



STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 18 day of NOVEMBER, 2020, by and between VHD, 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 330 S 570 W 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 87183:2021 PG 1 of 44
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 May 10 11:06 am FEE 0.00 BY JR
RECORDED FOR AMERICAN FORK CITY

Approved as to form:
Attorney for American Fork City

Page 1

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.

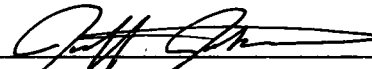
SECTION 21 AMENDMENTS

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: November 18, 2020.

By: 
 Its: JEFF JACKSON
HANDSING MEMBER

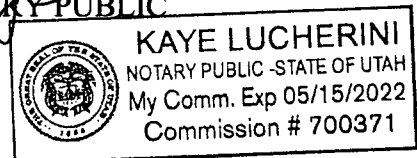
NOTARIZATION

STATE OF UTAH)
) :ss
 COUNTY OF UTAH)

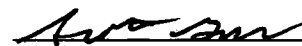
The above Agreement was executed on this 18 day of November, 2020 by Jeff Jackson, for and on behalf of Jeff Jackson, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.


 NOTARY PUBLIC

AMERICAN FORK CITY



Date: March 10, 2021.


 Scott Sensanbaugher
 Director of Public Works

ATTEST:

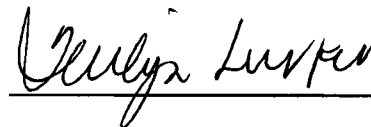


EXHIBIT A**Legal Description**

BEGINNING AT A POINT LOCATED SOUTH 00°24'14" WEST ALONG THE SECTION LINE 2523.79 FEET AND WEST 729.57 FEET FROM THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 32.09 FEET (CHORD BEARS SOUTH 44°02'24" EAST 28.75 FEET) TO THE WESTERLY RIGHT-OF-WAY OF 570 WEST STREET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF 570 WEST STREET THE FOLLOWING FOUR (4) CALLS: SOUTH 01°55'12" WEST 160.27 FEET, SOUTH 02°48'55" WEST 122.35 FEET, SOUTH 01°46'45" WEST 289.15 FEET, SOUTH 00°44'34" WEST 230.53 FEET; THENCE NORTH 89°05'35" WEST 14.01 FEET; THENCE THENCE ALONG AN EXISTING FENCE LINE AND A BOUNDARY (FENCE) LINE AGREEMENT (ENTRY NUMBER 90530 YEAR 1996) AS RECORDED AT THE UTAH COUNTY RECORDERS OFFICE THE FOLLOWING TWO (2) CALLS: NORTH 89°05'35" WEST 489.89 FEET, SOUTH 01°04'35" WEST 234.78 FEET; THENCE NORTH 89°30'23" WEST ALONG AN EXISTING FENCE LINE AND FENCE LINE AGREEMENT (ENTRY NUMBER 48935 YEAR 2003) AS RECORDED AT THE UTAH COUNTY RECORDERS OFFICE 539.79 FEET TO THE EASTERLY PROPERTY LINE OF THE 700 WEST STREET CORRIDOR PRESERVATION DEDICATION AS RECORDED IN A WARRANTY DEED (ENTRY 56995 YEAR 2014) IN FAVOR OF AMERICAN FORK CITY; THENCE NORTH 01°10'30" EAST ALONG SAID EASTERLY PROPERTY LINE OF THE 700 WEST STREET CORRIDOR PRESERVATION DEDICATION 1248.51 FEET TO THE EASTERLY RIGHT-OF-WAY OF 700 WEST STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF 700 WEST STREET THE FOLLOWING FOUR (4) CALLS: ALONG AN ARC OF A 1139.00 FOOT RADIUS CURVE TO THE LEFT 6.44 FEET (CHORD BEARS NORTH 04°53'30" WEST 6.44 FEET), NORTH 05°03'12" WEST 76.78 FEET, ALONG AN ARC OF A 1061.00 FOOT RADIUS CURVE TO THE RIGHT 108.75 FEET (CHORD BEARS NORTH 02°07'02" WEST 108.70 FEET), NORTH 00°49'09" EAST 20.30 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 89°24'00" EAST ALONG AN EXISTING FENCE LINE 269.41 FEET; THENCE SOUTH 89°40'03" EAST ALONG AN EXISTING FENCE LINE 286.68 FEET TO THE WESTERLY BOUNDARY LINE OF FENN ACRES SUBDIVISION PLAT "B"; THENCE SOUTH 01°10'30" WEST ALONG THE WESTERLY BOUNDARY LINE OF FENN ACRES PLAT "B" AND AN EXISTING FENCE LINE 386.98 FEET TO THE SOUTHERLY BOUNDARY OF FENN ACRES PLAT "B"; THENCE EAST ALONG SAID PLAT 482.28 FEET TO THE WESTERLY PROPERTY LINE OF 570 WEST STREET CORRIDOR PRESERVATION DEDICATION AS RECORDED IN A WARRANTY DEED (ENTRY 56995 YEAR 2014) IN FAVOR OF AMERICAN FORK CITY; THENCE SOUTH 00°44'34" WEST ALONG SAID WESTERLY PROPERTY LINE OF 570 WEST STREET CORRIDOR PRESERVATION DEDICATION 24.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 300 SOUTH STREET; THENCE EAST ALONG SAID SOUTHERLY RIGH-OF-WAY 6.70 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING PARCEL NUMBER 13:043:0084, WHICH IS CURRENTLY IN FAVOR OF VEHA T. & MIKENZE MARIE SOUPHOM, WARRANTY DEED ENTRY 71284 YEAR 2020 AND TOGETHER WITH A RIGHT-OF-WAY FOR INGRESS AND EGRESS AS RECORDED IN THE UTAH COUNTY RECORDER OFFICE. AREA = 1,196,143.24 SQUARE FEET / 27.46 ACRES. THE BASIS OF BEARING IS BETWEEN THE NE CORNER TO THE E 1/4 CORNER OF SECTION 22, T5S, R1E, S.L.B. & M., WITH A BEARING OF SOUTH 00°24'14" WEST. NAD83 COORDINATE SYSTEM.

TOTAL NUMBER OF LOTS: 78

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

TOTAL NUMBER OF PARCELS: 9
Lots 1-79, Parcels A-J

All parcels of
Fenn Farms as it is recorded on the plat.

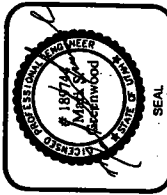
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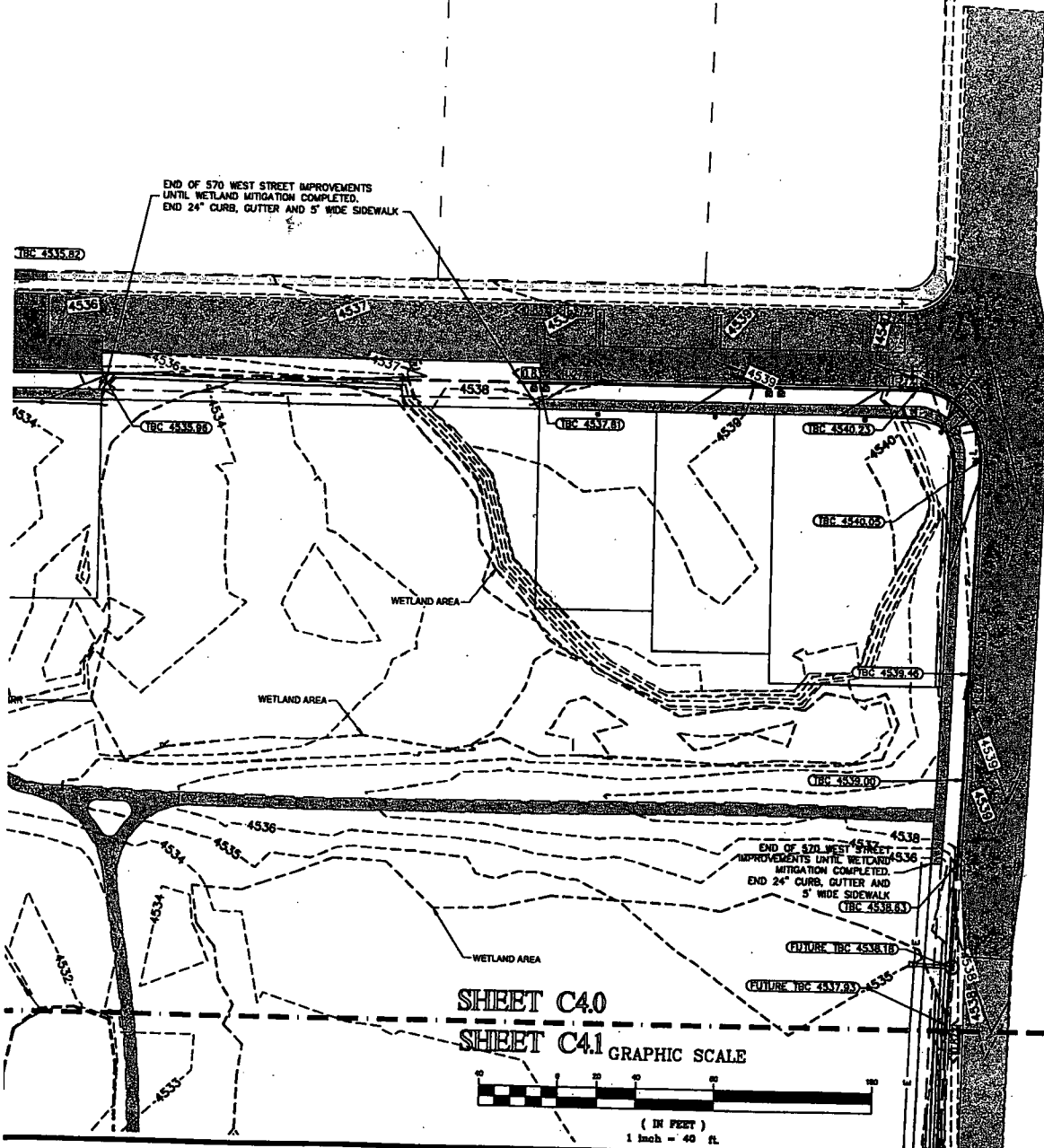
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THE ESTATES AT FENN FARMS PLAT "A"
MICHAEL BECK
GRADING PLAN

No.	Revision	Date

C4.0
OF SHEETS
Proj # 730 - 1224

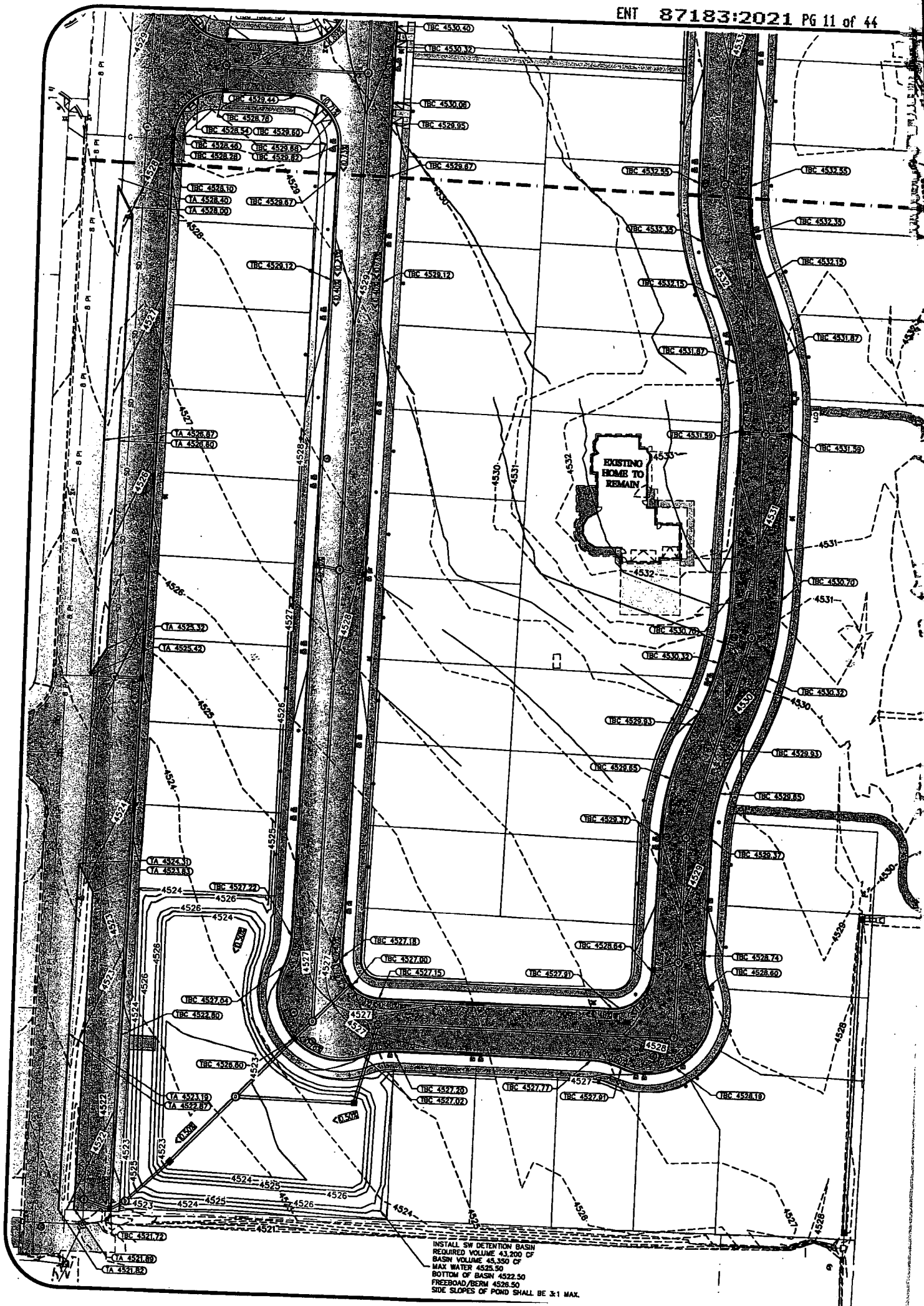
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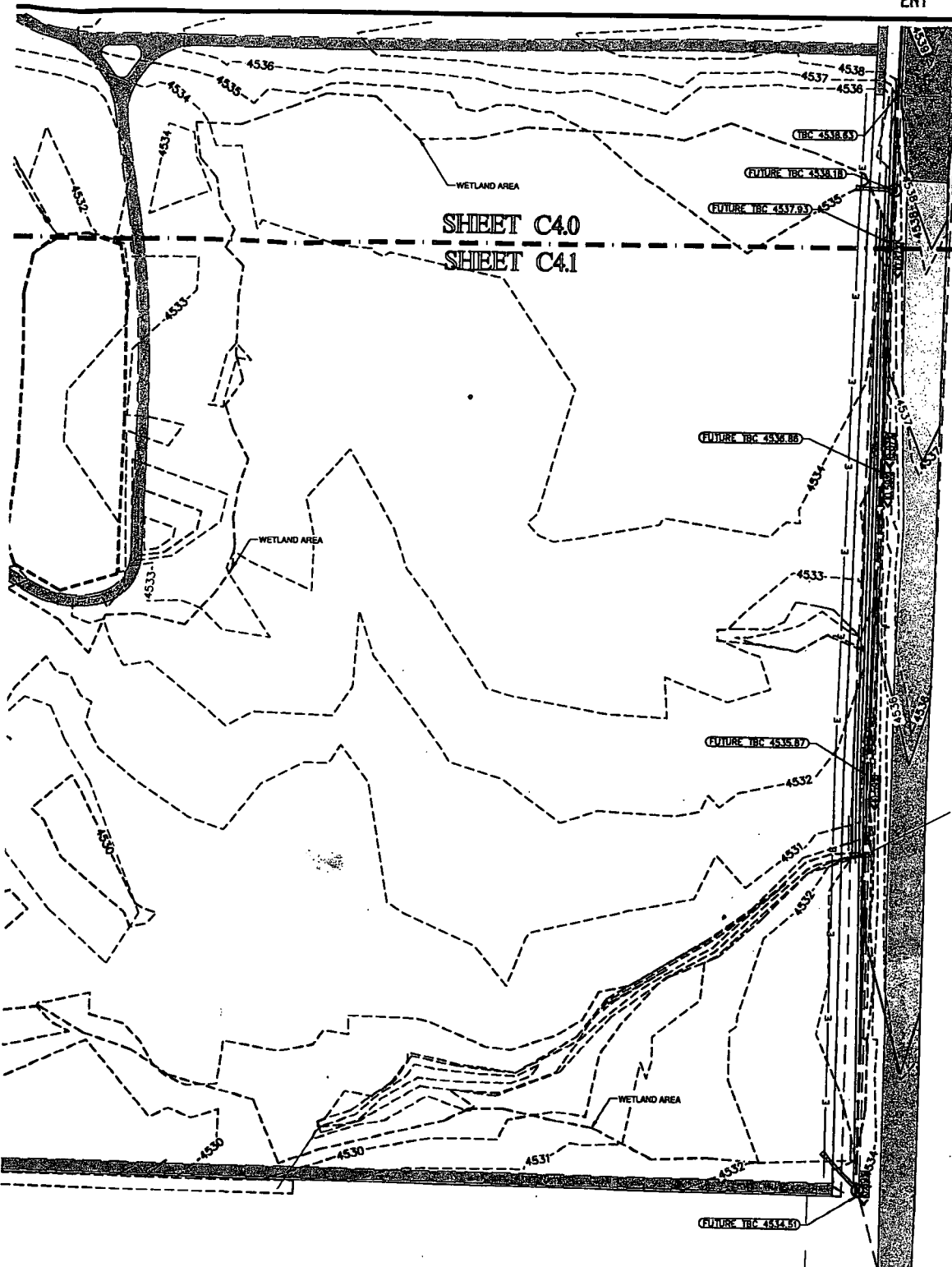


SHEET C4.0
SHEET C4.1 GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



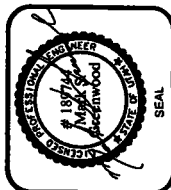
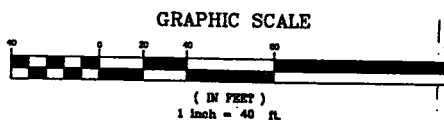


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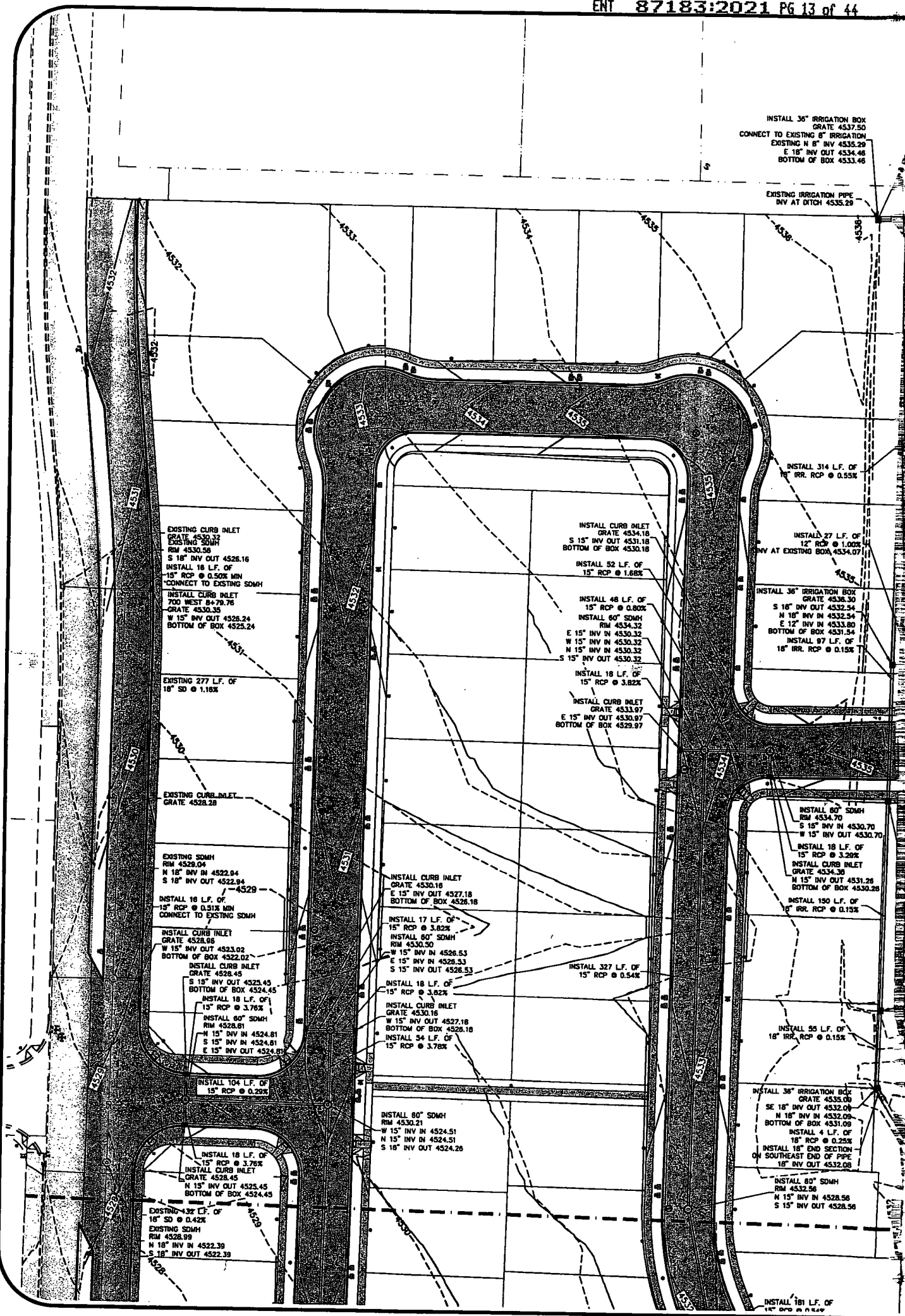
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THE ESTATES AT FENN FARMS PLAT "A"
MICHAEL BECK
GRADING PLAN

No.	Revision	Date

C4.1
OF SHEETS
Proj # 730 - 1224

NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF A.L.M. & ASSOCIATES, INC. ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF A.L.M. & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

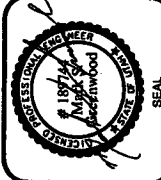


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THE ESTATES AT FENN FARMS PLAT "A"

MICHAEL BECK

DRAINAGE PLAN

No.	Revision	Date

C4.2
OF SHEETS

Proj # 730 - 1224

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH DEPARTMENT OF HERITAGE AND ARTS, DIVISION OF LAND AND NATURAL RESOURCES, ENGINEERING AND CONSTRUCTION STANDARDS, AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS, DIVISION OF LAND AND NATURAL RESOURCES, PLANNING AND DEVELOPMENT STANDARDS.

INSTALL 36" IRRIGATION BOX
GRATE 4537.50
S 18" INV OUT 4534.25
W 18" INV IN 4534.25
BOTTOM OF BOX 4533.25
INSTALL 21 L.F. OF
15" IRR. RCP @ 1.00%

EXISTING SO MANHOLE
RM 4536.05
INV 4532.85

EXISTING SO BOX
RM 4533.37
W 4" INV 4534.07
REPLACE WEST 4" CONNECTION
WITH 12" CONNECTION
REBUILD/REPLACE BOX AS NEEDED
12" INV OUT 4534.07

EXISTING SO CURB INLET
GRATE 4535.06
N 12" INV OUT 4533.16

ALL 36" IRRIGATION BOX
E 4536.75
INV OUT 4532.69
W INV IN 4532.36
OM OF BOX 4532.39

INSTALL 36" IRRIGATION BOX
GRATE 4537.50
CONNECT TO EXISTING 12" IRRIGATION PIPE
EXISTING 8" 12" INV ~ 4532.5
S 18" INV OUT 4532.17
W 18" INV IN 4532.17
BOTTOM OF BOX 4531.17
EXISTING 12" IRRIGATION PIPE

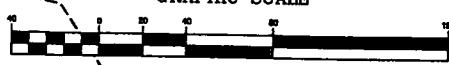
EXISTING DITCH

EXISTING 8 L.F. OF 24" IRRIGATION PIPE
INV 4530.90

SHEET C4.2

SHEET C4.3

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

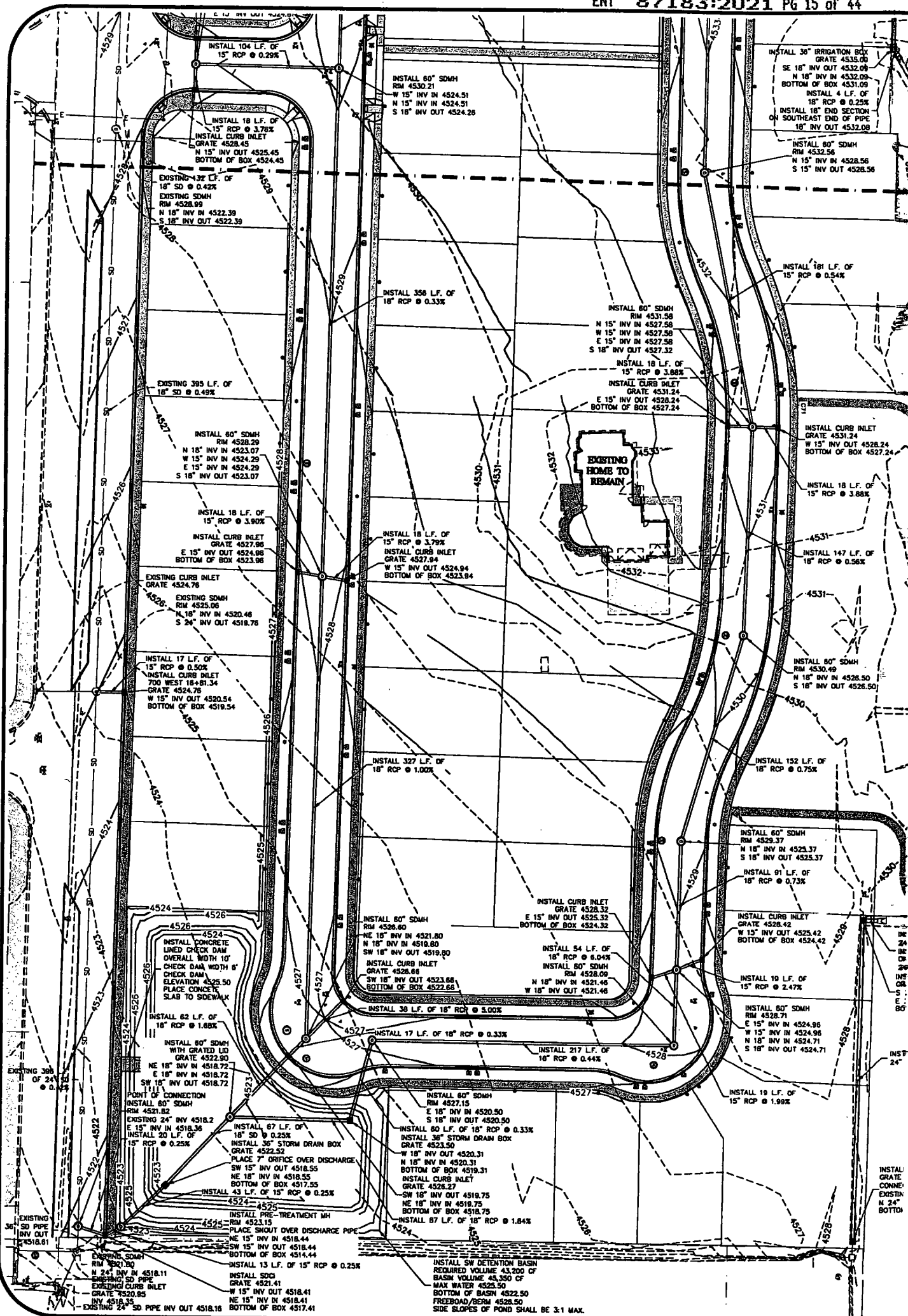
570 WEST STREET IMPROVEMENTS
HELD OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 60' PRE-TREATMENT MH
WITH CURB INLET GRATE AND 15" SLOUT
GRATE 4537.85
W 15" INV OUT 4534.85
BOTTOM OF BOX 4530.85

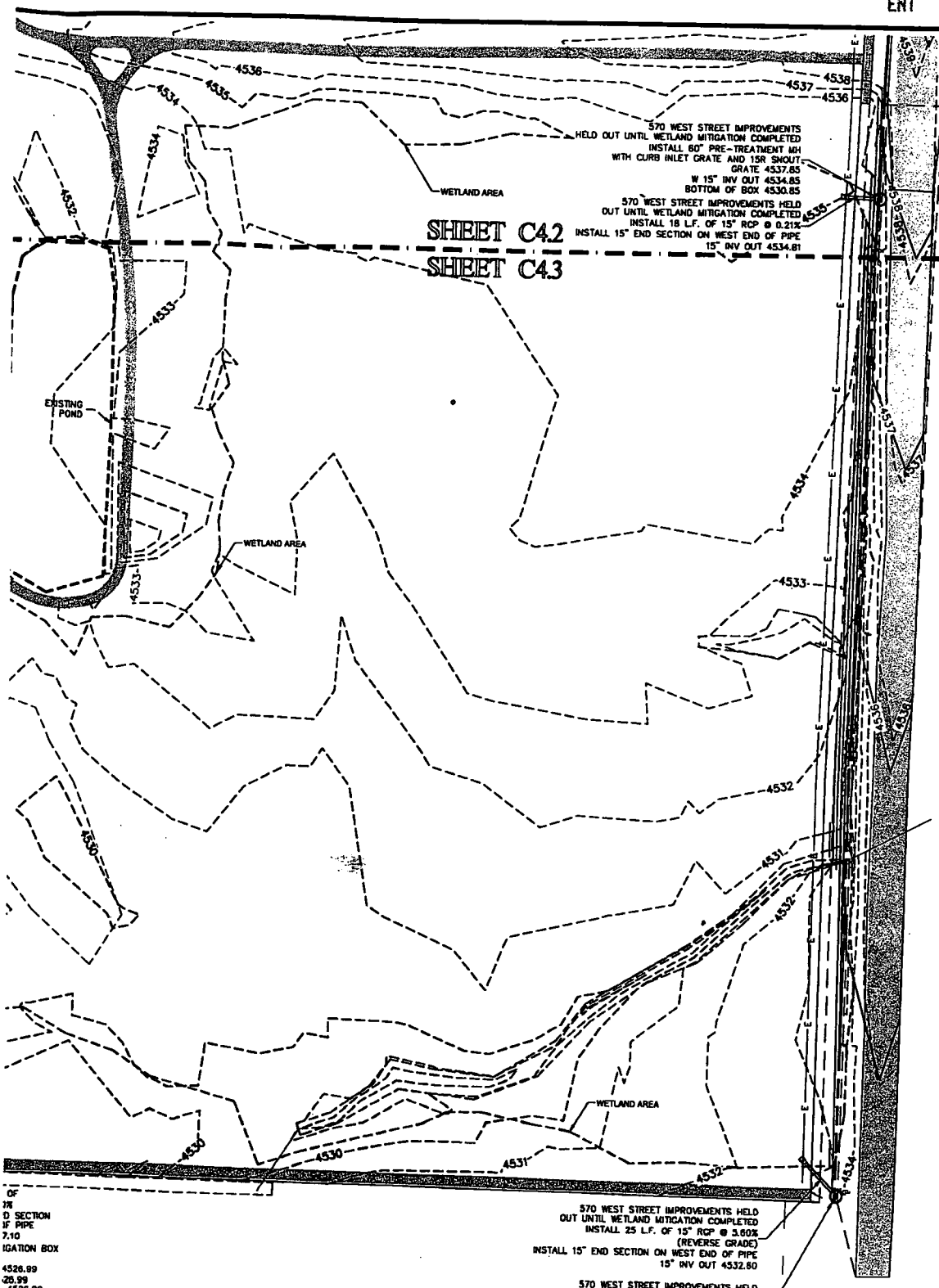
570 WEST STREET IMPROVEMENTS HELD
OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 18 L.F. OF 15" RCP @ 0.21%
INSTALL 15' END SECTION ON WEST END OF PIPE
15" INV OUT 4534.81

WETLAND AREA

WETLAND AREA

WETLAND AREA





~~SHEET C4.2~~
~~SHEET C4.3~~

570 WEST STREET IMPROVEMENTS HELD OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 60" PRE-TREATMENT M-
WITH CURB INLET GRATE AND 15R SNOUT
GRATE 4537.85
W 15" INV OUT 4534.85
BOTTOM OF BOX 4530.85

570 WEST STREET IMPROVEMENTS HELD OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 18 L.F. OF 15" RCP @ 0.21%
INSTALL 15' END SECTION ON WEST END OF PIPE
15" INV OUT 4534.85

570 WEST STREET IMPROVEMENTS HELD
OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 25 L.F. OF 15" RCP @ 3.60%
(REVERSE GRADE)
INSTALL 15" END SECTION ON WEST END OF PIPE
15" INV OUT 4532.80

570 WEST STREET IMPROVEMENTS HELD
OUT UNTIL WETLAND MITIGATION COMPLETED
INSTALL 60" PRE-TREATMENT WH
WITH CURB INLET GRATE AND 15R SNOOT
GRATE 4534.20
NW 15" INV IN 4531.20
BOTTOM OF BOX 4527.20

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01/11/2021
muyema

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ON BOX
3 24" PIPE
6525.34
4
4.34

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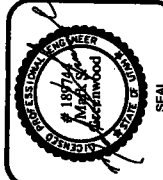
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GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft



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THE ESTATES AT FENN FARMS PLAT "A"

MICHAEL BECK

DRANAGE PLAN

No.	Revision	Date

C4.3
OF SHEET

Proj # 730 - 1224

[illegible]

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

EXHIBIT B c

Long-Term Stormwater Management Plan

for:

Fenn Farms
330 South 570 West
American Fork, UT 84003

PURPOSE AND RESPONSIBILITY

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

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

Utah Lake is impaired but does have a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

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.

Instructions:

- The purpose of this section is to help the Operator understand that the property can impact water quality and why it is important to maintain the property according to this LTSWMP.
- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOP that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Parking, Sidewalk and flatwork

[Describe the impervious infrastructure and how its presence and maintenance practices can impact water quality. When paved surfaces are designed to include LID infrastructure, describe the water quality benefits. Incorporating LID infrastructure can reduce the level of controls necessary for SOPs. Indentify the necessary SOPs and include them in Appendix B]

Any sediment, leaves, debris, spilt fluids or other waste that collects on our asphalt and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system ultimately polluting Utah Lake. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements. The SOPs for the project include silt fences, inlet protection, and a staging location to eliminate excess runoff. Visual inspection will happen weekly in the spring and summer months and be reduced to monthly in the winter months or as weather conditions require.

Landscaping

[Describe the vegetation and/or xeriscape infrastructure and how its presence and maintenance practices impacts water quality. When the landscape design includes LID infrastructure, describe the water quality benefits. Incorporating LID designs into landscape infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting Utah Lake. The primary pollutant impairing Utah Lake is organic material so it is vital that our paved areas with direct connection to the City storm drain systems remain clean of landscape debris. Landscape maintenance will occur on a weekly basis in the growing months and be reduced to monthly visits in the wintertime or as weather requires. See the HOA documents concerning landscape maintenance.

Storm Drain System

[Describe the stormwater system including surface, impoundment, conveyance system and structural water quality infrastructure and how its presence and maintenance practices impacts water quality. Incorporating LID designs and structural water quality devices into stormwater infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

The storm drain inlets direct all runoff to a detention pond and though a stormwater treatment system on parcel J. Parcel J is designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm Utah Lake. Also, our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect Utah Lake and prevent mosquito breeding. The storm drain system will be visually inspected weekly by the landscape maintenance company in the spring and summer and will be reduced to monthly visits in the winter and fall or as the weather requires. See the HOA documents concerning the storm drain system maintenance.

Waste Management

[Describe the waste management system infrastructure and how its presence and maintenance practices impacts water quality. When the waste control design includes LID infrastructure, describe the water quality benefits. Incorporating LID into waste control infrastructure can reduce the level of controls necessary for the SOP. Identify the necessary SOPs and include them in Appendix B]

Our 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management

systems, if managed improperly, can become the source of the very pollution that they were intended to control.

The HOA management company will weekly visit the site for maintenance of the common areas. At that time the contracted maintenance company will do a site inspection and pick up all garbage and trash onsite. The contractor will take the waste and deposit it at the appropriate solid waste dump. In the winter as HOA maintenance is reduced by weather conditions, the management company will monthly visit the site for inspection and collection all garbage and trash and deposit the waste at the solid waste dump. See the HOA documents for waste management maintenance.

Utility System

[Describe the utility infrastructure and how its presence and maintenance practices impacts water quality. Incorporating LID into the building utility infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Our roof top utility system is exposed to our roof drains which drain to landscape areas on individual lots. This heating and air conditioner unit contains oils and other chemicals that can harm Utah Lake if allowed to drain off our property.

Snow and Ice Removal Management

[Describe the snow and ice operations and how it can impact water quality. Incorporating LID designs can reduce the level of controls necessary for SOPs necessary to manage this operation. Identify the necessary SOPs and include them in Appendix B]

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources. Snow and ice removal will occur as weather events require. See the HOA documents outlining the snow removal and maintenance.

Equipment / Outside Storage

[Describe any outside storage facilities or operations and how it can impact water quality. Incorporating LID designs can reduce the level of controls necessary to manage impacts caused by outside storage and related functions. Identify the necessary SOPs and include them in Appendix B]

There are outside or equipment storage facilities onsite.

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 American Fork City Stormwater Division annually.

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

SECTION 4: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

[Insert Site Drawings and Details following the blue text]

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

APPENDIX B – SOPs

See the included HOA documents for additional detail. Should questions arise concerning the Long-Term Stormwater Management Plan (LTSWMP) or if there is a need to amend the SOPs a representative from the declarant will be the best contact. Currently Visionary Homes 2020, LLC is the declarant and the best contact is Parker McGarvey (pmcgarvey@visionaryhomes.com). At such time the declarant changes the HOA management company will provide a contact person that will address any and all changes to the SOPs.

Pavement Maintenance Operations

General:

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

1. Purpose and Selection:

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

2. Regular Procedure:

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

4. Disposal Procedure:

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

5. Training:

- a) Annually and at hire

Landscape Maintenance Operations

General:

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

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

1. Application:

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

2. Maintenance Procedure:

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

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

- Maintenance will occur weekly in the growing months and monthly in the wintertime or as needed per weather conditions.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

Waste Management Operations

General:

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

1. Application:

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

2. Waste Collection Devices (Exposed units):

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

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

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

Generally the waste prohibited by the NPSWSSD is:

➤ Liquid:

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

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

bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for wholesale disposal of outdated or spent liquid hazardous waste. When disposal of outdated or spent liquid is needed or for questions of how to dispose of other waste, contact the Utah County Health Department (UCHD) for instructions and locations.

4. Waste Disposal Required for NPSWSSD or other:

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

5. General Staff Maintenance Practices:

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
 1. Closing lids
 2. Reposition tipped receptacles upright.
 3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
 4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.
 5. Visual site inspection will occur on a weekly basis in the spring and summer months and monthly in the wintertime or as weather conditions may require. The visual inspection will inspect all HOA managed facilities, including common areas, detention ponds, storm drain facilities, and streets. All waste/garbage/trash collected will be removed by the contractor and disposed of at the NPSWSSD site.

6. Training:

- a) Annually and at hire

Storm Drain Maintenance Operations

General:

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

1. Procedure:

- a) Inspect for need:
 - 1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
 - 2. Remove debris by vacuum operated machinery.
 - 3. When accumulations are mostly floating debris this material can be removed with a net.
 - 4. Inspect standing water for mosquito larvae and contact the Utah County Health Department when necessary.
 - 5. The HOA management company will update American Fork City staff at any time the storm drain maintenance operations change.
 - 6. The detention pond may require additional maintenance that will be performed on an as needed basis in addition to the contracted maintenance plan. Proper maintenance and clean-up will include weed removal, keeping the grass trim, trash/garbage removal, and removal of excess sediment as outlined above.

2. Disposal Procedure:

- a) Dispose of waste collected by machinery at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- d) Disposal of waste (any trash, garbage, or solid waste that can prohibit flow that may blow, collect, or be dumped) collected from sanitary sewer device at regulated facilities.
- e) Storm drain maintenance will occur on a weekly basis in the summer and spring months and monthly in the fall and winter months or as weather conditions require.

3. Training:

- a) Annually and at hire

Pavement Washing Operations

General:

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

1. Procedure:

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

2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact American Fork Public Works.
- b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

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

3. Training:

- a) Annually and at hire

Snow and Ice Removal Management

General:

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

1. Application:

- a) Parking and sidewalk winter management operations.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
All salt or equivalent will be stored by the maintenance contractor at the contractors home office and will be brought into the site on an as needed basis.
- 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.
- e) Snow removal and de-icing will occur on an as needed basis per weather conditions.

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.

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

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

1. Application:

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

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

- c) Inspect 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) Maintenance during construction months will occur on a daily basis and each individual contractor will be responsible for their waste and clean-up.
- e) Cleanup:
 - Use dry cleanup methods, e.g. square nose shove and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- f) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

- b) Annually and at hire.

Spill Control

General:

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

1. Rational:

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

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 - 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, DWQ, Utah County Health Department, American Fork City.
 - 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Utah County Health Department and/or American Fork City.
 - 3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
 - 4. Contact Numbers:
HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123
Utah County Health Department – 801-851-7000
American Fork City – 801-763-3000

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:

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

4. DISPOSAL:

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

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

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

8. Training:

- a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

[illegible]

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

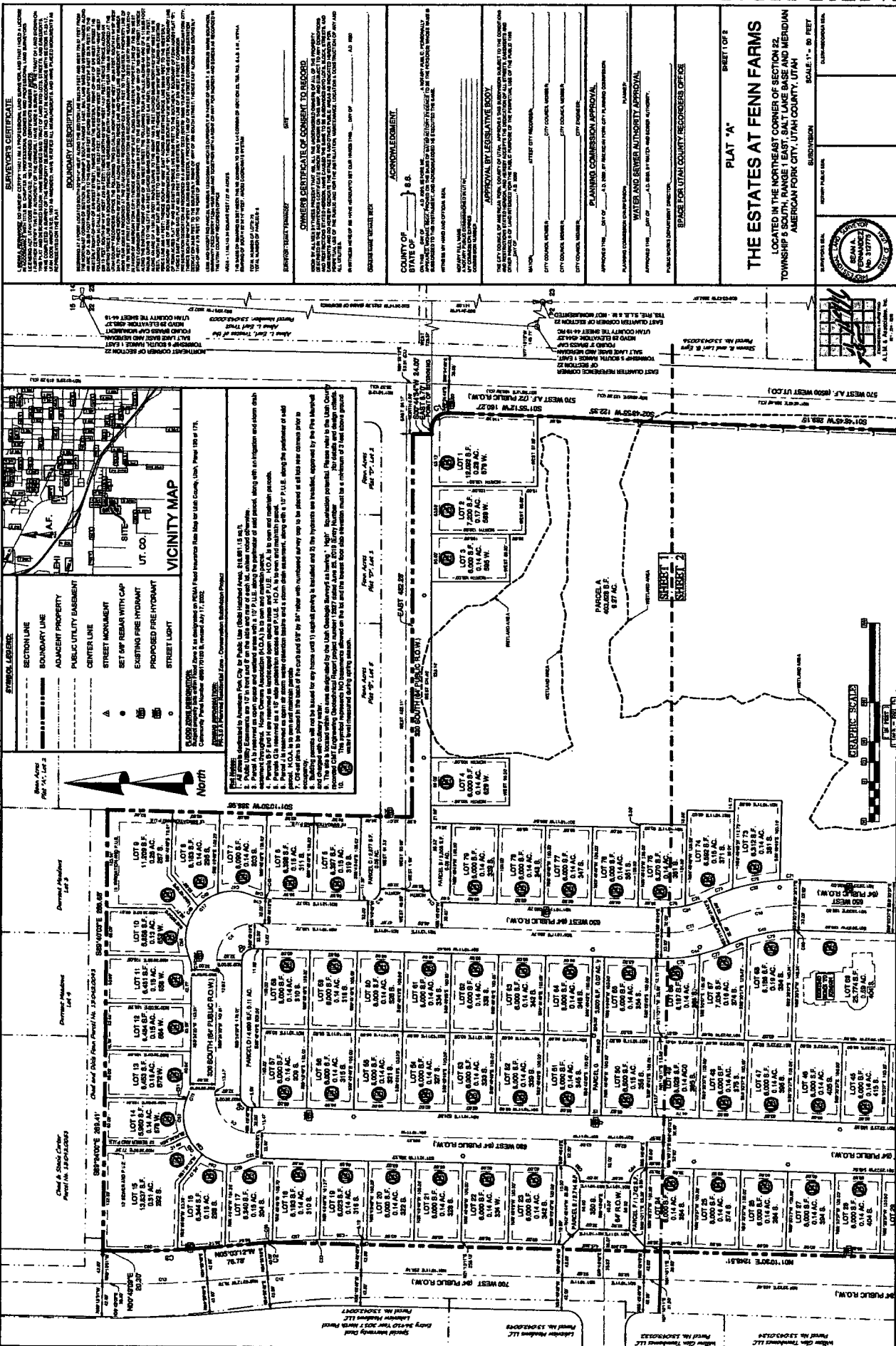
Inspection Means: Either, Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

Long-Term Stormwater Management Plan
Fenn Farms, 12/28/20

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

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



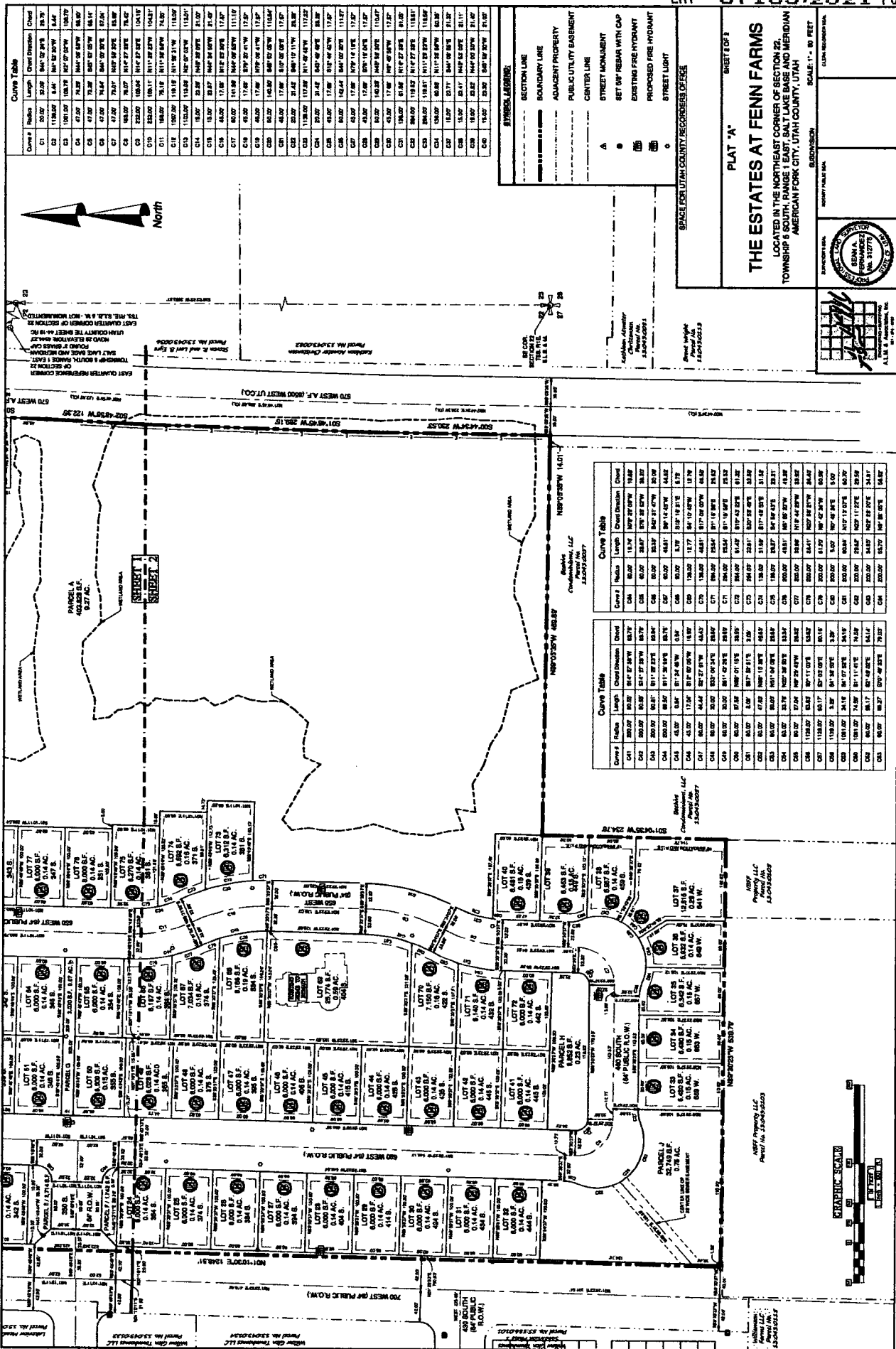


Exhibit D

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