

APPENDIX G

LONG-TERM STORMWATER MANAGEMENT PROGRAM

Design Specifications
Urban Hydrology Checklist
Retrofit Plan
Hydrologic Methodology
Long-term Stormwater Management Inspection SOP
Long-term Stormwater Management Enforcement SOP
BMP Inventory
3rd Party Maintenance Agreement

Design Specifications

Refer to page 7-4 of the SLCo Guidance Document for Stormwater Management

Retrofit Plan

In Process

Hydrologic Methodology

In Process

Long-term Stormwater Management Inspection SOP

To be developed

Long-term Stormwater Management Enforcement SOP

To be developed

SLCO COUNTY-WIDE STORMWATER CONTROLS

FID	OBJECT ID_1	city	usage	location	name	type	owner	critical	waterway	library_id	sd_id	photo_id	note	Shape_Leng	Shape_Area	rack_type
0	1	Salt Lake City	pond	1330 E 2100 S	Sugarhouse Park Detention Basin	detention	flood control	yes	Parleys Creek	500	9	1	yes	1,711.27	194,863.85	gate_grate
1	2	Salt Lake City	pond	2903 E Kennedy Dr (840 S)	Rotary Glen Park Debris Basin	debris	flood control	yes	Emigration Creek	600	12	3	yes	748.6528198	31,318.55	gate
2	3	Unincorporated	pond	872 E Scott Ave (3450 S)	Scotts Ave Detention Basin	detention	flood control	yes	Mill Creek	900	15	4	yes	2,725.78	250,434.47	gate
3	4	South Salt Lake City	pond	3195 S 540 E	Mill Creek 540 E Detention Basin	detention	flood control	yes	Mill Creek	900	16	5	yes	3,329.08	99,210.66	gate
4	5	Cottonwood Heights	pond	6650 S Big Cottonwood Cyn Rd (3200 E)	Spencers Pond Debris Basin	debris	flood control	yes	Big Cottonwood Creek	1,100	18	6	yes	1,651.52	158,327.09	gate
5	6	Holladay City	park	1592 E Murray Holladay Rd (4760 S)	Creekside Park Detention Basin (aka frisbee park)	detention	flood control	yes	Big Cottonwood Creek	1,100	19	7	yes	4,096.66	694,130.57	gate
6	7	Unincorporated	pond	8655 S Willow Creek Cir (3030 E)	Willow Creek Golf Course Detention Basin	detention	flood control	no	Little Cottonwood Creek, Deaf Smith Fork	1,200	20	8	yes	917.8342845	37,821.43	no
7	8	Murray City	pond	6351 S 900 E (Wheeler Farm)	Wheeler Farm West Detention Basin	detention	flood control	yes	Little Cottonwood Creek	1,200	21	9	yes	863.1580465	31,908.34	gate
8	9	Salt Lake City	park	1700 S 1631 E	Wasatch Park Debris Basin	debris	flood control	no	Emigration Creek	500	10	10	yes	3,091.79	173,029.07	gate
9	10	Salt Lake City	pond	Bonneville Blvd (400 E) 375 N	City Creek Upper Debris Basin	debris	flood control	yes	City Creek	200	1	12	yes	498.6154467	12,961.49	gate_grate
10	11	Salt Lake City	pond	Bonneville Blvd (400 E) 375 N	City Creek Lower Debris Basin	debris	flood control	yes	City Creek	200	2	13	yes	527.5038443	17,871.50	gate_grate
11	12	Salt Lake City	pond	375 N Canyon Rd (130 E)	Memory Grove Debris Basin	debris	flood control	yes	City Creek	200	3	14	yes	445.4986001	8,572.62	gate_grate
12	13	Draper City	pond	13433 S 1300 E	Corner Canyon Detention Basin	detention	flood control	yes	Corner Canyon Creek	1,600	33	15	yes	2,911.64	307,415.85	debris
13	14	Riverton City	park	11800 S 3363 W	Midas Creek 11800 S Detention Basin	detention	flood control	yes	Midas Creek	1,900	36	16	yes	1,313.71	106,329.13	gate
14	15	Herriman City	soccer	6002 W 13900 S	Rose Crest Park Retention Basin	detention	flood control	yes	Rose Creek	1,800	35	17	yes	1,936.09	242,259.92	no
15	16	Salt Lake City	baseball	860 S 1400 E	East High School Retention Basin	detention	flood control	yes	800 S Drain	500	11	18	no	1,403.46	127,664.06	gate
16	17	Salt Lake City	field	1691 E Federal Heights Dr (240 N)	Federal Heights Retention Basin	detention	flood control	yes	Army Corps Project, waterway	200	4	20	yes	932.5498159	43,992.28	gate
17	18	Sandy City	park	1821 E Wasatch Blvd (11625 S)	Big Willow Creek Detention Basin	detention	flood control	no	Army Corps Project, waterway	1,500	27	22	maybe	1,056.16	58,610.89	gate
18	19	Sandy City	field	1687 E Hidden Valley Country Club Dr (12180 S)	Hidden Valley Club Detention Basin	detention	flood control	yes	Big Willow Creek	1,500	28	23	maybe	1,142.33	62,712.16	na
19	20	Draper City	field	12217 S Cypress Point Way (1630 E)	Cypress Point Wy Detention Basin	detention	flood control	no	Big Willow Creek	1,500	29	24	maybe	820.8672819	24,253.37	no
20	21	Draper City	field	1709 E Pioneer Rd (12340 S)	Draper Pond Debris Basin	debris	flood control	yes	Big Willow Creek	1,500	30	25	yes	1,183.74	74,435.26	gate
21	22	West Jordan City	pond	4152 W 7800 S	South Valley Regional Airport Detention Basin	detention	flood control	no	Barneys Creek	2,100	38	26	maybe	2,616.31	397,148.36	gate
22	23	Salt Lake City	soccer	909 E 11th Ave	11th Ave Detention Basin	detention	flood control	yes	Army Corps Project, waterway	200	7	27	P:\FC_Scanned Plans\0200 - City Creek\FV 0200.25 Avenue Phase 1\pdf	1,696.34	198,921.20	gate
23	24	Sandy City	field	11313 S High Mesa Dr (2125 E)	High Mesa Dr Detention Basin	detention	sandy	yes	Big Willow Creek	1,500	31	28	maybe	273.9980041	4,137.99	na
24	25	West Valley City	field	7601 W 4100 S	ATK Detention Basin (aka Hercules)	detention	flood control	yes	Coon Canyon Creek	2,200	39	29	yes	5,696.58	1,108,359.09	na
25	26	Salt Lake City	field	1500 E Popperton Park Way (360 N)	Popperton Park Wy Detention Basin	detention	flood control	yes	Army Corps Project, waterway Limekin Gulch Creek	200	5	31	yes	863.0309631	38,850.85	gate
26	27	Salt Lake City	field	1125 E Chandler Dr (590 N)	Chandler Dr Detention Basin	detention	flood control	yes	Perrys Hollow Creek	200	6	32	yes	910.5577128	47,135.98	gate
27	28	Draper City	pond	573 W 11400 S	Big Willow Creek 11400 S Detention Basin	detention	flood control	yes	Big Willow Creek	1,500	32	34	maybe	1,032.22	71,014.00	gate
28	29	Salt Lake City	lake	2313 W Parkway Blvd (2700 S)	Decker Lake Detention Basin	detention	flood control	yes	Kearns Chesterfield Drain, I-215 Drain	2,400	41	36	yes	6,565.24	1,351,349.48	no
29	30	Draper	field	13800 S Lower Corner Cyn (1625 E)	South Mountain Golf Club Detention Basin	detention	flood control	no	Corner Canyon Creek	1,600	34	50	maybe	502.911661	6,412.20	no
30	31	Salt Lake City	pond	2780 S 700 E	Nibley Park Golf Course Detention Basin	detention	flood control	no	2700 S Storm Drain	900	17	83	no	1,671.04	143,111.85	no
31	32	Draper	pond	13343 South Minuteman Dr (150 E)	Minuteman Dr Detention Basin	detention	flood control	yes	Corner Creek	1,600	0	94	yes	1,531.59	49,204.95	unknown
32	33	Cottonwood Heights	field	9500 S Wasatch Blvd	Upper Rail Debris Basin	debris	flood control	yes	Little Cottonwood Creek	1,200	21	0	yes	821.7102276	26,244.04	gate
33	34	Salt Lake City	park	2833 S 2870 E	Parleys Nature Park, Dog Park	debris	flood control	yes	Parleys Creek	500	23	0	yes	418.8798518	10,539.36	gate

When recorded, mail to:

Salt Lake County
2001 South State St N600
Salt Lake City, Ut 84190-4050

Affects Parcel No(s): _____

**STORMWATER
MAINTENANCE AGREEMENT**

This StormWater Maintenance Agreement ("Agreement") is made and entered into this day of _____, of _____ 20____, by and between Salt Lake County, a Utah municipal corporation ("County"), and ("Owner").

RECITALS

WHEREAS, Salt Lake County is authorized and required to regulate and control the disposition of storm and surface waters within the unincorporated County, as set forth in the Salt Lake County Storm water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it holds a leasehold interest in certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

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

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm water Facilities"); and

WHEREAS, the Storm water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with Salt Lake County Planning and Development Services and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm water Facilities, details and all appurtenance draining to and affecting the Storm water Facilities and establishing the standard operation and routine maintenance procedures for the Storm water Facilities, and control measures installed on the Property, ("Storm water Maintenance Plan") more particularly shown in Exhibit "B" and,

WHEREAS, a condition of Development Plan approval, and as required as part of Salt Lake County MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Storm water Maintenance Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of Salt Lake County approval of the Storm water Maintenance Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Storm water Facilities. The Owner shall, at its sole cost and expense, construct the Storm water Facilities in strict accordance with the development plans and specifications, and any amendments thereto which have been approved by Salt Lake County.

Section 2

Maintenance of Storm water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm water Facilities so long as Owner holds a leasehold interest in the Property. Owner's maintenance obligations shall include all system and appurtenance built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm water Facilities is performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm water Facilities in good working condition. Upon Owner's leasehold interest in the Property expiring or being terminated, or upon Owner assigning its leasehold interest in the Property to a company or entity not affiliated with Owner, Owner will remove the oil/water separator from the Property (or, if the then-owner of the Property, new lessee of the Property or assignee of Owner's leasehold interest in the Property agrees to expressly assume all of Owner's duties and obligations hereunder, leave the oil/water separate in place) and thereafter Owner shall have no further duties or obligations under this Agreement, including but not limited to any duty or obligation to maintain the Storm water Facilities.

Section 3

Annual Maintenance Report of Storm water Facilities. The Owner shall, at its sole cost and expense, inspect the Storm water Facilities and submit an inspection report and certification to Salt Lake County annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm water Facilities. The annual inspection shall cover all aspects of the Storm water Facilities, including, but not limited to, the parking lots, structural improvements,

berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31, of each year and shall be on forms acceptable to Salt Lake County.

Section 4

Salt Lake County Oversight Inspection Authority: The Owner hereby grants permission to Salt Lake County its authorized agents and employees, to enter upon the Property and to inspect the Storm water Facilities upon reasonable notice to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by Salt Lake County. The purpose of the inspection shall be to determine and ensure that the Storm water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm water Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the Salt Lake County finds that the Storm water Facilities contain any defects or are not being maintained adequately, Salt Lake County shall send the Owner written notice of the defects or deficiencies and provide the Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the Property address.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm water Facilities as may be determined as reasonably necessary by Salt Lake County within the required cure period to ensure that the Storm water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

Salt Lake County Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm water Facilities in good working condition acceptable to Salt Lake County, after due notice of deficiencies as provided in Section 5, Salt Lake County may issue a Citation punishable as a Misdemeanor. Salt Lake County may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnected system will be the Owners responsibility. It is expressly understood and agreed that Salt Lake County is under no obligation to maintain or repair the Storm water Facilities, and in no event shall this Agreement be construed to impose any such obligation on Salt Lake County. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to Salt Lake County as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event Salt Lake County, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from Salt Lake County system, the Owner shall reimburse Salt Lake County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by Salt Lake County. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by Salt Lake County in collection of delinquent payments.

Section 9

Recording. This Agreement shall be recorded in the Salt Lake County Recorder's Office.

Section 10

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

Section 11

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

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on Salt Lake County and the Owner agrees to hold Salt Lake County harmless from any liability in the event the Storm water Facilities fail to operate properly. The Owner shall indemnify and hold Salt Lake County harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Salt Lake County from the construction, presence, existence, or maintenance of the Storm water Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument Executed by the Salt Lake County Engineer and the Owner at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute A subordination agreement or other acceptable recorded document agreeing to Subordinate their interest to the Agreement.

[Signature page to follow]

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this _____, day _____ of 20____.

OWNER:

By: _____ Title: _____
(print)

By: _____ Title: _____
(Signature)

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by _____, this _____ day of _____, 20 _____.

Notary Public
Residing in: _____
My commission expires: _____

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Post Construction Storm water Management Plan)