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DOC # 20200057146

Agreement Page 1 of 26  
Russell Shirts Washington County Recorder  
10/14/2020 11:38:15 AM Fee \$ 0.00  
By ST GEORGE CITY

MAIL RECORDED COPY TO  
OWNER:



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

Tax ID: SG-5-3-35-130

**CITY OF ST. GEORGE LONG-TERM STORMWATER MAINTENANCE  
AGREEMENT WITH DESERT CANYONS DEVELOPMENT FOR DESERT CLIFFS  
PHASES 1-3**

This Long-Term Stormwater Maintenance Agreement (“Agreement”) is made and entered into this 23 day of September, 2020, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (“City”), and Desert Canyons Development, Inc., with offices at 1472 E 3950 S, St. George, UT 84790 (“Owner”).

**RECITALS**

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

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

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

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

**AGREEMENT**

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

SG Legal Approved as to Form: 10/10/19

Long-Term Stormwater  
Maintenance Agreement  
Page 1 of 9

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

City performs any of the necessary maintenance activities Owner shall pay all of City's reasonable costs incurred in performing those necessary maintenance activities. Owner's obligation to pay City's costs of performing necessary maintenance activities is a continuing obligation.

6. **COSTS**. Owner shall reimburse City within thirty (30) days of receipt of an invoice for the costs incurred by City in performing necessary maintenance activities. If not paid within the prescribed time period, City shall have the right to file a lien against the Property in the amount of such reasonable costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City as a result of Owner's failure to maintain the Facilities.
7. **NO ADDITIONAL LIABILITY**. It is the intent of this Agreement to insure the proper maintenance of the Facilities by the Owner. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff.
8. **EXHIBITS**. All exhibits/figures attached hereto are incorporated as part of this Agreement, except updates to Exhibit C shall not be recorded but shall be kept at the City Public Works Department.
9. **AGREEMENT TO RUN WITH THE LAND**. This Agreement shall be recorded at the Recorder's Office of Washington County and shall constitute a covenant running with the land and shall be binding on Owner only for such time as Owner holds title to the Property and shall run with the land and pass to subsequent owners while they own the Property.
10. **COMPLIANCE WITH APPLICABLE LAWS**. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City, state and federal law including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
11. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.
12. **RESERVED LEGISLATIVE POWERS**. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

13. **INDEMNITY AND LIABILITY.** City shall not be liable for Owner's stormwater or the Facilities. Owner shall indemnify, defend and hold harmless City, employees, elected officials, officers, and agents to the extent each of them is acting in their official capacity on behalf of the City (collectively "City") against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of Owner's breach of this Agreement. Notwithstanding, this indemnification obligation shall not include an indemnification of the City for claims, demands, causes or action, liabilities, damages, suits or judgments arising out of the City's negligence. In the event of any such claims made or suits filed against City, City shall give Owner prompt written notice. Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all reasonable costs associated with any claim, demand, action, suit or judgment including reasonable attorney fees for which they indemnify or defend City. If any judgment or claims are entered against City, its authorized agents or employees, Owner shall pay for all reasonable costs and expenses in connection herewith.
14. **COMMON INTEREST DEVELOPMENTS.** If the Property is developed as a Common Interest Development which is defined as membership in or ownership of an "Association" which is responsible for some or all of the commonly owned or controlled area, then the following provisions shall apply during such time as the Property is encumbered by a "Declaration", and the Common Area is managed and controlled by the Association:
- (a) The Association, through its Board of Directors, shall assume full responsibility to perform the maintenance activities required pursuant to this Agreement, and shall undertake all actions and efforts necessary to accomplish the maintenance activities, including but not limited to, levying regular or special assessments against each member of the Association sufficient to provide funding for the maintenance activities, conducting a vote of the membership related to such assessments if required.
  - (b) No provision of the Declaration, nor any other governing document of the Association or grant of authority to its members, shall grant or recognize a right of any member or other person to alter, improve, maintain or repair any of the Property in any manner which would impair the functioning of the Facilities. In the event of any conflict between the terms of this Agreement and the Declaration or other Association governing documents, the provisions of this Agreement shall prevail.
15. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory law and case law except as otherwise set forth herein.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with

mandatory federal jurisdiction.

17. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees incurred for appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
18. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

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

Desert Canyons Development, Inc.  
Attn: Curt Gordon  
1472 E 3950 S  
St. George, UT 84790

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

19. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement, including to any type of owner's association, without assigning the rights and the responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
20. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
21. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
22. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in

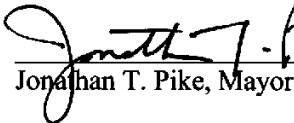
interpreting this Agreement.

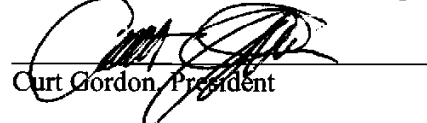
- 23. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 24. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 25. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 26. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

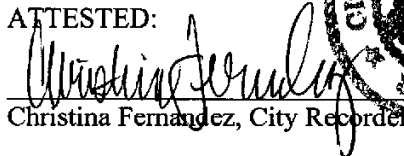
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

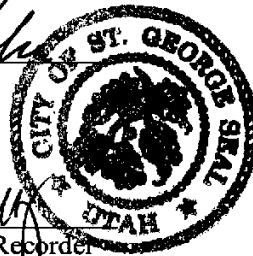
CITY: CITY OF ST. GEORGE

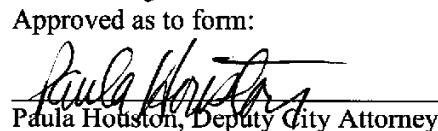
OWNER: Desert Canyons Development, Inc

  
Jonathan T. Pike, Mayor

  
Curt Gordon, President

ATTESTED:  
  
Christina Fernandez, City Recorder

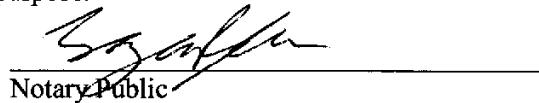


Approved as to form:  
  
Paula Houston, Deputy City Attorney

STATE OF UTAH                    )  
  ss.  
County of Washington         )

On the 14 day of September 2020, before me, Logan Blake, a notary public, personally appeared Curt Gordon proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



  
Notary Public

**LONG-TERM STORMWATER MAINTENANCE AGREEMENT**

**EXHIBIT A**

Legal Description(s)

Parcel SG-5-3-35-130

**LEGAL DESCRIPTION –(AS SHOWN ON WASHINGTON COUNTY RECORDS)  
BEGINNING AT THE NORTHEASTERLY CORNER OF THE DESERT BLUFF AT  
DESERT CANYONS TOWNHOMES – PHASE 2 SUBDIVISION, AS RECORDED AND  
ON FILE WITH THE WASHINGTON COUNTY RECORDER’S OFFICE, SAID POINT  
BEING NORTH 01°10’49” EAST ALONG THE SECTION LINE, A DISTANCE OF  
1997.020 FEET AND NORTH 88°49’11” WEST 1709.680 FEET FROM THE EAST ONE-  
QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST,  
SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10’49”  
EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-  
QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35),  
AND RUNNING THENCE SOUTH 37°20’20” EAST 79.315 FEET; THENCE SOUTH  
47°26’52” EAST 66.865 FEET; THENCE SOUTH 74°51’38” EAST 178.713 FEET;  
THENCE SOUTH 00°57’14” WEST 105.882 FEET; THENCE SOUTH 05°12’59” WEST  
238.582 FEET; THENCE SOUTH 01°35’18” WEST 68.670 FEET; THENCE SOUTH  
00°30’49” WEST 68.284 FEET; THENCE SOUTH 05°40’00” EAST 68.302 FEET;  
THENCE SOUTH 10°53’49” EAST 90.888 FEET; THENCE SOUTH 82°34’31” WEST  
21.538 FEET; THENCE SOUTH 07°47’33” EAST 101.743 FEET TO A POINT ON THE  
ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 07°47’33”  
EAST); THENCE ALONG THE ARC OF A 522.500 FOOT RADIUS CURVE TO THE  
RIGHT, THROUGH A CENTRAL ANGLE OF 02°37’07”, A DISTANCE OF 23.879  
FEET; THENCE SOUTH 05°10’27” EAST 45.000 FEET; THENCE SOUTH 05°58’23”  
EAST 120.261 FEET; THENCE NORTH 84°01’37” EAST 126.356 FEET; THENCE  
NORTH 65°02’38” EAST 58.047 FEET; THENCE SOUTH 11°05’55” EAST 14.807  
FEET; THENCE SOUTH 41°49’57” WEST 14.530 FEET; THENCE SOUTH 42°58’31”  
WEST 42.094 FEET; THENCE SOUTH 41°42’31” WEST 53.315 FEET; THENCE  
SOUTH 32°06’32” WEST 93.978 FEET; THENCE SOUTH 21°24’40” WEST 101.400  
FEET; THENCE SOUTH 18°37’00” WEST 74.835 FEET; THENCE SOUTH 14°41’51”  
WEST 122.696 FEET; THENCE SOUTH 29°11’35” WEST 187.891 FEET; THENCE  
SOUTH 42°15’08” WEST 53.183 FEET; THENCE SOUTH 47°14’52” WEST 101.609  
FEET; THENCE SOUTH 87°58’05” WEST 80.859 FEET; THENCE NORTH 79°13’12”  
WEST 113.691 FEET; THENCE NORTH 74°17’50” WEST 58.928 FEET; THENCE  
NORTH 43°40’42” WEST 80.859 FEET; THENCE NORTH 13°52’29” WEST 73.927  
FEET; THENCE NORTH 37°39’33” EAST 133.517 FEET; THENCE NORTH 14°39’44”  
EAST 119.064 FEET; THENCE NORTH 12°08’42” WEST 266.127 FEET; THENCE  
NORTH 28°04’54” WEST 75.321 FEET; THENCE NORTH 53°52’07” WEST 97.675  
FEET; THENCE NORTH 57°56’52” WEST 95.168 FEET; THENCE NORTH 49°24’34”**

**WEST 32.683 FEET; THENCE NORTH 22°53'19" WEST 104.834 FEET; THENCE NORTH 03°22'04" WEST 105.622 FEET; THENCE NORTH 06°36'30" WEST 85.295 FEET; THENCE NORTH 38°51'03" WEST 161.833 FEET; THENCE NORTH 74°42'51" WEST 158.857 FEET; THENCE NORTH 66°20'26" WEST 122.773 FEET; THENCE NORTH 43°40'58" WEST 153.798 FEET; THENCE NORTH 23°52'23" WEST 107.724 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DESERT CANYONS PARKWAY ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID ROADWAY DEDICATION AND THE SOUTHEASTERLY BOUNDARY OF THE DESERT BLUFF AT DESERT CANYONS TOWNHOMES – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, THE FOLLOWING (6) SIX COURSES: (1) NORTH 69°07'22" EAST 324.407 FEET TO A POINT OF CURVATURE; (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 642.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°08'27", A DISTANCE OF 551.051 FEET; (3) SOUTH 88°09'52" EAST 16.475 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 29°33'51" WEST); (4) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°44'04", A DISTANCE OF 42.367 FEET TO A POINT OF REVERSE CURVATURE; (5) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 650.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°42'48", A DISTANCE OF 19.436 FEET; AND (6) NORTH 31°35'07" EAST 174.774 FEET TO THE POINT OF BEGINNING.N**



**LONG-TERM STORMWATER MAINTENANCE AGREEMENT**

Exhibit B

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

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

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## EXHIBIT C

### Long-Term Stormwater Management Plan

for:

Desert Cliffs Phases 1-3  
3900 E. Desert Canyons Parkway  
St. George, UT 84790

Owner:

Desert Canyons Land, LLC  
1472 E. 3950 S.  
St. George, UT 84790  
curt@developmentsolutions.com

Property Manager:

Desert Canyons Development, Inc.  
1472 E 3950 S  
St. George, UT 84790  
Curt Gordon, curt@developmentsolutions.com

**SG-5-3-36-130**

**See Attached**

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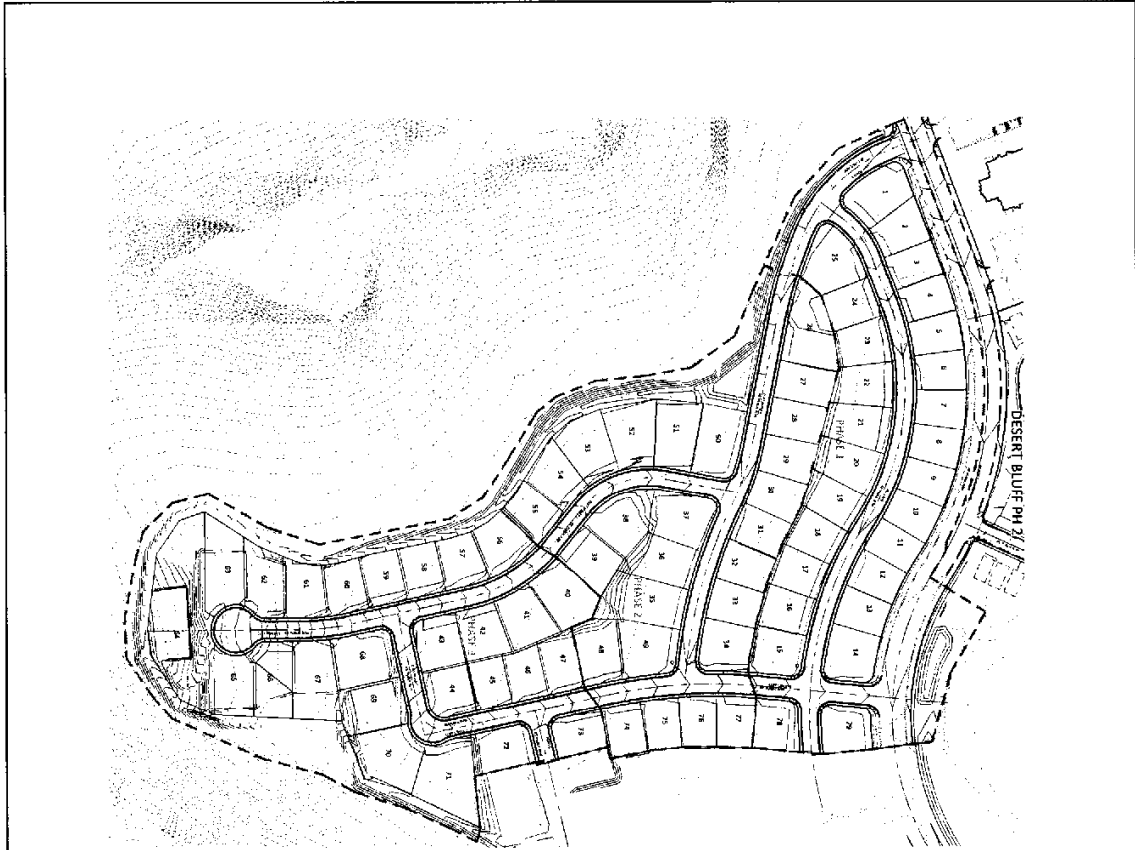
## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including St. George 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, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

## **CONTENTS**

SECTION 1: SITE DESCRIPTION, USE AND IMPACT  
SECTION 2: TRAINING  
SECTION 3: RECORDKEEPING  
SECTION 4 APPENDICES



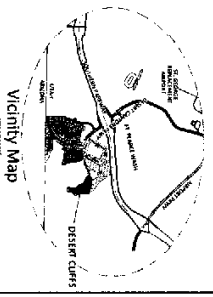
**CONSTRUCTION DRAWINGS**  
 FOR  
**DESERT CLIFFS**  
**PHASES 1, 2, 3**  
 LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 26  
 AND THE NORTH ONE-HALF OF SECTION 35, TOWNSHIP  
 43 SOUTH, RANGE 15 WEST, S.L.B. & M.

**GENERAL NOTES**

1. ALL EXISTING UTILITIES (POWER, GAS, WATER, SEWER, TELEPHONE, CABLE, ETC.) SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY UNEXPECTED UTILITIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. GEORGE STANDARD SPECIFICATIONS AND THE UTAH STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
3. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF ST. GEORGE STANDARD SPECIFICATIONS AND THE UTAH STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ST. GEORGE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ST. GEORGE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.
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13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ST. GEORGE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.

**SHEET INDEX**

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83	PHASE 82
84	PHASE 83
85	PHASE 84
86	PHASE 85
87	PHASE 86
88	PHASE 87
89	PHASE 88
90	PHASE 89
91	PHASE 90
92	PHASE 91
93	PHASE 92
94	PHASE 93
95	PHASE 94
96	PHASE 95
97	PHASE 96
98	PHASE 97
99	PHASE 98
100	PHASE 99
101	PHASE 100



**SITE DATA:**

OWNER:	FOR
DATE:	12/15/2019
PROJECT NAME:	DESERT CLIFFS
DATE:	12/15/2019

**NOTES:**

1. ALL UTILITIES TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

**OWNER/DEVELOPER:**

DESERT CLIFFS DEVELOPMENT, INC.  
 170 EAST ST. GEORGE BLVD. SUITE 8500  
 ST. GEORGE, UT 84790  
 PHONE: (435) 678-2131 FAX: (435) 674-3553  
 WWW.DS-UTAH.COM

**CONTACT:**

NAME: [REDACTED]  
 PHONE: [REDACTED]  
 EMAIL: [REDACTED]

**FLOOD NOTE:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ST. GEORGE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.

**DUST CONTROL:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ST. GEORGE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.

	<b>DEVELOPMENT SOLUTIONS, INC.</b> CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS 170 East St. George Blvd Suite 8500 St. George, UT 84790 Office (435) 678-2131 Fax (435) 674-3553 www.ds-utah.com	<b>DESERT CLIFFS</b> AT DESERT CANYONS ST. GEORGE, UTAH COVER SHEET	
	1 OF 25 TOTAL	SHEET NO.	TOTAL SHEETS





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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.

Stormwater infrastructure consists of public streets including curb & gutter, sidewalk and pavement, storm drain collection and conveyance, surface collection drainage ditches, and two sediment basins. All stormwater conveyances discharge to the ephemeral Ft. Pearce Wash drainage.

Surface collection drainage ditches border the Desert Cliffs subdivision on the south and west. The drainage ditches are designed to collect and convey stormwater runoff generated on the steep natural slopes surrounding the southerly and westerly subdivision boundaries. The drainage ditches are lined with rip-rap to control erosion. An earthen berm having an approximate 8 ft wide access path is constructed adjacent to the drainage ditches. Sediment Basin #1 is located at the terminus of the westerly drainage ditch. The sediment basin is designed to pond runoff from the 80<sup>th</sup> percentile storm event. Runoff in excess of the 80<sup>th</sup> percentile event will spill into the storm drain system. Detained runoff will slowly drain from the pond through a buried and filtered subdrain system to the storm drain system.

The public storm drain system includes a low flow/initial flow diversion at SDMH #446. The diverted flow is conveyed within a secondary storm drain system to Sediment Basin #2, located immediately north of Desert Canyons Parkway. The sediment basin is designed to pond runoff from the 80<sup>th</sup> percentile storm event. Runoff in excess of the 80<sup>th</sup> percentile event will collect and spill into the Ft. Pearce Wash drainage. Detained runoff will slowly drain from the pond through a buried and filtered subdrain system to the storm drain system.

The surface drainage ditches and sediment basins are located in Common Area. Ownership and maintenance of these facilities will be the responsibility of the Desert Cliffs Homeowner's Association. All stormwater facilities are illustrated on Figure 1.

### **Common Area Landscaping**

Common Area landscape maintenance 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 may settle in the storm drain system increasing maintenance cost and solid and dissolved waste in runoff can pass through the storm drain system ultimately polluting the Virgin River. The primary pollutant impairing the Virgin River is organic material, so it is vital that our paved areas with direct connection to the City storm drain

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systems remain clean of landscape debris. Use our Landscape Maintenance SOP to prevent this potential pollution source from affecting the Virgin River.

### **Common Area Storm Drain System**

The public storm drain inlets and common area drainage ditches direct stormwater runoff to sedimentation ponds 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. The sediment basins are susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm the Virgin River. Also the stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain the common area storm drain facilities to protect the Virgin River and prevent mosquito breeding. Use our Storm Drain Maintenance SOP manage the storm drain system responsibly.

### **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 an attached spreadsheet.

### **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to St. George City Stormwater division annually.



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## SECTION 4:

### **Long-Term BMP's inspection and maintenance schedule**

Long-Term BMP's are required to be inspected by a qualified person during the installation to ensure the control is properly installed, with follow up inspections and a maintenance schedule as provided below. A list of BMP's and inspection schedule is shown below as listed in Exhibit B.

List of BMP's	Describe the inspection and maintenance schedule
Common Area Drainage Ditches	Once annually
Sediment Basins	Once annually

## SITE DRAWINGS AND DETAILS

See attached.

## SOPs

### ***Common Area Landscape Maintenance Operations***

#### ***Standard Operating Procedure (SOP)***

##### **PURPOSE:**

To protect stormwater by properly preventing any solids, liquids or any light weight material from being carried away from common area landscaping by wind or water including application of pesticides, herbicides, & fertilizers.

##### **PROCEDURE:**

1. Preparation:
  - a. Make sure to follow all recommended SDS and MSDS instructions before handling any chemicals.
  - b. Make sure all pesticide application is conducted following manufacturer's recommendations.
  - c. Time and apply the application of fertilizers, herbicides or pesticides according to the manufacturer's recommendation for best results ("Read the Label").
2. Process:
  - a. Follow the manufacturer's recommendations for mixing, applying, and disposing of pesticides ("Read the Label").
  - b. Grooming:

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- 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 Operation – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately.
  - Remove or contain all erodible or loose material prior to forecast wind and precipitation events, before any non-stormwater will pass through or over the site.
  - Landscape project materials and waste can usually be contained or controlled by operational BMP's.
  - 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 forecasts are clear.

### 3. Cleanup

- a. 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.
- b. 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
- 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

### 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.

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## **Common Area Storm Drain Maintenance Operations**

### Standard Operating Procedure

#### **PURPOSE:**

To prevent pollution of stormwater from sediment and debris.

#### **PROCEDURE:**

1. Preparation:
  - a. Train all employees at hire and annually.
  - b. Locate Storm Drain
  - c. Inspect for need
  
2. Process:
  - a. Schedule cleaning for outlet boxes and pipe that contain 2" or more of sediment and debris.
  - b. Remove debris by mechanical means or vacuum operated machinery
  - c. When accumulations are mostly floating debris this material can be removed with a net.
  - d. Schedule cleaning of sediment basins where more than 12" of sediment and debris have accumulated.
  - e. Schedule cleaning and maintenance/repair of common area drainage ditches as needed following runoff events.
  
3. Cleanup
  - a. Dispose of waste collected by machinery in flat common areas located adjacent to sedimentation basins.
  - b. Disposal of hazardous waste
    1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
    - ii. Disposal of waste collected from sanitary sewer device at regulated facilities.

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## **General Construction Maintenance**

### Standard Operating Procedure

#### **PURPOSE:**

To prevent any solids, liquids or light-weight materials from being carried away from the construction or maintenance project by wind or water to the storm drain.

#### **PROCEDURE:**

1. Preparation:
  - a. This SOP should provide sufficient direction for many of the general operations, e.g., curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.
  - b. Training at hire and annually.
2. Process:
  - a. Maintain any stormwater inlet structural controls in-place during all construction phases.
  - b. Project materials and waste can be contained or controlled by operational or structural best management practices.
    - Operational; including but not limited to:
      - Avoiding multiple day staging of backfill and spoil
      - Haul off spoil as generated or daily
    - 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.
3. Cleanup:
  - a. Use dry cleanup methods, e.g. square nose shove and broom.
  - b. Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
  - c. When a broom and a square nosed shovel cannot pick any appreciable amount of material.

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

## Spill Control

### Standard Operating Procedure

#### PURPOSE:

To protect stormwater by educating employees on proper spill cleanup procedures, state reporting requirements, and preventative actions.

#### PROCEDURE:

1. Always:
  - a. Stop the source of the spill, if possible, to safely do so.
  - b. Contain any liquids, if possible, to safely do so.
  - c. Cover the spill with absorbent material such as kitty litter, sawdust, or oil absorbent pads. Do not use straw or water (See SOP #8 Petroleum and Chemical Disposal).
  - d. Petroleum spills involve, but are not limited to: crude oil, gasoline, various fuel oils, lubricating oil, hydraulic oil, asphaltic residuals.
  - e. Report a petroleum spill (435) 627-4142 if:
    - i. The spill is greater than 25 gallons, or
    - ii. The spill cannot be immediately contained, or
    - iii. The spill and/or contamination cannot be completely removed within 24 hours, or
    - iv. There is an impact or potential impact to ground/surface water.
    - v. IF IN DOUBT, REPORT THE SPILL!
  - f. Hazardous materials spills involve non-oil spills that pose a threat to human health or the environment, such as chemical releases.
    - i. Report any discharge of hazardous waste immediately (within one hour) to local emergency officials (fire department), then contact Health Department Emergency Response Team (435) 673-3528.
    - ii. Contact local fire department (435) 627-4150
    - iii. Develop and maintain a Spill Prevention, Control, and Countermeasure (SPCC) Plan if the facility stores more than 1,320 gallons of petroleum.
  - g. Fit petroleum and chemical storage containers with secondary containment structures.
  - h. Keep a spill kit in areas where petroleum or hazardous materials are stored.
  - i. Train employees in spill response procedures and equipment.

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- j. Deploy containment booms if spill could potentially reach a storm drain or water body.
  - k. Position mats to contain drips from equipment or vehicles until they can be repaired.
2. Cleanup:
- a. NEVER WASH SPILLS TO THE STORM DRAIN SYSTEM
  - 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.
  - c. Follow SDS requirements but usually most spills can be disposed per the following b. & c.
  - d. Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
  - e. 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.
3. Documentation:
- a. Document all spills in spreadsheet.
4. SDS sheets:
- a. SDS Manual is filed in break room.
5. 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 that are required by the SDS Manuals for chemicals used by the company.
8. Training:
- a. Annually and at hire.

## PLAN RECORDKEEPING DOCUMENTS





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**MAINTENANCE LOG**

Date	Maintenance performed (What, Where, When)	Observations (Weather, Location, Comments)	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log

### Annual SOP Training Log per Section 2

Topic	Presenter	Attendees	Date

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