ENTRY NO. 01217090 03/19/2024 11:41:23 AM B: 2812 P: 0718 Represent PAGE 1/44

Agreement PAGE 1/44 RHONDA FRANCIS, SUMMIT COUNTY RECORDER FEE 40.00 BY THE WOODLAND GROUP LLC

When recorded return to:

Summit County Engineering PO 128 - 60 N. Main Coalville, Utah 84017

Reco	rd	ers	La	bel	

Affects Parcel No(s): CD-2233-B, CD-2233-A, CD-2233-A-1, CD-2234, CD-2236

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 30th day of November 2023, (the "Effective Date") by and between Summit County, a political subdivision of the State of Utah (the "County"), and The Woodland Group, LLC , whose mailing address is 3544 E State Road 35 Woodland, UT 84036 ("Owner"). Individually, the County and Owner are individually referred to herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in Title 9, Chapter 3 of the Summit County Code, as amended (the "County Regulations"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann. §§ 19-5-101, et seq., as amended (the "Act"); and,

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple title of certain real property more particularly described in <u>Exhibit "A</u>", attached hereto and incorporated herein by this reference (the "<u>Property</u>"); and,

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and,

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's sole expense certain improvements; namely, a storm and surface water management facility (the "Stormwater Facilities"); and,

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the

Summit County Engineer (the "County Engineer") and are hereby incorporated herein by this reference (the "Development Plan"); and,

WHEREAS, Owner shall file with the County Engineer (a) a summary description of all Stormwater Facilities, including all details and all appurtenances draining to and affecting the Stormwater Facilities, (b) the standards for the operation and routine maintenance procedures for the Stormwater Facilities, and (c) all control measures installed on the Property (collectively, the "Long-Term Stormwater Management Plan"), as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference; and,

WHEREAS, as a condition of development, and as required as part of the County's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement which approves the Long-Term Stormwater Management Plan and provides for its enforcement.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the County's approval of the Long-Term Stormwater Management Plan, and the mutual covenants contained herein, the Parties agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals, including Exhibits A and B, are incorporated herein by this reference.
- 2. Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and the Long-Term Stormwater Management Plan, and any amendments thereto which have been approved by the County Engineer. The Owner shall file a completion bond with the County Engineer in an amount set by the County Engineer within thirty (30) calendar days following the Effective Date (the "Completion Bond"). The Completion Bond may be cash escrow, a letter of credit from an FDIC insured financial institution, or a corporate surety bond. The Completion Bond shall be valid until one year after all work shown on the Development Plan and Long-Term Stormwater Management Plan is completed and inspected by the County (the "Warranty Period"). The Completion Bond shall be released by the County Engineer after the conclusion of the Warranty Period. Such Completion Bond may be added to a Development Improvements Agreement required under Title 10 or Title 11 of the Summit County Code.
- 3. <u>Maintenance of Stormwater Facilities</u>. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their

design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

- 4. Annual Maintenance Report of Stormwater Facilities. Annually, the Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the County Engineer (the "Inspection Report"). The purpose of this inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the Inspection Report. The certification within the Inspection Report shall certify that adequate maintenance has been performed and that the structural controls are operating as designed to protect water quality. The Inspection Report shall be due by January 31st of each year and shall be on forms approved by the County Engineer.
- 5. <u>County Oversight Inspection Authority</u>. The Owner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the County. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the County Regulations, and the Stormwater Facilities Maintenance Plan.
- 6. <u>Notice of Deficiencies</u>. If the County finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the County shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) calendar days, to cure such defects or deficiencies. Such notice shall be sent certified mail to the Owner at the address listed herein.
- 7. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the County Engineer within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.
- 8. <u>County's Corrective Action Authority</u>. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the County Engineer, after due notice of deficiencies as provided in Section 6 above, and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) calendar days following a second notice delivered to Owner by certified mail, the County may issue an administrative citation in accordance with the Administrative Code Enforcement Hearing Program, *Summit County Code* Title 1, Chapter 13, <u>as amended</u>, in addition to any State or EPA fine. The County may also give written notice that the

facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the aforementioned cure periods. The actions described in this Section 8 are in addition to and not in lieu of any and all equitable remedies available to the County as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

- 9. <u>County Disclaimer</u>. It is expressly understood and agreed that the County is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
- 10. Reimbursement of Costs. In the event the County, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the County system, the Owner shall reimburse the County upon demand, within thirty (30) calendar days of receipt thereof for all actual costs incurred by the County. After said thirty (30) calendar days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the County in collection of delinquent payments.
- 11. Recording; Status of Exhibit B. This Agreement, inclusive of Exhibit A, shall be recorded against the Property in the Office of the Summit County Recorder. While Exhibit B, the Long-Term Stormwater Management Plan, shall not be recorded, it remains fully incorporated herein, and a copy of such shall be on file with the County Engineer. The Long-Term Stormwater Management Plan must be adaptable to change, when, in the judgment of the County Engineer, site conditions and/or operations change, or when existing structures prove ineffective. The Owner shall be responsible to apply to the County Engineer for any revisions to the Long-Term Stormwater Management Plan.
- 12. <u>Successor and Assigns</u>. The covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.
- 13. <u>Severability Clause</u>. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.
- 14. <u>Utah Law and Venue</u>. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Summit County, Utah.

- 15. <u>Indemnification</u>. This Agreement imposes no liability of any kind whatsoever on the County, and the Owner agrees to hold the County harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the County harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the County from failure of Owner to comply with its obligations under this Agreement relating to the Stormwater Facilities.
- 16. <u>Amendments</u>. This Agreement shall not be modified except by written instrument executed by the County and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Office of the Summit County Recorder.
- 17. <u>Subordination Requirement</u>. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.
- 18. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.
- 19. **No Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.
- 20. <u>Authority</u>. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

OWNER:			
Jun 10			
BY! JANN LEFLER			
Title: THE WOODLAND GROUP	, LLC - OWNE	e_	
	•		
STATE OF UTAH)		
	:ss.		
COUNTY OF SUMMIT)		
	·	1 1 (1.	
The above instrument was acknow	ledged before me	by am lefler, this 30th	day
of November, 201	<u> ろ</u> .		
routh Hontin		RAESHEL HORTIN Notary Public, State of Utah	
Notary Public		Commission # 727173	
Residing in: UOAIVILE UII	1771	My Commission Expires On October 11, 2026	
My commission expires:	1122	00,000 11,2020	

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

SUMMIT COUNTY

	Thay	3-13-6	રન
D	Charma Caatt		

By: Shayne Scott Title: County Manager

		•	• '
CE NEEL OF LIE LIE	,• 、	• • •	•
STATE OF UTAH	· `,)		
••	:ss.		
	•1313•		
COUNTY OF)		

The above instrument was acknowledged before me by Shayne Scott, County Manager, this day of March, 2024.

Residing in. Heneley, ITT.

My commission expires: April 30,2024

Amy RaNae Jones
Notary Public State of Utah
My Commission Expires on:
April 20, 2026
Comm. Number: 724292

Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan;

Filed with Summit County Engineer

EXHIBIT A

Tax Parcels: CD-2233-B, CD-2233-A, CD-2233-A-1, CD-2234, and CD-2236, see following legal descriptions:

Parcel 1

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1489.04 feet along the section line and East 2059.20 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; and running thence South 60°35'01" East 84.24 feet more or less along road line; thence South 68°54'00" East 61.70 feet more or less along road line; thence South 16°45'53" West 167.60 feet; thence South 72°28'06" East 86.68 feet to a fence line; thence South 13°34'53" West 452.14 feet along a fence line and the extension of said fence; thence North 79°10'27" West 135.28 feet along a fence line and extension; thence South 15°36'46" West 424.43 feet along a fence line to the centerline of the Provo River; thence South 82°00'31" West 59.16 feet along said river centerline; thence North 04°24'50" West 626.07 feet to the centerline of 24 foot wide driveway; thence East 122.22 feet along said centerline; thence along the arc of a curve to the left 131.85 feet, having a radius 100.00 feet, a central angle of 75°32'49", and a chord of 122.51 feet bearing North 52°13'35" East; thence North 14°27'11" East 44.31 feet along said centerline; thence North 75°32'49" West 32.26 feet; thence North 64°19'25" West 193.92 feet; thence North 25'50'11" East 125.86 feet; thence South 62°22'20" East 180.38 feet; thence North 14°27'11" East 224.49 feet to the point of beginning.

Containing 5.42 Acres

Parcel 2

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1533.72 feet along the section line and East 1325.53 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at an existing fence corner, and running thence South 78°09'54" East 188.69 feet along a fence line; thence North 87°12'22" East 217.32 feet along a fence line; thence South 62°22'20" East 131.46 feet along a fence line; thence South 25°50'11" West 125.86 feet; thence South 64°19'25" East 193.92 feet; thence South 75°32'49" East 32.26 feet to the centerline of a 24 foot wide driveway; thence South 14°27'11" West 44.31 feet along said centerline; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet along said centerline line; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 00°29'20" East 483.01 feet along a fence line to the point of beginning. Containing 5.00 Acres

Parcel 3

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Comer and the Southwest Comer of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1959.13 feet along the section line and East 1436.87 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at the centerline of a 24 foot wide driveway; and running thence along the arc of a curve to the right 62.98 feet, having a radius of 150.00 feet, a central angle of 24°03'22", and a chord of 62.52 feet bearing North 77°58'19" East; thence East 270.41 feet along said driveway centerline; thence South 04°24'50" East 626.07 feet to the centerline of the Provo River; thence South 82°00'31" West 319.79 feet along said river; thence South 88°02'30" West 21.32 feet along said rive; thence North 03°38'19" West 657.70 feet to the point of beginning.

Containing 5.00 Acres

Parcel 4

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Comer of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 89°51'18" East 183.34 feet to a fence comer; thence South 21.89 feet to the centerline of a 24 foot driveway; thence along the arc of a curve to the left 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing North 66°40'01" East; thence along the arc of a curve to the right 49.17 feet, having a radius of 150.00 feet a central angle of 18°46'50", and a chord of 48.95 feet bearing North 56°33'13" East; thence South 03°38'19" East 657.70 feet to the centerline of the Provo River; thence South 88°02'31" West 155.24 feet along said river; thence South 80°53'23" West 133.53 feet along said river; thence South 76°49'59" West 103.44 feet along said river; thence

North 04°19'44" East 673.05 feet to the point of beginning.

Containing 5.00 Acres

Parcel 5

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0º29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 04°19'44" West 673.05 feet to the centerline of the Provo River; thence North 83°52'02" West 113.46 feet along said river; thence North 50°17'28" West 99.46 feet along said river; thence North 34°36'05" West 62.47 feet along said river; thence North 68°02'20" West 50.25 feet along said river; thence North 54°47'23" West 46.76 feet along said river; thence North 79°09'05" West 26.91 feet along said river; thence North 00°0624" East 494.21 feet along the easterly line of parcel CD-2227-A-1 to a fence corner; thence South 89°51'18" East 385.91 feet to the point of beginning.

Containing 5.00 Acres

Subject to and including the following 24-foot private driveway described as follows:

A 24-foot private driveway located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1500.23 feet along the section line and East 2079.13 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; the following courses are along the centerline of the above said private driveway; thence South 14°27'11" West 382.93 feet; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 89°59'59" West 185.03 feet to the terminus of the herein described centerline.

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Woodland Private Driveway and Water Line 3544 E State Road 35 Woodland, UT 84036

> The Woodland Group, LLC 3544 E State Road 35 Woodland, UT 84036

Jann Lefler, Owner, Manager 435-901-2990 Jann.lefler@gmail.com

PURPOSE AND RESPONSIBILTY

Summit County Unincorporated

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, groundwater and generate loose litter must be prohibited. County's

Upper Provo River is not impaired

The NAME OF RIVER River is impaired. The LTSWMP is aimed at addressing these potential impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

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

Parking, Sidewalk and flatwork

NONE

Landscaping

NONE

Flood and Water Quality Control System

See attached SWPPP as Exhibit A A retention area will be maintained to capture potential pollutants and promote infiltration. A site marker will be added and utilized when maintenance to the pond may be necessary.

Waste Management

N/A

Utility System

N/A

Snow and Ice Removal Management

Plowing of driveway only

The runoff drains to our natural swales and detention basin. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

Equipment / Outside Storage

NONE

Add infrastructure or operations that are unique to this site

Project only involves construction of a gravel driveway and installation of a water line, and associated retention area

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

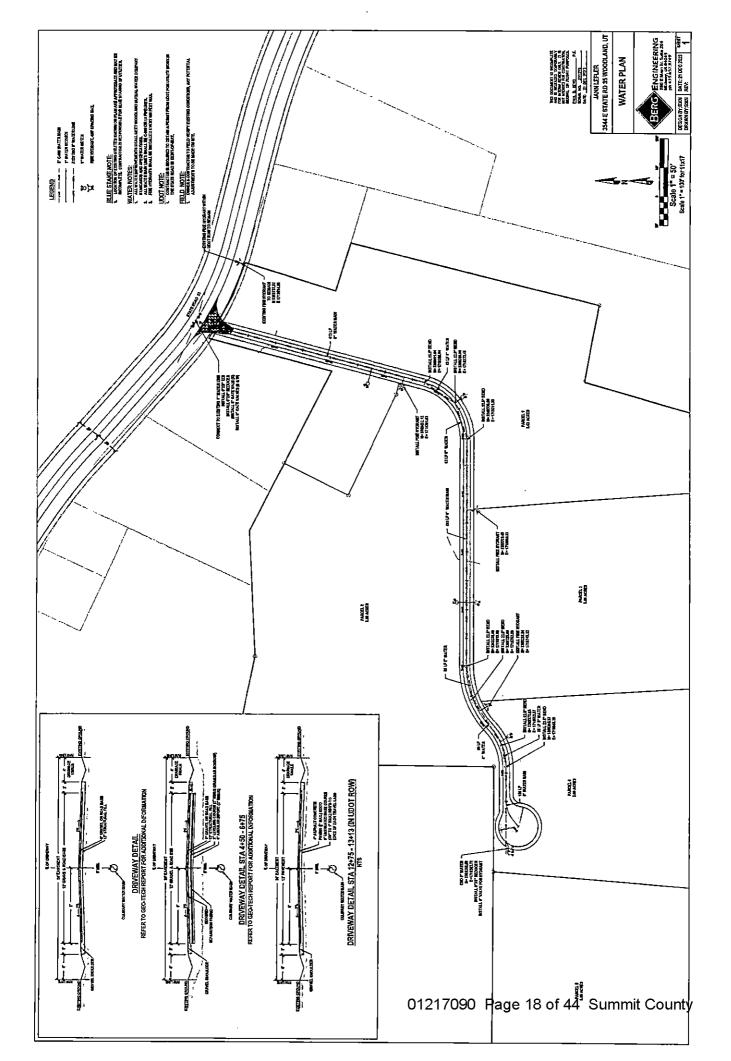
Appendix A- Site Drawings and Details

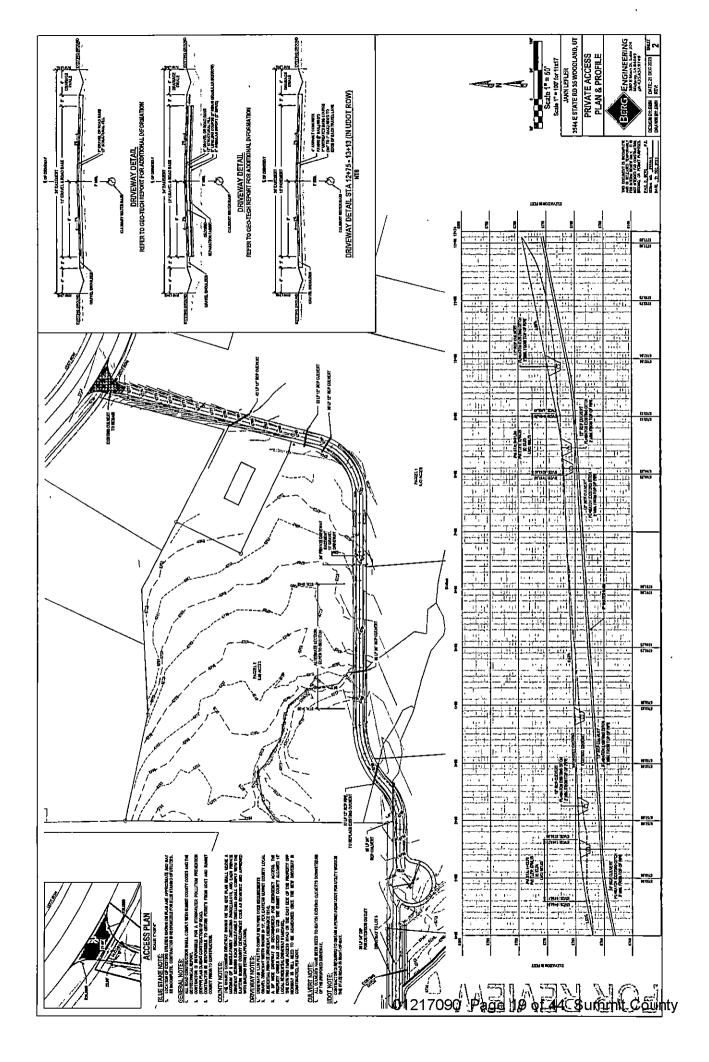
Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A - SITE DRAWINGS AND DETAILS

See SWPPP as Exhibit A



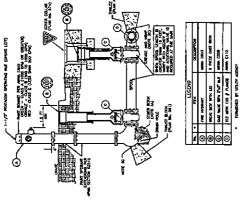




WATER DETAILS

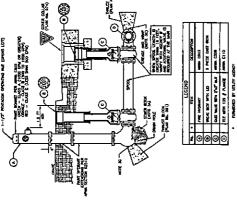
CG ENGINEERING
SECTION OF SECTION





D3) FIRE HYDRANT W/ VALVE NTS

- INSPECTION: Prior to backtiling, secure impection of installation by ENGINEER



3 100

THE TOTAL OF THE T Controlled Processor

ELOS PANCED TANK

THE STANK BANKS

THE STANK SANKS

THE STANK SANKS

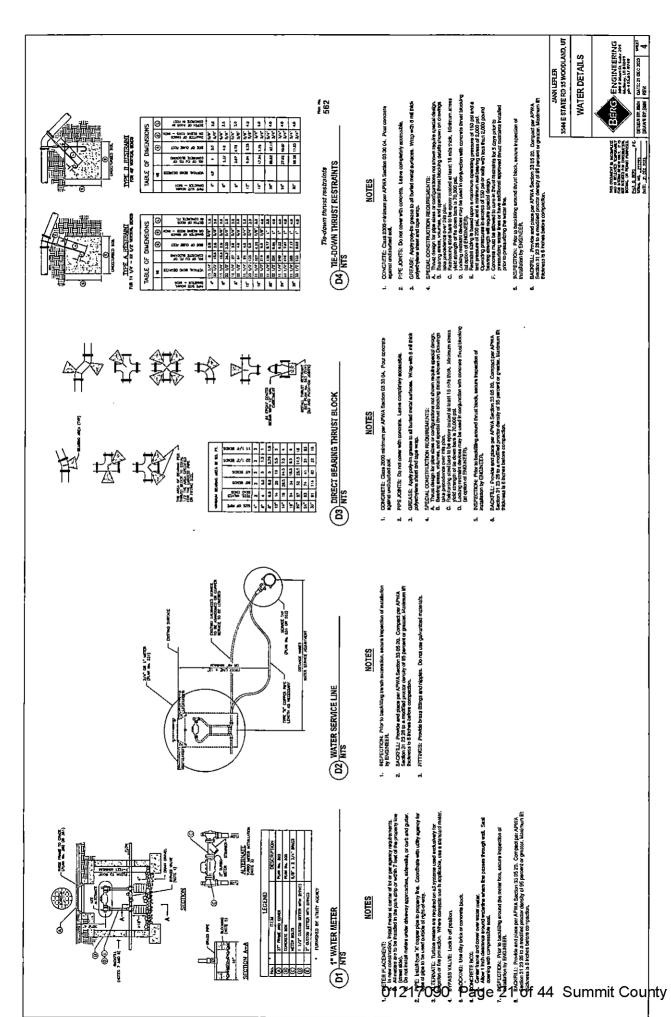
THE STANKS SANK Thursday and and

C. Frenchisch and places controlled loss directly material pre-APNA Geoden:
11 Frenchis and places controlled loss directly material professional materials.
2) Frenchisch place for materials in this and providing oppositions to provide the place for the CONCRETE PIPE, FOLIOP ASTA 0 1478 THE AGE OFT WITH ANY O 1231

CONTRACT HERE FOR CALLE ANY OF THE STATE D2 PIPE ZONE BACKFILL

operation. Fourthie Fill. Provide and place controlled lose attength mate Section 31 GS 15. Oure the fill before placing surface restoral

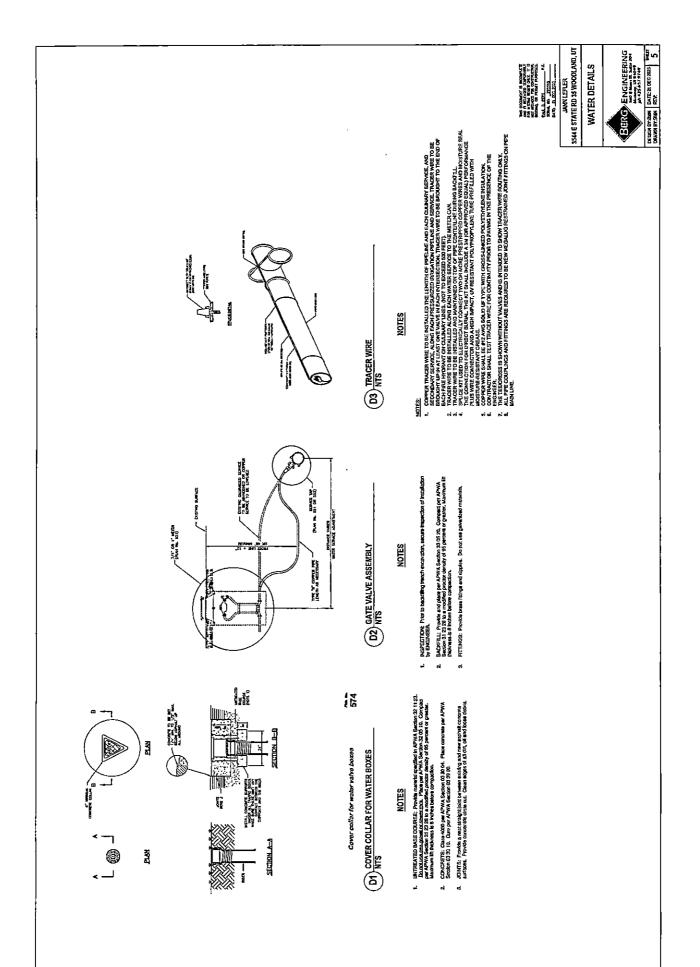
D1 TRENCH BACKFILL NTS

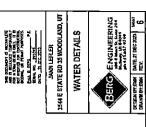


\$ 1

SECTION A-A

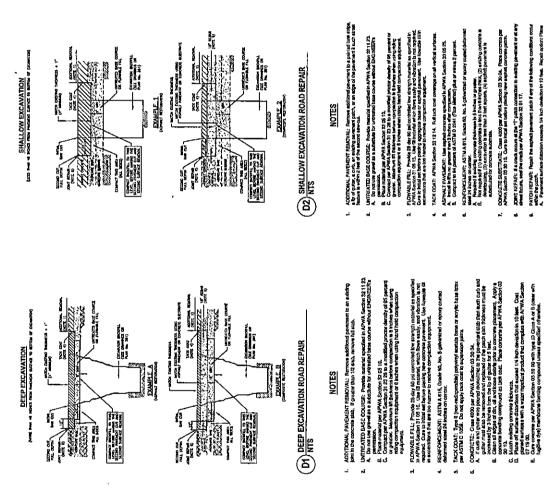
DESIGN BY MAN GATE: 21 DEC 2023
DRAWN BY SUM | REV

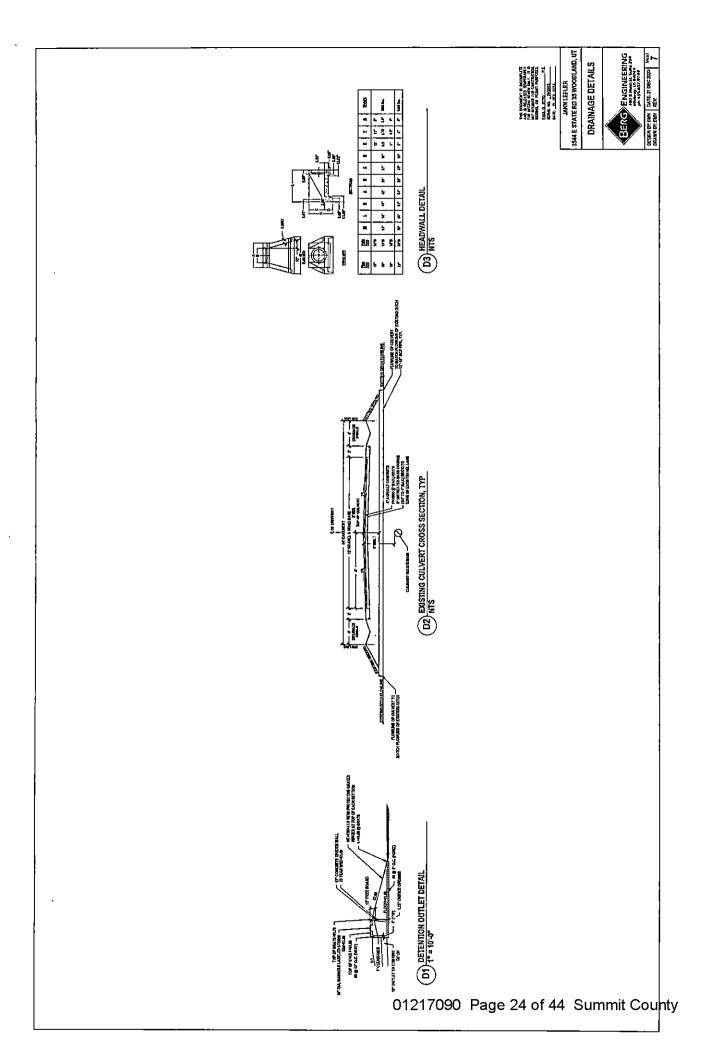


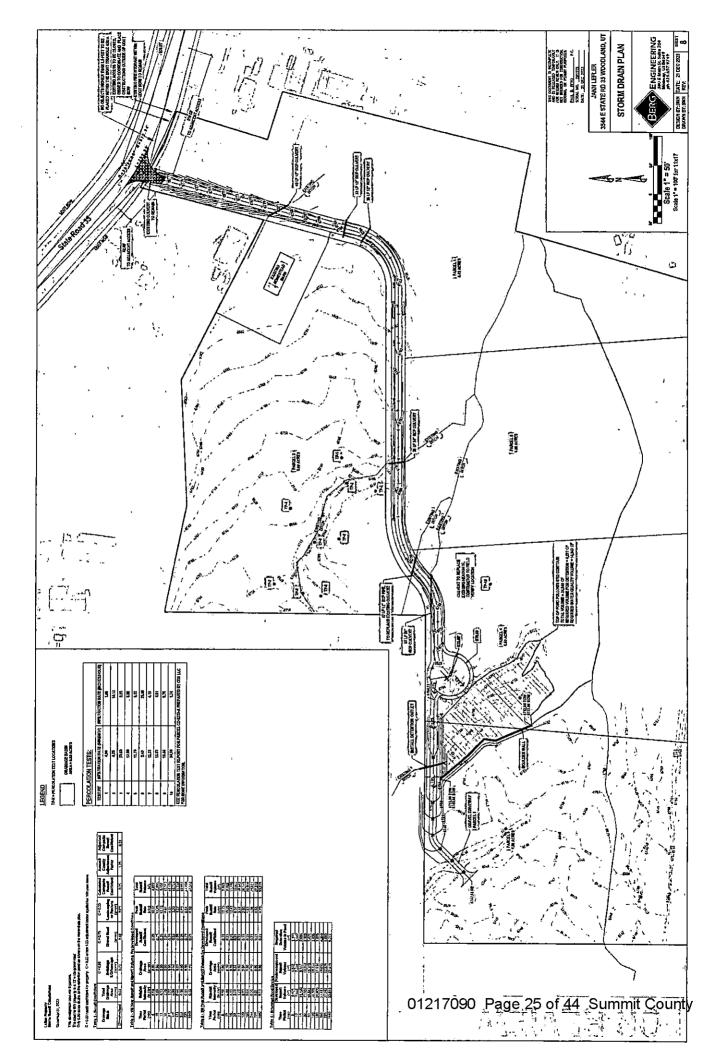


PATCH REPAIR: Repair the applied pavement patch if any of the following

JONTS: Saw out the surface of the new coment concrete to match existing control parement plut pettoms. Use the appropriate joint types shows in Plan No. 261.







APPENDIX B - SOPs

Pavement Sweeping N/A

Landscape Maintenance

General:

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

1. Purpose:

- a) One of the primary contaminates in the INSERT CRITICAL WATER BODIES is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides, and other pollutants will fill our natural swales, sediment/trash traps and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will be very expensive.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.
- b) Grooming
 - Lawn Mowing Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - > Strategic staging of materials eliminating exposure, such as not staging within the natural swales.
 - Avoiding multiple day staging of landscaping backfill and spoil within the natural swales.
 - > Haul off spoil as generated and daily
 - > Scheduling work when weather forecast are clear.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are
 usually sufficient when no more material can be swept onto the square nosed
 shovel.
- Power blowing tools

3. Waste Disposal:

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

4. Equipment:

a) Tools sufficient for proper containment of pollutants and removal.

5. Training:

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

Waste Management

General:

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

1. Purpose:

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

2. Procedure:

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

3. Waste Disposal Restrictions for all waste Scheduled for the Summit County Landfill:

- a) Generally, most waste generated at this property, and waste from spill and cleanup operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Summit County Landfill.
- c) Review Summit County Landfill regulations for additional restrictions and understand what waste is prohibited in the Summit County Landfill. Ensure the SDS and Summit County Landfill regulations are not contradictory.

4. Training:

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

Flood and Water Quality System

General:

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

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our oil/sediment/trash traps and underground infiltration system increasing maintenance cost.
- b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the Provo River.

2. Inspections:

- a) Inspect oil/sediment/trash trap. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more. Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the Summit County MOSQUITO ABATMENT DISTRICT when necessary.
- c) Inspect underground infiltration system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- e) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- g) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.

h) Regularly remove trash and debris from above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

2. Disposal Procedure:

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

3. Training:

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

Pavement Washing

N/A

a) Snow and Ice Removal Management

General:

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

1. Purpose:

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

2. De-Icing Procedure:

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

3. Training:

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

General Construction Maintenance

General:

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

1. Purpose:

 a) Any sediment, debris, or construction waste will fill in our landscaping swales, sediment/trash traps and our underground infiltration system increasing our maintenance cost.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - > Avoiding multiple day staging of backfill and spoil
 - > Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - Structural; including but not limited to:
 - ➤ Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - > Gutter dams, e.g. wattles, sandbags, dirt dams
 - > Boundary containment, e.g. wattles, silt fence
 - > Dust control, e.g. water hose,
 - ➤ Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

Spill Control

General:

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

1. Purpose:

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

2. Containment Procedure:

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

HAZMAT - 911

DWQ – 801-231-1769, 801-536-4123, 801-536-4300 Summit County HEALTH DEPARTMENT AND # – 435-336-3234, Coalville.

3. Cleanup Procedure:

a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.

- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

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

5. Documentation:

a) Document all spills in Appendix C.

6. SDS sheets:

a) SDS Manual is filed in break room.

7. Materials:

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

8. Training:

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

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

Records to be kept with:

The Woodland Group, LLC 3544 E State Road 35 Woodland, UT 84036

<u>Jann Lefler, Owner, Manager</u> 435-901-2990 Jann.lefler@gmail.com

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure,
A	Driveway drainage swales and retention pond.

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes	Initials
			-
			<u> </u>
-			
			-

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.				
				

^{*}You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date
			
		·-··	
		-	
		<u> </u>	
		· · · · · · · · · · · · · · · · · · ·	

^{*}You may create your own form that provides this same information or request a word copy of this document.

