

Auble

STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 19 day of Aug, 2019, by and between AUBLE OFFICE BUILDING, 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 300 EAST NORTH ^{CHERRY} BLVD 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.



ENT 88212:2019 PG 1 of 23
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 09 12:36 PM FEE 40.00 BY LT
RECORDED FOR AMERICAN FORK CITY

Approved as to form:
Attorney for American Fork City

SECTION 3 MAINTENANCE

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

SECTION 4 EASEMENT

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

SECTION 5 FAILURE TO MAINTAIN FACILITIES

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

SECTION 6 NOTICE OF DEFICIENCIES

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

SECTION 7 RECOUPMENT OF COSTS

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

SECTION 8 LIMITATION OF LIABILITIES

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

SECTION 9 SEDIMENT ACCUMULATION

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

SECTION 10 REQUIREMENTS AND STANDARDS

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

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

SECTION 11 INSPECTIONS

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

SECTION 12 INDEMNITY

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

SECTION 13 COVENANT RUNNING WITH THE LAND

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

SECTION 14 REMEDIES

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

SECTION 15
ATTORNEYS FEES

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

SECTION 16
THIRD PARTY BENEFICIARIES

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

SECTION 17
NO PARTNERSHIP

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

SECTION 18
UTAH LAW AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Utah County, Utah.

SECTION 19
INTEGRATED AGREEMENT

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

SECTION 20
SEVERABILITY

The provisions of this agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

SECTION 21
AMENDMENTS

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

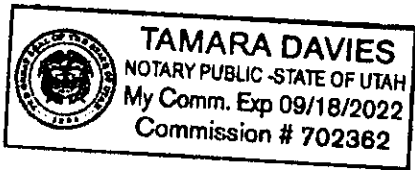
Date: Aug 19, 2019. AUBLE OFFICE BLDG, LLC
By: Steve Davies
Its: MANAGER

NOTARIZATION

STATE OF UTAH Utah
) :ss
COUNTY OF UTAH Utah

The above Agreement was executed on this 19 day of Aug, 2019 by Steve Davies, for and on behalf of Auble Office Bldg, 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.

Tamara Davies
NOTARY PUBLIC



AMERICAN FORK CITY

Date: _____, 20____. Scott Sensenbaugher
Scott Sensenbaugher
Director of Public Works

ATTEST:

**Long Term Storm Water Management Plan
Auble Office Building**

EXHIBIT A

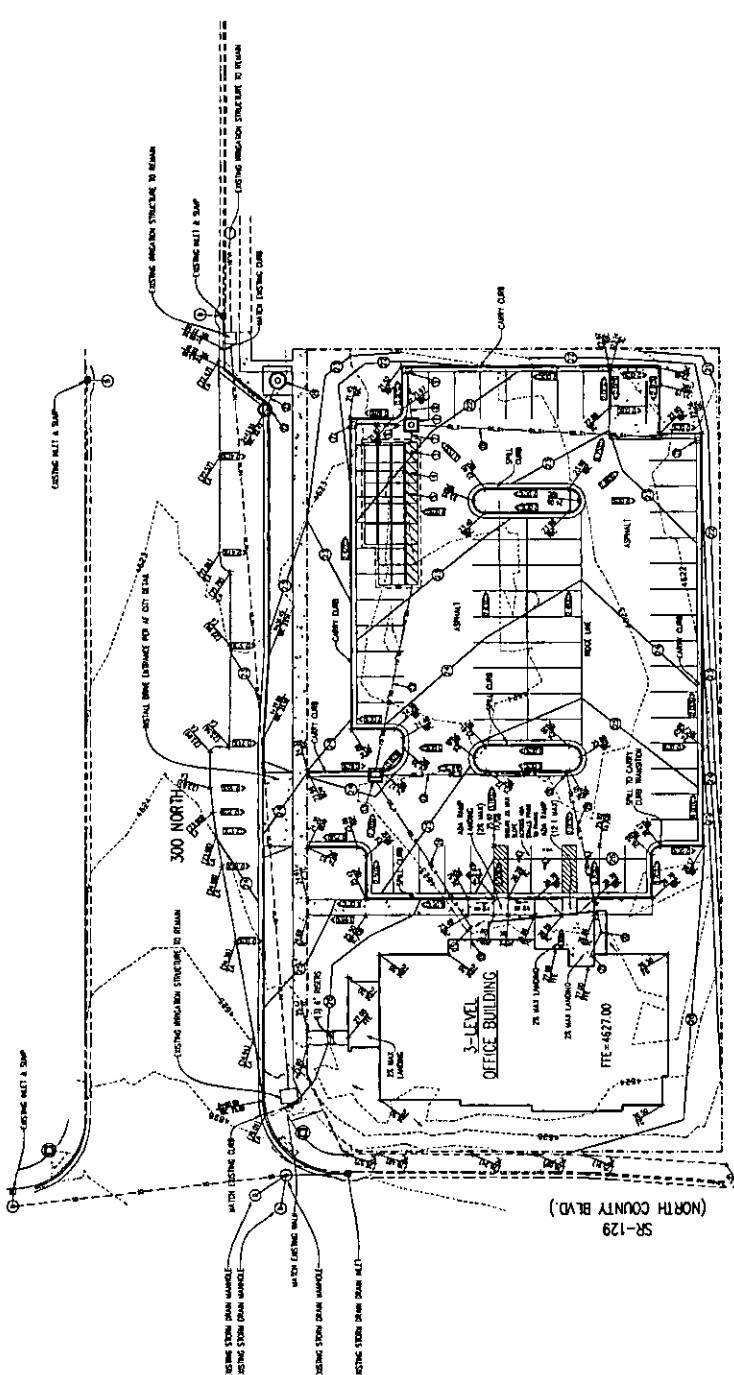
{Include this EXHIBIT with this Storm Water Maintenance Agreement document to be recorded.}

Parcel Number 1: 14:017:0284

Legal Description: COM S 0 DEG 25' 18" E 543.92 FT & E 1472.23 FT & S 21.26 FT FR W 1/4 COR.
SEC. 18, T5S, R2E, SLB&M.; S 143.74 FT; W 281.02 FT; N 0 DEG 8' 35" E 132.33 FT; N 65 DEG 43' 43"
E 29.61 FT; S 89 DEG 49' 42" E 253.7 FT TO BEG. AREA 0.925 AC.

STORM DRAIN KEYED NOTES

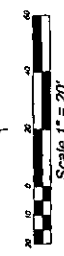
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GRADING LEGEND

141	PROPOSED FLOOR LEVEL
142	EXISTING FLOOR LEVEL
143	TOP OF CONCRETE
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ON-SITE PAVEMENT DESIGN
 1" ASPHALT
 1" UNGRAVEL ROAD BASE



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<p>CLIENT MARK</p> <p>300 NORTH COUNTY BLVD SUITE 300 AMERICAN FORK, UT 84202</p>	<p>DESIGNER</p> <p>DAVID W. JONES LICENSED PROFESSIONAL ENGINEER NO. 10000 STATE OF UTAH</p>	<p>PROJECT</p> <p>300 NORTH COUNTY BLVD AMERICAN FORK, UT 84202</p>	<p>DATE</p> <p>08/27/19</p>																																																												
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JUB ENGINEERS, INC.

**Long Term Storm Water Management Plan
Auble Office Building**

**Long Term Storm Water Maintenance
Plan for:**

**Auble Office Building
1134 East 300 North
American Fork, Utah 84003**

Long Term Storm Water Management Plan
Auble Office Building

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SECTION 5: RECORDKEEPING
SECTION 6 APPENDICES

SECTION 1: PURPOSE AND RESPONSIBUTY

As required by the Clean Water Act and resultant local regulations, including City of American Fork's Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize contaminants in runoff that pollute waters of the State.

The purpose of this Long Term Storm Water Management Plan (LTSWMP) is to manage operations at 1134 E. 300 N., American Fork, Utah, in order to minimize pollutants in both storm water and non-storm water run off, and to minimize litter from blowing off the site. This LTSWMP describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities or site operations at this property that contaminate water entering waters of the state must be prohibited, unless SOPs are written to manage those activities or operations, and this LTSWMP is amended to include those SOPs.

The Property shall be managed and be the responsibility of a Condominium Owners Association (COA) comprised of the Owners of the various units in the six buildings. These responsibilities shall not be passed on to any single Owner or Individual.

The COA shall be responsible for managing the compliance, monitoring and required reporting of this Long-Term Water Management Plan (LTSWMP). Any SOPs will be applicable for the entire Project.

**Long Term Storm Water Management Plan
Auble Office Building**

SECTION 2: POLLUTANTS AND SOURCES

Instructions:

- List site operations that can pollute the storm water.
- List site infrastructure that, when unmaintained, can pollute the storm water.
- Identify the pollutants typical with each site operation and site infrastructure.
- The list below is a guide only. Add and remove items as necessary that are applicable to your site.
- Special instruction language to Owner, staff and sub-contractors may need to be included in **Section 2** to ensure specific operations are always conducted indoors in controlled conditions. Reference operations required by other regulatory agencies or operations that warrant special direction to ensure those operations do not get exposed to the environment such as waste that must be contained, collected indoors and transferred to hazardous wastes facilities. Typically this will be waste that is prohibited from the site's outside dumpster and operations that must be performed indoors. Include this instruction in paragraph form before or after the table.

POLLUTANTS AND SOURCES

Pollutant Sources	Sediment	Nutrients	Heavy Metals	PH	Pest & Herb	Oil & Grease	Bacteria	Trash	Other	Notes
Spills		X		X	X	X		X		
Landscaping Maintenance Operations	X	X			X		X			
Waste Management								X	X	
Storm Water Systems and Maintenance Operations	X	X	X	X	X	X	X	X	X	
Parking & other Paved Areas & Maintenance Operations	X	X	X	X	X	X	X	X	X	
Building Utility Systems & Maintenance Operations				X			X	X		
Inventory and Storage										
Equipment Storage										
Outdoor Activities (tent sales, fund raisers etc.)										
Snow Removal	X	X	X	X	X	X	X	X	X	

Long Term Storm Water Management Plan
Auble Office Building

SECTION 3: DESCRIPTION OF SITE SYSTEMS AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The site infrastructure and operations described in Section 2 are limited to controlling and containing pollutants and if managed improperly can contaminate the environment. The Long Term Storm Water Maintenance Plan includes standard operating procedures (SOPs) that are intended to compensate for the limitations of the site infrastructure. The responsible party must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors. The drawings describing the infrastructure are included in Appendix A.

Instructions:

- Describe site infrastructure, structural controls and any low impact designs (LIDs) that are included to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants.
- Describe operations both business functions and maintenance that will generate pollutants.
- Briefly identify the need for SOPs that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs that will govern the site functions, and maintenance operations.

[Describe, site infrastructure, and operations in relation to their contribution or prevention of pollutants generated on this site. The listed infrastructure is typical for most sites, however, the designer is required to add the unique site infrastructure needing controls and may also remove any of standard infrastructure listed that does not apply. Generally most sites will have the following infrastructure and how it is operated and maintained will affect runoff:]

Impervious Areas, Pavement & Sidewalk

The parking area is primarily asphalt, which drains to a series of stormwater inlet boxes and curb cuts throughout the parking area. The inlets and piping allow the storm water to move off site and into the city stormwater system after being treated by a snout and released at a controlled rate through an orifice plate. Stormwater in a rainfall event will back up into a LID detention pond where the first 0.3" of rainfall will be retained and any additional water will be detained and released at a controlled rate.

Sediment, fluids, and debris that collect on parking pavements and how they are dealt with can be a significant source of pollution. The parking and other paved areas must be maintained regularly to minimize the accumulation of pollutants before they can be washed into the stormwater system. Maintenance involves regular surface maintenance and adequate trash receptacles to prevent littering. The parking area maintenance SOP is to be used with associated pavements.

Landscaping

Approximately twenty-five percent of this property is landscaped and will require regular maintenance. The landscaping is primarily grass and trees around the parking area and building. During the landscaping maintenance operations, organic materials, herbicides, pesticides, and fertilizers can be left behind or improperly applied. These pollutants will be carried by runoff if they are not picked up as part of the regular maintenance operation. The Landscaping Maintenance and Pesticides, Herbicides and Fertilizer SOPs are used to manage the pollutants associated with this operation.

Long Term Storm Water Management Plan
Auble Office Building

Waste Management

There is an enclosed dumpster area. The dumpster shall have a lid. Good waste management systems, if managed improperly, can end up being the cause of the very pollution that they were intended to control. The dumpster can leak to the pavement and drain to the storm drain inlets and wind can blow lightweight trash out of the dumpster. However, this pollution source is controlled by SOPs and a water quality device. Maintaining the dumpster and trash receptacle devices by frequent waste disposal is essential to an effective operation. The General Waste Management SOP is used to manage the pollutants associated with this operation.

Storm Water Management

The stormwater system consists of an onsite storm drain system that includes inlet boxes, catch basins, curb cuts, and pipes that allow stormwater to back up into a LID detention pond before being released to the city stormwater system. Stormwater in a rainfall event will back up in the pond where the first 0.3" of rainfall will be retained and any additional water will be detained and released at a controlled rate after being treated by a snout. The storm water treatment devices are designed to capture floating material and heavier sediment particles, but do not trap suspended or dissolved pollutants. The storm water system must be maintained regularly to remove the accumulated pollutants before they are flushed through the system during the high-flow events. Effort must be made to reduce pollutants that collect in the storm water treatment system. The Stormwater System Maintenance of this site is managed by the BMP Maintenance SOP.

Building Utility System

All building utilities, such as air conditioners, are to be maintained according to manufacturer specifications to prevent leakage of pollutants. When the utility is maintained, all oils, fluids or other pollutants are to be contained and disposed of properly. Cleaning of the building can produce water contaminated with cleaning products. No water from inside the building is to be disposed of outside. All water used to clean the buildings will be disposed of properly inside the building.

Snow & Ice Removal Management

Snow removal will occur in the parking area, drive lanes and sidewalks. Care will be taken to minimize the use of deicing salts to minimize pollutants in the snow runoff. This is managed by the Parking/Storage Area Maintenance SOP.

Equipment & Material Storage

There will be no equipment or materials stored on the premises.

Yard Sale Events, Fund Raisers or Related Outdoor Functions

There will be no yard sales or other outdoor functions on the premises.

Long Term Storm Water Management Plan**Site Infrastructure related to spill prevention**

Although all cleaning agents, chemicals or other contaminants stored on site that could potentially spill will be properly contained indoors, a spill could occur from an outside source such as a maintenance contractor or patron. It must be highlighted in the training program that if something is brought onto the site and spilled, it must not be hosed down. It must be removed properly with the appropriate absorbent material which is to be disposed of properly. This is managed by the Spill Response and Prevention SOP.

It is assumed that any spills of this nature will be from cleaning or polishing agents used in the cleaning and maintenance of the buildings.

SECTION 4: TRAINING

The owners of this property shall ensure that the property operators know and understand their responsibility to train subcontractors that their employees and subcontractors know and understand the SOPs that are necessary to effectively maintain the property, in order to contain pollutants associated with operations related to the site. This training record is kept in Training Logs.

SECTION 5: RECORDKEEPING AND SITE INSPECTIONS

The owners of the property shall require a records to be kept. Operation activities in accordance with SOPs written specifically for this property. Mail a copy of the record to the American Fork City Storm Water Section annually. (Attention to: Storm Water Project Manager 300 N 150 E American Fork, UT 84003 or E-mail a copy to stormwater@afcity.ne)

Long Term Storm Water Management Plan
Auble Office Building

SECTION 6: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1-5, the information specified by the Appendix titles and any other specifics necessary to complete this Long Term Storm Water Management Plan.
- Ensure the LTSWMP is updated with any site plan as-built differences prior to releasing the project and Notice of Intent (NOI)

Section 1. Appendix A- Site Drawings and Details

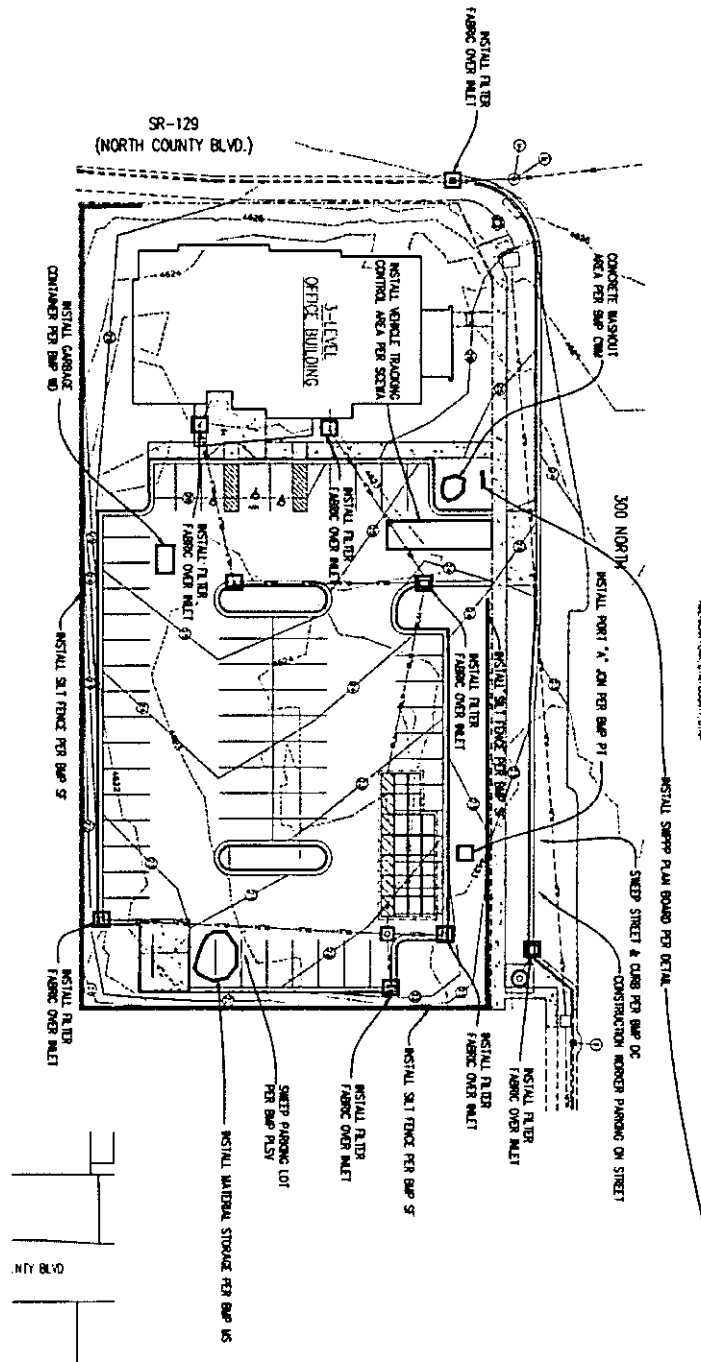
Section 2. SOPs

Section 3. Recordkeeping Documents

Long Term Storm Water Management Plan
Auble Office Building

APPENDIX A - SITE MAP WITH BMP LOCATIONS

[Attach Site Drawings or Details]



**Long Term Storm Water Management Plan
Auble Office Building**

	STANDARD OPERATING PROCEDURE PROGRAM: Landscape Maintenance Operations	SOP NUMBER: 2	ISSUE DATE: 31 July 2019
LTSWMP REQUIREMENT: All vegetation shall be maintained in such a way as keeps storm water conveyances, including drains, clear and free of vegetative debris. Any organic, plant or soil wastes generated as a result of landscape maintenance, including but not limited to leaves, soil cores, grass clippings, or other debris shall be handled in an environmentally responsible manner to reduce likelihood of this material entering stormwater conveyances or local streams.		TARGETED POLLUTANTS: Nutrients Heavy Metals Toxic Materials Organics Oil & Grease	

1. Preparation

- a. Ensure that any storm drain or drainage system components on the property are properly maintained.
- b. Avoid placing bark mulch (or other floatable landscaping materials) in storm water detention areas or other areas where storm water runoff can carry the mulch into the storm drainage system.

2. Process:

- a. Whenever possible, mulch-mow grasses.
- b. Sweep grass clippings and other vegetation debris from sidewalks or streets back on to grassy areas.
- c. Never dump any liquids or other materials outside. Dispose of all liquids and materials appropriately.
- d. Ensure that the storm drains, ditches, inlets, catch basins, drainage channels, or underground lines on the property are properly maintained. Catch basins, inlets and culverts are scheduled to be cleaned annually.

3. Document:

- a. Keep accurate logs to track landscaping and maintenance operations.
- b. Document training of employees.

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	STANDARD OPERATING PROCEDURE PROGRAM: Impervious Areas, Pavement & Sidewalk	SOP NUMBER: 1	ISSUE DATE: 31 July 2019
LTSWMP REQUIREMENT: Roads, streets, parking lots, and sidewalks can become a source of pollution during maintenance and construction activities if proper pollution prevention measures are not implemented. This SOP has been designed to minimize or prevent pollutant discharges from these activities.		TARGETED POLLUTANTS: Nutrients Heavy Metals Toxic Materials Organics Oil & Grease	

1. Preparation

- a. Conduct regular employee training to reinforce proper housekeeping.
- b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.
- c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency

2. Process:

- a. Sweep parking areas, as needed, or as directed by the responsible official.
- b. Hand sweep sections of gutter if soil and debris accumulate.
- c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up.

- a. Dispose of sweepings properly (appropriate solid waste facility).
- b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into a storm drain.
- c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.

4. Documentation.

- a. Keep accurate logs to track swept parking areas and approximate quantities.
- b. Document training of employees.

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	<p align="center">STANDARD OPERATING PROCEDURE PROGRAM: Waste Management Operations</p>	<p>SOP NUMBER: 3</p>	<p>ISSUE DATE: 31 July 2019</p>
<p>LTSWMP REQUIREMENT: Stormwater pollution prevention procedures for proper management, handling and storage of waste, trash or garbage to prevent the discharge of pollutants to storm water from waste handling and disposal.</p>		<p>TARGETED POLLUTANTS: Nutrients Heavy Metals Toxic Materials Organics Oil & Grease</p>	

GENERAL:

Standard Operating Procedures (SOPs) for: Waste Management, Storage and Disposal

1. Process:

- a. Spill kit and equipment for dry clean up (socks, absorbent pads, kitty litter, broom, and dustpan)
- d. All waste receptacles should be leak-tight with tight-fitting lids or covers. Plastic liners can be used to ensure leak tightness.
- c. Keep lids on dumpsters closed at all times unless adding or removing material, d. Place waste receptacles indoors or under a roof or overhang whenever possible.
- d. Locate dumpsters on a flat, paved surface and, if possible, install berms or curbs around the storage area to prevent run-on and run-off.
- e. Sweep up around outdoor waste containers regularly.
- f. Arrange for wastes to be picked up regularly and disposed of at approved disposal facilities.

3. CLEAN UP:

- a. Use spill control & cleanup in the event an unintended spill should occur on the property.
- b. Cover and seal storm drain inlet of water is required to remove the spill.
- c. Properly dispose of spill cleanup material according to type of spill. - If liquid, contain spills as soon as possible.
- d. Cleanup any type of spill immediately and use dry methods such as absorbent material or sweeping if possible

4. Document:

Keep a list of all employees trained in the facility's Storm Water Pollution Prevention binder or other location

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	<p align="center">STANDARD OPERATING PROCEDURE</p> <p>PROGRAM: Snow & Ice Removal Management</p>	<p>SOP NUMBER: 4</p>	<p>ISSUE DATE: 31 July 2019</p>
<p>LTSWMP REQUIREMENT:</p> <p>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.</p>		<p>TARGETED POLLUTANTS:</p> <p>Nutrients Heavy Metals Toxic Materials Organics Oil & Grease</p>	

GENERAL

The Snow and Ice Removal Plan also incorporates standard operating procedures (SOP's) to aid in efforts to preserve air and water quality.

1. Process:

This plan is intended to provide orderly and prioritized methods to fight most snowstorms. Each storm will present different problems. The on-site grounds supervisor may need to continually adjust the plan to achieve the most benefit from the personnel and equipment available at the time. Winter Maintenance Procedures for Grounds Maintenance personnel or Contractor.

- a. Monitor walking, road 3rd parking surface conditions.
- b. Respond to concerns about walking, road and parking conditions.
- c. Scrape snow or ice from surfaces as required.
- d. Apply snow melting products or grit to surfaces as required
- e. Keeping any snow accumulated snow piles away from surface drain inlets

2. Documents:

- a. Keep accurate logs to track snow and ice maintenance operations.
- b. Document training of employees.

**Long Term Storm Water Management Plan
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	<p align="center">STANDARD OPERATING PROCEDURE</p> <p>PROGRAM: Equipment & Material Storage</p>	<p>SOP NUMBER: 5</p>	<p>ISSUE DATE: 31 July 2019</p>
	<p>LTSWMP REQUIREMENT:</p> <p>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.</p>	<p>TARGETED POLLUTANTS: Nutrients Heavy Metals Toxic Materials Organics Oil & Grease</p>	

Preparation:

The responsible management of fertilizers, pesticides, paints, chemicals, and other materials at a city facility can significantly reduce polluted stormwater runoff. All materials should be handled properly including unloading, use, storage, and disposal. Proper management of materials can also reduce the likelihood of accidental spills or releases. When services are contracted, this written procedure should be provided to the contractor so they have the proper operational procedures. In addition, the contract should specify that the contractor is responsible for abiding by all applicable city, state, and federal codes, laws, and regulations.

1. Process:

- a. Establish material storage and inventory controls to minimize the amount of materials used and stored.
- b. Periodically inspect material storage areas to ensure that all materials are being stored properly when not in use.
- c. Clean the material storage area when necessary using dry cleanup methods.
- d. Properly dispose of unused materials.
- e. Store materials in a manner that reduces the potential for transport in storm water flows.

2. Documents:

- a. Train applicable employees on this written procedure. Information on how to respond to spills will be presented during the training.
- b. Records of employee training with sign-in sheet.

**Long Term Storm Water Management Plan
Auble Office Building**

Recorded Documents

/Recordkeeping forms following this page]

INSPECTION, MAINTENANCE AND CORRECTION REPORT

(THIS REPORT (NEXT PAGE) MUST HAVE A METHOD OF IDENTIFYING PROBLEMS AND SHOW THE MAINTENANCE +RECORDS FOR EACH OPERATION OR SYSTEM THAT HAS A POTENTIAL TO POLLUTE THE ENVIRONMENT. YOU MAY USE THIS TEMPLATE OR USE ONE OF YOUR OWN, BUT IT MUST INCORPORATE THE ABOVE MINIMUM REQUIREMENTS.

SUBMIT THIS REPORT TO THE CITY ANNUALLY. THE CITY AND EPA EXPECTS IS THAT PROPERTY OWNERS EFFECTIVELY CONTAIN POLLUTANTS AND TO FIX PROBLEMS WHEN THEY ARE DISCOVERED.

Exhibit D

Facility Operation and Maintenance Inspection Report for Storm Drain Facilities

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

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

BY: Date:
 Site Inspector

Approved as to form:
 Attorney for American Fork City