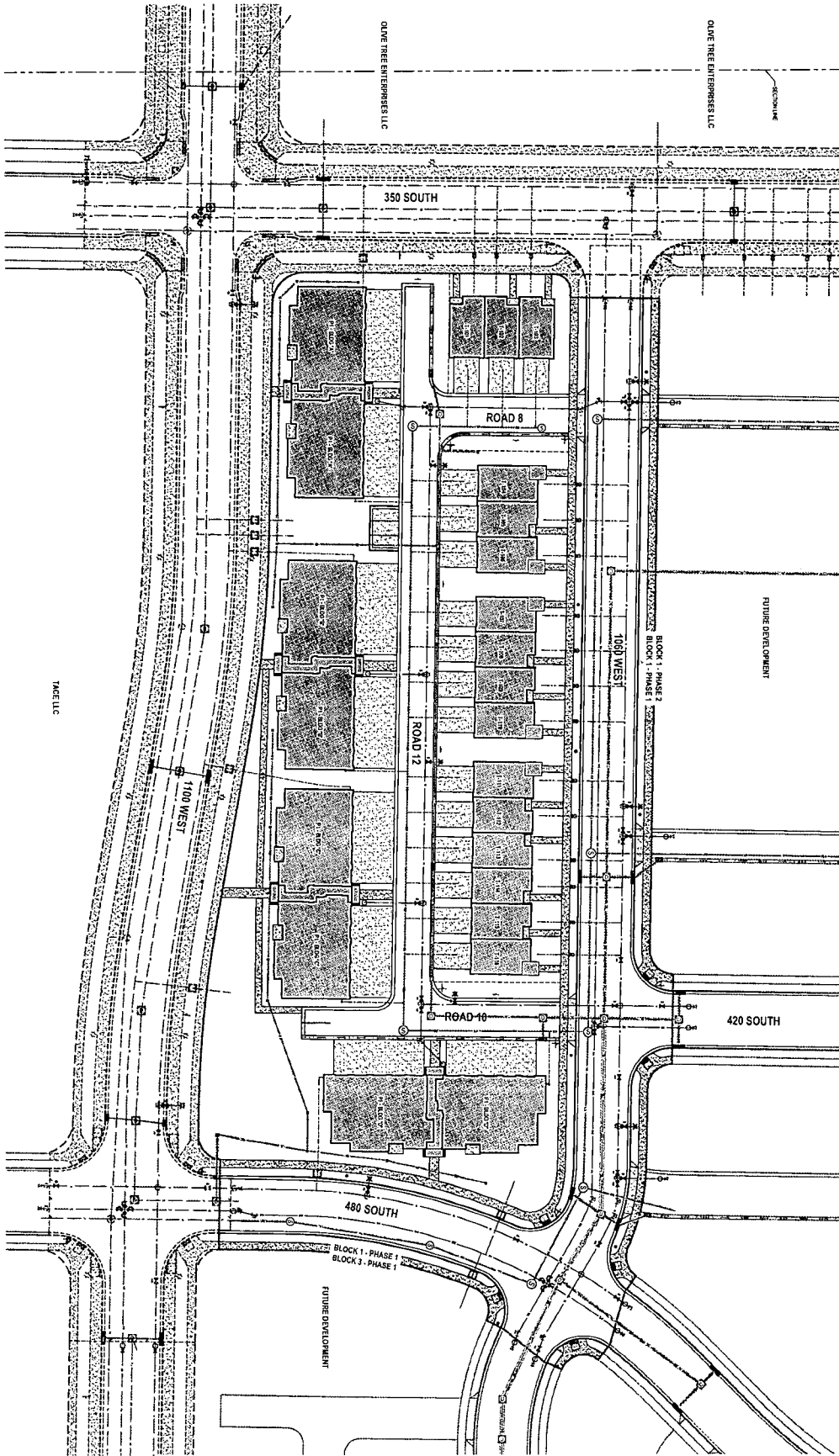
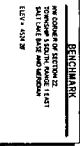
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS SHOWN ON THIS PLAN AND FOR THE MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.



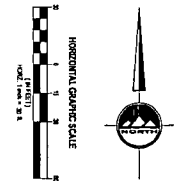
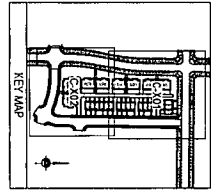
**C-202**

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

**ENSGN**  
 ENGINEERING  
 8417 LARK CIRCLE  
 SALT LAKE CITY, UT 84143  
 PHONE 801.252.0528  
 FAX 801.252.0528  
 WWW.ENSGN.COM



- GENERAL NOTES**
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF AMERICAN FORK SPECIFICATIONS AND ORDINANCES.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
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  18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
  19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.
  20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF AMERICAN FORK AND THE STATE OF UTAH.



**C-300**

DATE: 08/11/2021  
 DRAWN BY: B. WILLIAMS  
 CHECKED BY: D. WILLIAMS  
 PROJECT NO: 17000

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

**ENSIGN**  
 ENGINEERING

3441 LAKE CITY  
 43°W, 100°S, Suite 300  
 P.O. Box 81 260 0229

LATTON  
 Phone: 801.541.1100

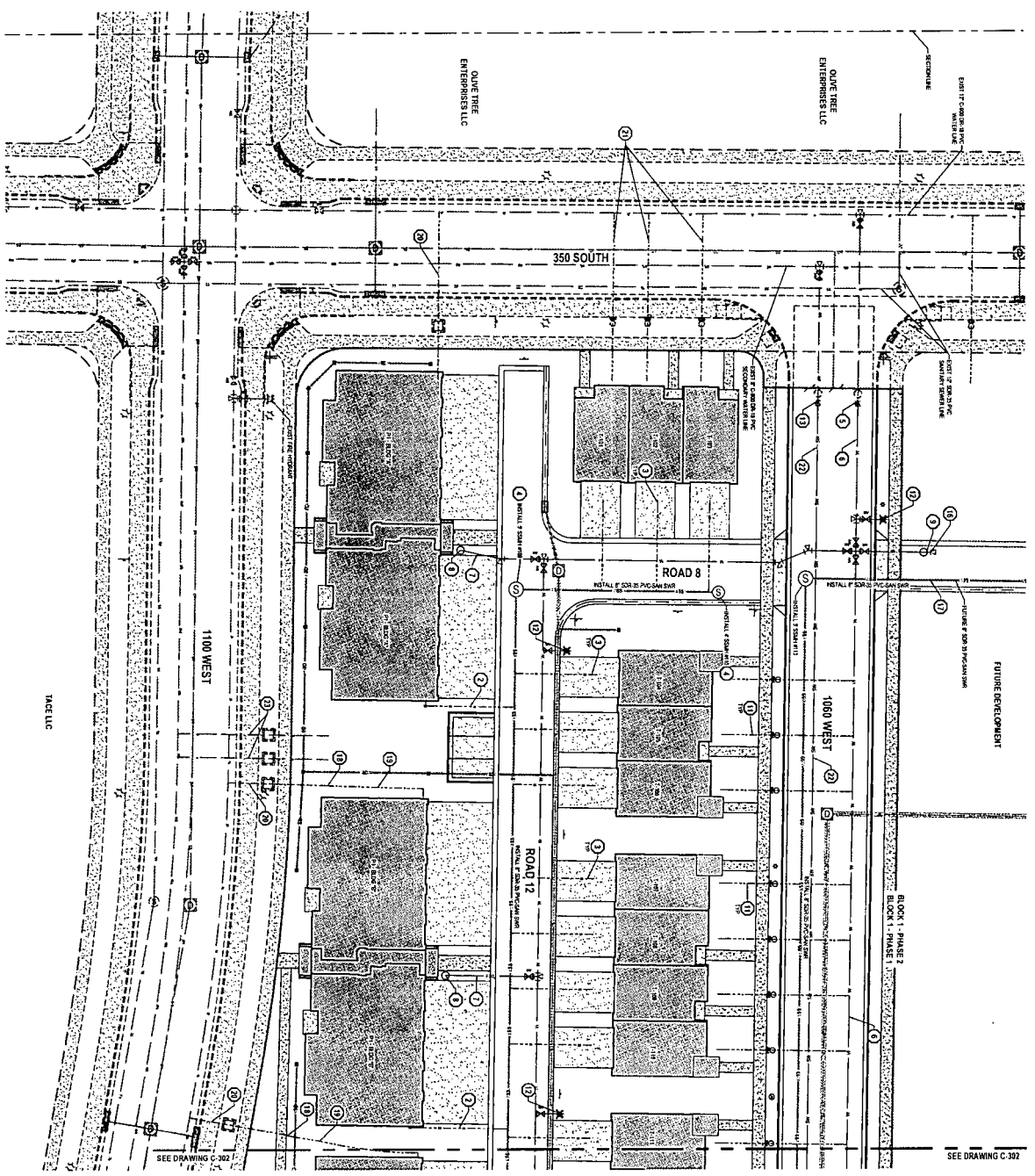
COVINGTON  
 Phone: 801.541.3590

CELANO CITY  
 Phone: 435.865.1453

RICHFIELD  
 Phone: 435.865.2983

**811**  
 CALL BEFORE YOU DIG  
 UTILITY LOCATING SERVICE  
 1-800-4-A-DIG

**BENCHMARK**  
 THE CORNER OF SECTION 22, T4N, R10E, S44E, IS A BENCHMARK FOR THE PROJECT. THE BENCHMARK IS A 12" DIA. IRON PIPE WITH A 12" DIA. IRON CAP. THE BENCHMARK IS SET AT THE CORNER OF SECTION 22, T4N, R10E, S44E.



SEE DRAWING C-302

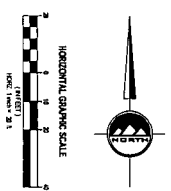
SEE DRAWING C-302

**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL LOCATION OR BETTER.
5. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.
6. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.
7. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.
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19. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.
20. ALL UTILITIES SHALL BE INSTALLED TO DEPTHS AS SHOWN ON THIS PLAN.

**SCOPE OF WORK:**

1. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE UTILITY SYSTEMS.
2. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE UTILITY SYSTEMS.
3. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE UTILITY SYSTEMS.
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19. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE UTILITY SYSTEMS.
20. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE CONSTRUCTION OF THE UTILITY SYSTEMS.



HORIZONTAL GRAPHIC SCALE  
 1" = 100'  
 VERTICAL GRAPHIC SCALE  
 1" = 10'

**C-301**

DATE: 08/17/2020  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]

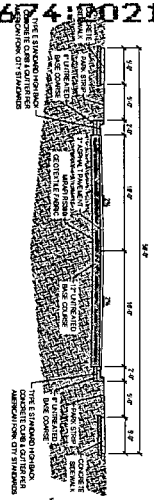
**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

**ENSGN**  
 ENGINEERING  
 5411 LARK CIRCLE  
 SALT LAKE CITY, UT 84106  
 PHONE: 801.225.0529  
 FAX: 801.547.1100  
 TOOLE  
 PHONE: 435.943.3590  
 CEDAR CITY  
 PHONE: 435.939.1453  
 RICHFIELD  
 PHONE: 435.993.2993

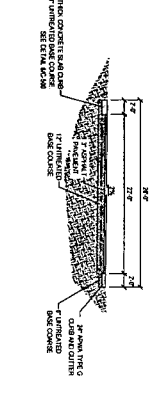




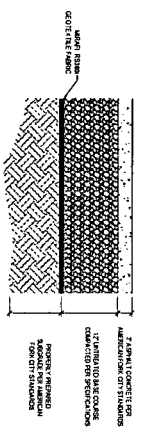
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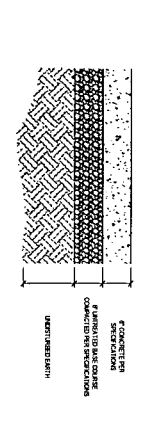
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SCALE: NONE



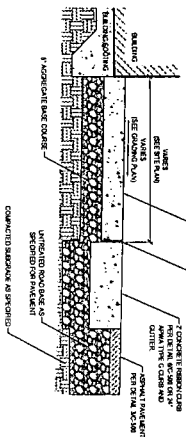
2 26' ROAD CROSS SECTION  
SCALE: NONE



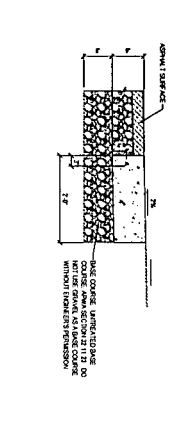
3 ASPHALT PAVEMENT SECTION  
SCALE: NONE



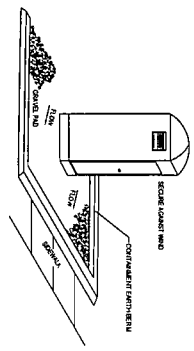
4 CONCRETE PAVEMENT SECTION  
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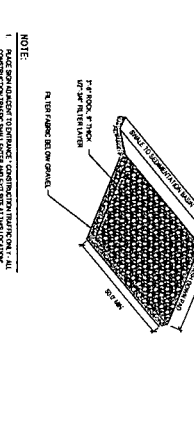
5 DRIVEWAY  
SCALE: NONE



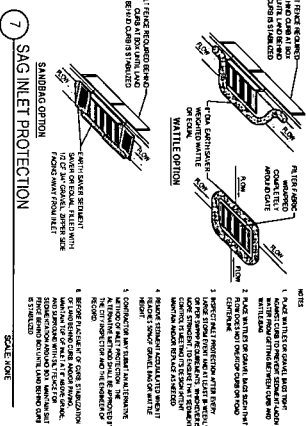
6 2" CONCRETE RIBBON CURB  
SCALE: NONE



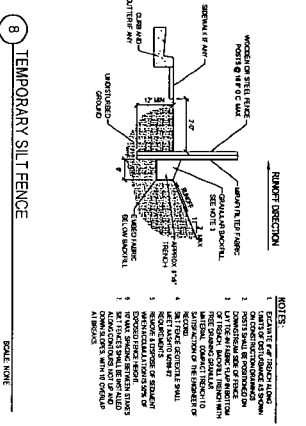
9 PORTABLE TOILET  
SCALE: NONE



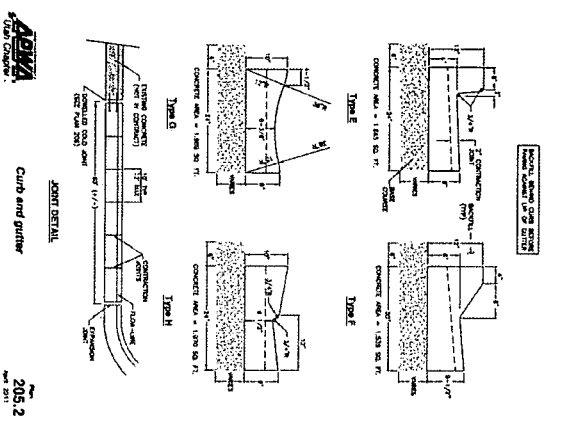
10 STABILIZED CONSTRUCTION ENTRANCE  
SCALE: NONE



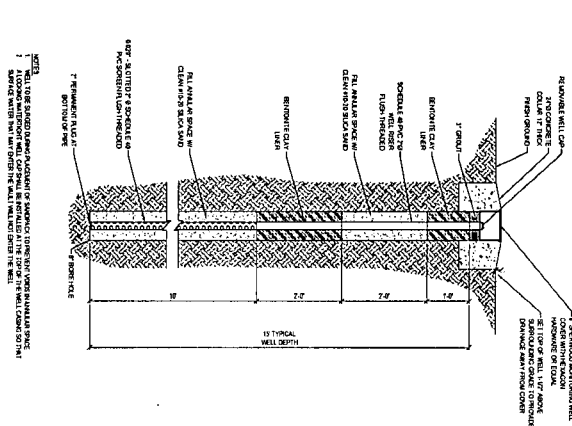
7 SAG INLET PROTECTION  
SCALE: NONE



8 TEMPORARY SILT FENCE  
SCALE: NONE



ADDITIONAL DETAILS  
Curb and gutter  
205.2  
MAY 2011



11 GROUNDWATER MONITORING WELL (W/PEZOMETER)  
SCALE: NONE

**ENSIGN**  
THE STANDARD IN ENGINEERING

5811 LANE CITY  
4th W. 1000 S. Salt Lake City  
3rd W. UT 84070  
Phone: 801.252.0528

LAVON  
Phone: 801.547.1100

TOOELE  
Phone: 435.842.3920

DEARBORN CITY  
RICHFIELD, UT 84303  
Phone: 435.865.2293

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
1060 WEST 420 SOUTH  
AMERICAN FORK, UTAH 84003

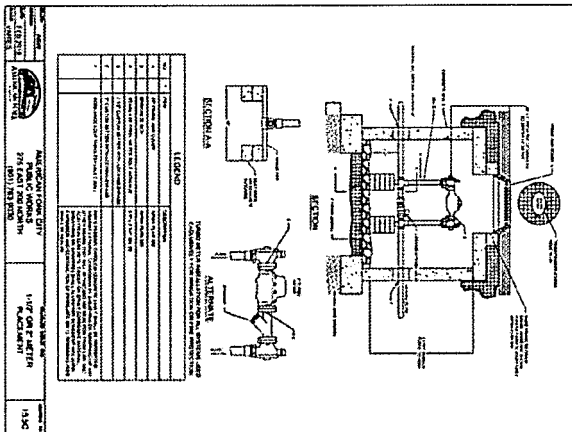
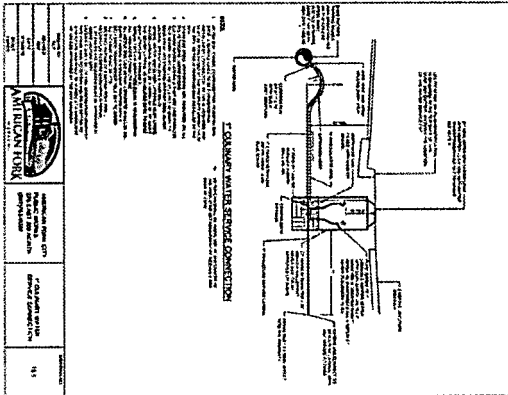
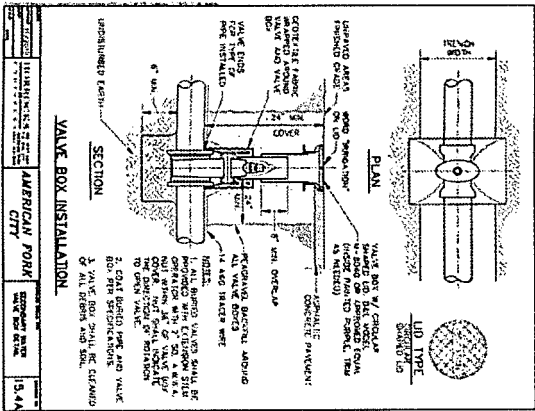
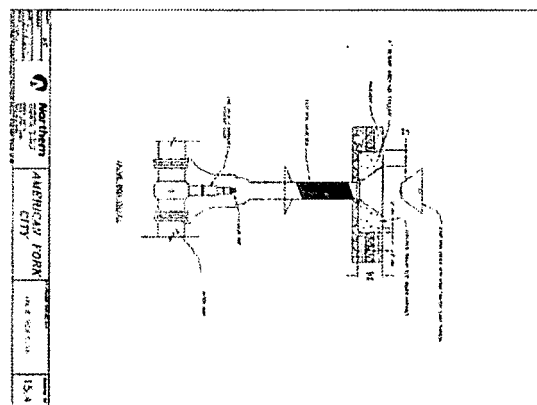
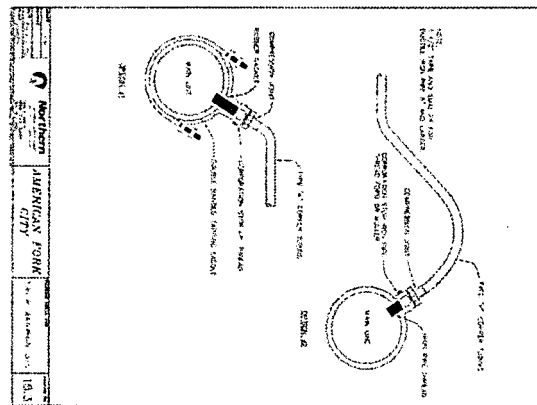
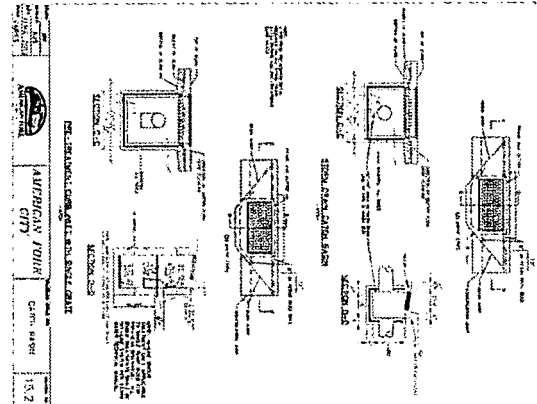
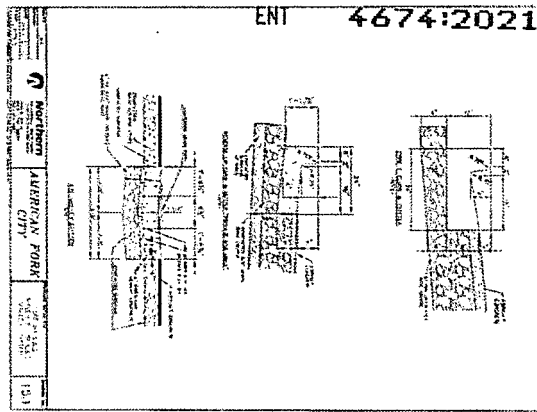
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DATE: 05/17/2020  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS  
SCALE: AS SHOWN

**C-500**

DETAILS SHEET

DATE: 05/17/2020  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS  
SCALE: AS SHOWN



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THE STANDARD IN ENGINEERING

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4341 1000S, SUITE 200  
SANDY, UT 84070  
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FAX 801.251.0529

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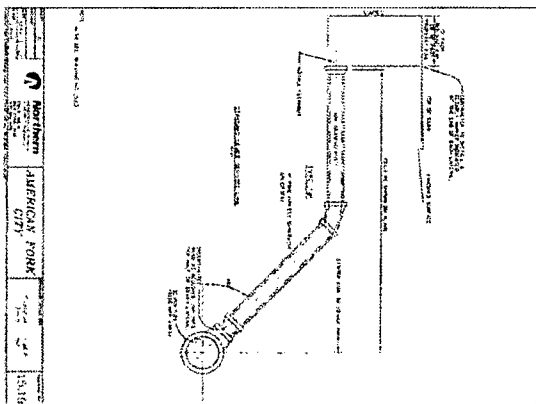
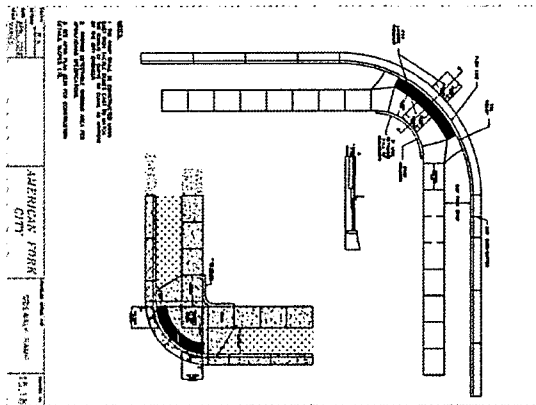
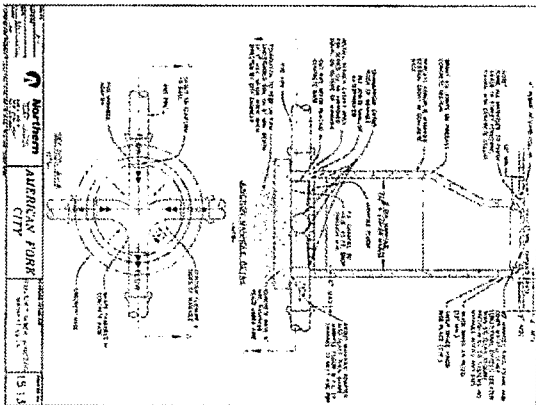
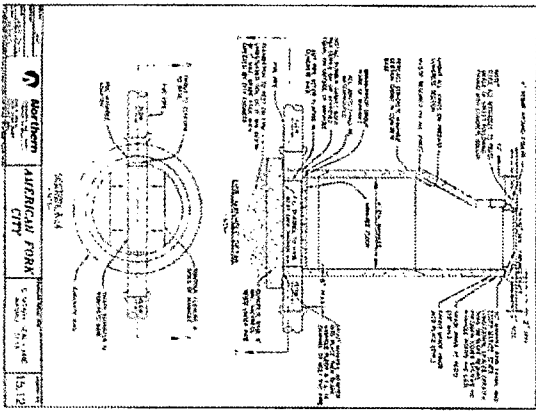
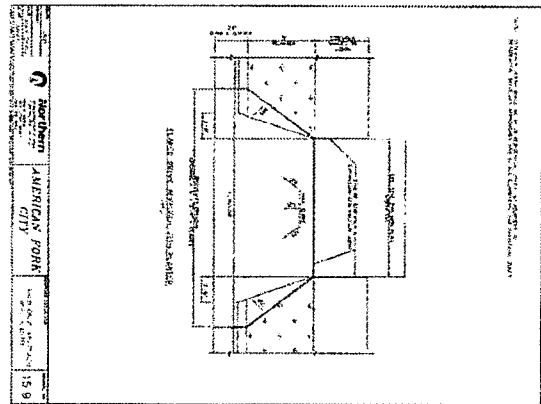
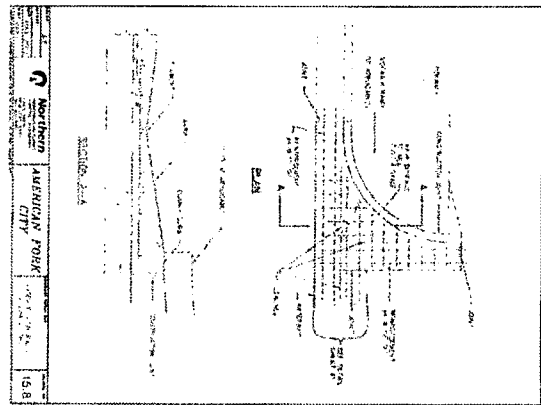
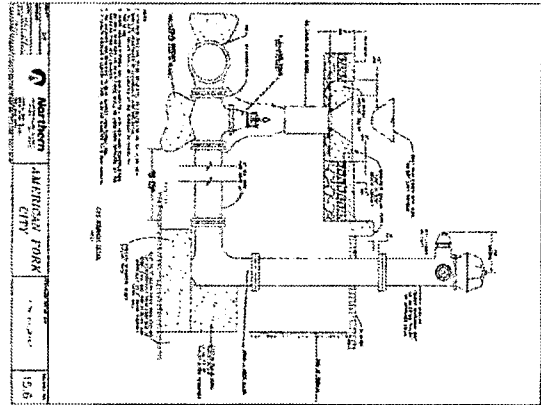
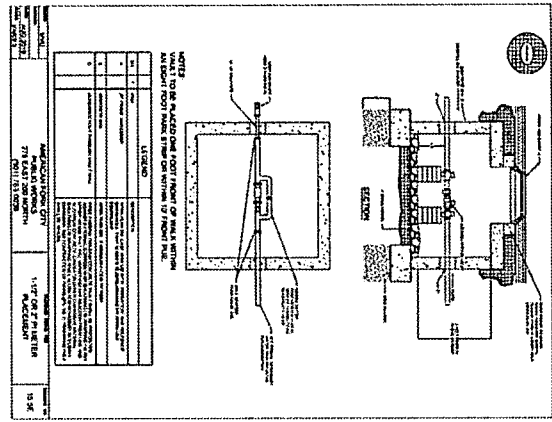
100% ENGINEERING  
20 YEARS OF SERVICE  
ON-CALL DESIGN  
ON-SITE SERVICE

**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
1060 WEST 420 SOUTH  
AMERICAN FORK, UTAH 84003



DETAILS SHEET

**C-501**



**THE VILLAS AT ROCKWELL RANCH**  
**BLOCK 1 - PHASE 1**  
 1060 WEST 420 SOUTH  
 AMERICAN FORK, UTAH 84003

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DAVID L. SMITH  
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 NO. 45517  
 STATE OF UTAH

DETAILS SHEET

**C-502**

DATE: 08/20/2021  
 TIME: 09:30:00





## APPENDIX B – SOPs

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## **Pavement Maintenance Operations**

### **General:**

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### **1. Purpose and Selection:**

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non stormwater runoff.
- b) The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, ie. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

### **2. Regular Procedure:**

- a) Remain aware of debris and sweep minor debris is needed by hand.
- b) Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car wash fund raiser or other activities that allow detergents or other pollutants to be wash into storm drain systems.

### **4. Disposal Procedure:**

- a) Service contractor dispose at licensed facilities
- b) Dispose of hand collected material in dumpster

### **5. Training:**

- a) Annually and at hire

## Landscape Maintenance Operations

### General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

**Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

### 1. Application:

- a) This SOP should provide sufficient direction for many of the general landscaping operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, varying landscape cover management, etc.

### 2. Maintenance Procedure:

- a) Grooming
  - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
  - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
  - Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of landscaping backfill and spoil on pavements
    - Haul off spoil as generated or daily
    - Scheduling work when weather forecast are clear.
- d) Cleanup:
  - Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
  - Power blowing tools

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better SOPs.

## Waste Management Operations

### General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### 1. Application:

- a) This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

### 2. Waste Collection Devices (Exposed units):

- a) The site contains 2 types of waste management containers.
  - 6yd dumpster with lid
  - Receptacles with lids

### 3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill:

- 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 other disposal requirements are specifically 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 NAME OF LANDFILL.
- c) Review NAME OF LANDFILL regulations for additional restrictions and understand what waste is prohibited in the NAME OF LANDFILL. Ensure the SDS and NAME OF LANDFILL Landfill regulations are not contradictory.

Generally the waste prohibited by the NAME OF LANDFILL is:

#### ➤ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

*(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste*

*bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the NAME OF HEALTH DEPARTMENT Health Department (ABRIVIATION) for instructions and locations, PHONE NUMBER).*

**4. Waste Disposal Required for NAME OF LANDFILL or other:**

- a) Generally for waste not accepted by the NAME OF LANDFILL.
- b) Follow SDS for disposal requirements. Review NAME OF LANDFILL regulations for additional restrictions and understand what waste is prohibited in the NAME OF LANDFILL. Ensure the SDS and NAME OF LANDFILL regulations are not contradictory  
General rules are:
  - Get approval prior to delivery.
  - Transport waste in secure leak proof containers that are clearly labeled.
- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the NAME OF LANDFILL # is a good resource, PHONE #

**5. General Staff Maintenance Practices:**

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
  1. Closing lids
  2. Reposition tipped receptacles upright.
  3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
  4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

**6. Training:**

- a) Annually and at hire

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## Storm Drain Maintenance Operations

### General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### 1. Procedure:

- a) Inspect for need:
  1. Schedule cleaning for boxes and pipe that contain 2” or more of sediment and debris.
  2. Remove debris by vacuum NAME OF LANDFILL operated machinery.
  3. When accumulations are mostly floating debris this material can be removed with a net.
  4. Inspect standing water for mosquito larvae and contact the NAME OF MOSQUITO ABATEMENT DISTRICT when necessary.

### 2. Disposal Procedure:

- a) Dispose of waste collected by machinery at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
  1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- d) Disposal of waste collected from sanitary sewer device at regulated facilities.

### 3. Training:

- a) Annually and at hire



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## **Pavement Washing Operations**

### **General:**

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

### **1. Procedure:**

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
  - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
  - Collect wastewater with shop-vacuum simultaneous with the washing operation.
  - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

### **2. Disposal Procedure:**

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the NAME OF SEWER DISTRICT.
- b) Large volumes must be disposed at regulated facilities.

### **2. Pavement Cleaning Frequency:**

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

### **3. Training:**

- a) Annually and at hire

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## **Snow and Ice Removal Management**

### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **1. Application:**

- a) Parking and sidewalk winter management operations.

### **2. De-Icing Procedure:**

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use 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.

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## General Construction Maintenance

### General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

**Rule: Prevent any solids, \*liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

**\*liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**

### 1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

### 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 events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of backfill and spoil
    - Haul off spoil as generated or daily
    - 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 shove and broom.
    - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
  - e) Cleanup Standard:
    - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- b) Annually and at hire.

## Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### 1. Rational:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
  1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, DWQ, NAME OF HEALTH DEPARTMENT, City.
  2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call NAME OF HEALTH DEPARTMENT, City
  3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
  4. Contact Numbers:  
HAZMAT - 911  
DWQ – 801-231-1769, 801-536-4123  
NAME OF HEALTH DEPARTMENT – PHONE NUMBER  
City – PHONE NUMBER

### 3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
  - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.

- Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
- Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
- Repeat process when residue material remains.

#### **4. DISPOSAL:**

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
  - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
  - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

#### **5. Documentation:**

- a) Document all spills in Appendix C.

#### **6. SDS sheets:**

- a) SDS Manual is filed in break room.

#### **7. Materials:**

- a) Generally sand or dirt will work for most clean up operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.

#### **8. Training:**

- a) Annually and at hire.

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS









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		
<b>Pond Facilities</b>						
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					
<b>Storm drain system</b>						
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					
<b>Parking lot and roads maintenance</b>						
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

Approved as to form:  
 Attorney for American Fork City