C2003-42

WEBER COUNTY
RESOLUTION NO. 6-2003

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND HOOPER CITY RELATING TO OBLIGATIONS REQUIRED FOR A GENERAL PERMIT FOR STORM WATER MANAGEMENT

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective; and

WHEREAS, Weber County and Hooper City have negotiated an Agreement for the purposes of providing storm water services in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulation adopted pursuant to such Acts for Weber County.

WHEREAS, Weber County and Hooper City find that mutual benefit and cost effective government can be achieved through this interlocal agreement for the services entailed herein;

NOW, THEREFOR, BE IT RESOLVED by the Weber County Commission that the attached Interlocal Agreement is entered with Hooper City for the purposes of storm water as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Commission hereby authorizes and directs the Commission Chair to execute the Interlocal Agreement for and on behalf of Weber County.

PASSED AND APPROVED by the Weber County Commission this 4th day of March , 2003.

Kenneth A. Bischoff
Chair, Weber County Commission

ATTEST:

County Clerk

3141
Rec 6-2003

C2003-42

INTERLOCAL AGREEMENT RELATING TO OBLIGATIONS REQUIRED FOR A GENERAL PERMIT FOR STORM WATER MANAGEMENT

THIS AGREEMENT made effective this 20th day of February, 2003, is entered into by and among Hooper City (hereafter "City"), and Weber County (hereafter "County").

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the County is a body politic duly organized under the laws of Utah;

WHEREAS, the City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such Acts, the County and the City, as operators of storm water systems, must reduce pollutants in storm water to the Maximum Extent Practicable (hereafter "MEP") to protect water quality;

WHEREAS, Phase II Storm Water Regulations (hereafter "Regulations") specify that compliance with the MEP requirement can be attained by developing, implementing and enforcing a storm water management plan which incorporates Best Management Practices addressing the six minimum control measures;

WHEREAS, also pursuant the Regulations, the County and the City must obtain a Utah Pollution Discharge Elimination System Permit (hereafter "Permit"), and the City can obtain such Permit by co-permitting with the County for the implementation of certain control measures;

WHEREAS, the County and the City desire to work cooperatively to obtain a Permit, to comply with the relevant federal and state storm water regulations, and to provide a cost efficient and effective storm water program;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Hooper City and Weber County do mutually agree and undertake as follows:

SECTION ONE

SCOPE OF AGREEMENT

1. Intent. The parties intend by this Agreement to co-permit with one another to obtain a Utah Pollution Discharge Elimination System Permit meeting compliance requirements of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such Acts which require the County and the City to reduce pollutants in storm water to the MEP to protect water quality. Specifically, this Agreement addresses the obligations of the County and the City in relation to compliance with the Regulations which require developing, implementing and enforcing a storm water management plan incorporating Best Management Practices addressing the six minimum control measures as follows:
   a. Public Education and Outreach.
   b. Public Involvement and Participation.
   c. Illicit Discharge Detection and Elimination.
   d. Construction Site Runoff Control.
   e. Post Construction Strom Water Management.
   f. Pollution Prevention and Good House Keeping.

2. County Storm Water Management. The County shall provide for Storm Water Management administration in accordance with the relevant rules and regulations and laws imposed upon the County. The County shall appoint a capable individual as the Director of County Storm Water Management (hereafter "Director") to implement and administer the relevant rules and regulations imposed upon the County. The Director shall also administer this Interlocal Agreement according to its provisions and any amendments.

3. Co-permitting. The County and the City mutually agree to jointly apply to obtain a Utah Pollution Discharge Elimination System Permit, and shall provide one another with the relevant management plan, storm water information, and other necessary documentation for such Permit.

4. County Service Provided. The County shall be responsible for each control measure as follows, and the City shall cooperate with the County in relation to such measures:
   a. Public Education and Outreach. The County shall provide materials and coordinate educational activities on a county-wide and regional level, including but not limited to media and public relations, publications and advertisements, and school outreach programs. The County may respond to concerns from city officials and relevant public committee recommendations.
   b. Public Involvement and Participation. The County may establish a county-wide storm water advisory committee for public participation and for addressing storm water issues.
   c. Illicit Discharge Detection and Elimination. The County shall provide for this control measure only as it relates to mapping and coordinating of discharges that occur in multiple jurisdictions, or as otherwise crosses jurisdictional boundaries between different cities.
   d. Construction Site Runoff Control. The County has responsibility only in the unincorporated areas, except for mutual cooperation and coordination with the City at the City's request concerning this control measure.

e. Post Construction Storm Water Management. The County has responsibility only in the unincorporated areas, except for mutual cooperation and coordination with the City at the City's request concerning this control measure.

f. Pollution Prevention and Good House Keeping. The County has responsibility only in the unincorporated areas, except for mutual cooperation and coordination with the City at the City's request concerning this control measure.

5. City Service Provided. The City shall be responsible for each control measure as follows, and the County shall cooperate with the City in relation to such measures:

a. Public Education and Outreach. The City shall be responsible for distribution of material provided by the County within the City's jurisdiction as coordinated with the County Storm Water Director. The City may coordinate additional public education and outreach program with the County for special events or other activities at the discretion of the City.

b. Public Involvement and Participation. The City may establish a City Storm Water Advisory Committee for public participation and to address storm water issues. One representative from the City, appointed by the Mayor, may serve on the county-wide committee, if such committee exists.

c. Illicit Discharge Detection and Elimination. The City shall provide for the enforcement of illicit discharge detection and elimination within the boundaries of the City.

d. Construction Site Runoff Control. The City is responsible to implement and administer this control measure within its jurisdiction and may seek mutual cooperation and coordination with the County at the City's request concerning this control measure.

e. Post Construction Strom Water Management. The City is responsible to implement and administer this control measure within its jurisdiction and may seek mutual cooperation and coordination with the County at the City's request concerning this control measure.

f. Pollution Prevention and Good House Keeping. The City is responsible to implement and administer this control measure within its jurisdiction and may seek mutual cooperation and coordination with the County at the City's request concerning this control measure.

6. Nominal Annual Fee. The County may assess a nominal annual fee, not to exceed $1,000, upon the City to reimburse the County for copy costs, brochure and publication costs, and community outreach program costs. The City agrees to pay any nominal cost, not to exceed $1,000, upon receiving a written billing notice for the same from the County.

7. Limitations. The County, except as outlined by this Agreement, does not assume any responsibility to inspect, install, operate or otherwise maintain the City's storm water system, storm water program, or storm water utility. Further, the County shall have no duty regarding storm water management, fees, inspections, or any other types of activity outside the scope of this Agreement, unless such relates to an unincorporated area.

8. Designated Contacts. The City shall designate its contact with the County for any and all issues which may arise under this Agreement. The County designates the Director as its contact with the City for any and all issues which may arise under this Agreement.

The County and the City contacts may also consult with each other from time to time on the status of mutual relations and the terms of this Agreement.

SECTION TWO
GENERAL PROVISIONS

1. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice from the Mayor or County Commission provided either to the County Clerk or the City Recorder, as the case may dictate.

2. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided U.C.A. § Section 11-13-202, as amended.

3. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from County and the City, along with an approved as to form by the County Attorney and City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.

4. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.

5. Indemnification. The County agrees to save and hold harmless the City from the Counties obligation under this Agreement. In all other instances, each of the parties agrees to defend, hold harmless, and indemnify the other party, its elected officials, officers, employees, agents, and volunteers, for the wrongful or negligent acts or omissions of employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of this Agreement, however, in no event shall indemnification exceed the amount set forth in *Utah Code Ann.* § 63-30-1 et. seq, at the time of judgment.

6. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.

7. Warranties. Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely effect this Agreement.

8. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the County Clerk and the City Recorder and shall remain on file for public inspection for the duration of this Agreement.

9. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.

10. Non-transferable. This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.

11. Rules of Construction and Severability. Standard rules of construction, as well as the context of this agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein.

DATED this 4 day of March, 2003

FOR WEBER COUNTY:

Chair, Weber County Commission

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

DATED this 4th day of March, 2003.

FOR _____ CITY:

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

HOOPER CITY
RESOLUTION NO. R-2003-2

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN HOOPER CITY AND WEBER COUNTY RELATING TO OBLIGATIONS REQUIRED FOR A GENERAL PERMIT FOR STORM WATER MANAGEMENT

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective; and

WHEREAS, Weber County and Hooper City have negotiated an Agreement for the purposes of providing storm water services in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulation adopted pursuant to such Acts for Hooper City;

WHEREAS, Weber County and Hooper City find that mutual benefit and cost effective government can be achieved through this Interlocal Agreement for the services entailed herein;

NOW, THEREFOR, BE IT RESOLVED by the Mayor and City Council of Hooper City that the attached Interlocal Agreement is entered with Weber County for the purposes of storm water as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Hooper City.

PASSED AND APPROVED by the Hooper City Council this 20th day of February, 2003.

HOOPER CITY

Kerry Green, Council Chairman

William "Durk" Bailey, Mayor

ATTEST:

Delora M. Fowers, City Recorder

STATE OF UTAH, DEPARTMENTOF ENVIRONMENTAL QUALITY, DIVISION OF WATER QUALITY
288 North 1460 West, P.O. Box 144870, Salt Lake City, Utah 84114-4870 (801)538-6146

Notice of intent (NOI) for Coverage Under the UPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's), Permit No. UTR090000.

INSTRUCTIONS ON BACK PAGE

DWQ USE ONLY

Coverage No. _____

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a UPDES permit issued for storm water discharges from Small Municipal Separate Storm Sewers in the State of Utah. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit. **ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.**

Part I. General Information

Government Entity Name: Hooper City Corporation

Mailing Address: Street 4220 S. 6300 W.

City Hooper State UT Zip Code 84315

Operator type (Select One): City _____

Operator Status (Select One): Local _____

Operator Contact Person: Name Durk Bailey

Title Mayor Telephone Number(801)732-1064

Latitude/Longitude at Center of land for which you are requesting authorization to discharge:

Latitude 41° 10' N Longitude 112° 08' W

Population served by your MS4: 4,700 People

Storm Water Management Program Responsible Person:

Name Durk Bailey Title Mayor

Telephone Number (801)732-1064

Part II: Outfalls and Receiving Waters

Receiving Waters: List all separate storm water outfall receiving waters (all discharges to waters under the definition of waters of the State). If all receiving waters are not known at the time of the NOI submittal, list known outfalls and update the list on annual reports. (ATTACH ADDITIONAL SHEETS AS NEEDED)

	Outfall	Receiving Water
1.	Hooper Slough	the Great Salt Lake
2.	Howard Slough	the Great Salt Lake
3.		
4.		
5.		
6.		

Part III. Initial Identification of Best Management Practices (ATTACH ADDITIONAL SHEETS AS NEEDED)

1. Public Education and Outreach on Storm Water Impacts

Outreach Techniques

- ☒ Classroom educational/school programs
- ☐ Outreach to commercial entities
- ☒ Printed materials
- ☒ Media campaign
- ☒ Classroom educational materials
- ☐ Events and Programs
- ☐ Displays
- ☐ Speakers to community groups
- ☐ Economic incentives
- ☐ Promotional giveaways
- ☒ Others Public education/participation

Management Practices to Encourage

- ☐ Proper lawn and garden acre (fertilizer and pesticide use, sweeping, etc.)
- ☐ Low impact development
- ☐ Pet waste management
- ☐ Pollution prevention for businesses
- ☒ Proper disposal of household hazardous wastes
- ☒ Water Conservation Practices
- ☐ Others _____

2. Public Involvement/Participation

Involvement Techniques

- ☒ Advisory/partner committees
- ☐ Local storm water contact
- ☐ Public access to documents and information
- ☐ Public review of plans and annual reports
- ☒ Watershed organizations
- ☐ Attitude surveys
- ☐ Community hot lines
- ☐ Stakeholder meetings
- ☐ Others _____

Participation Activities

- ☐ Adopt-a-stream
- ☐ Storm drain stenciling
- ☒ Stream/roadway cleanup
- ☒ Volunteer monitoring
- ☐ Wetland plantings
- ☐ Others _____

3. Illicit Discharge Detection and Elimination

Detection and Elimination Activities

- ☒ System mapping
- ☐ Regulatory Control Program
- ☒ Identifying and Eliminating Illicit connection procedures
- ☐ Dye Testing/Tracing Procedures
- ☐ System inspections
- ☒ Dry Weather Screening Program/ Field Testing
- ☐ Others _____

Type of Discharges to Target

- ☒ Failing septic systems
- ☒ Illegal dumping
- ☐ Industrial/business connections
- ☐ Recreational sewage
- ☒ Sanitary sewer overflows
- ☒ Wastewater connections to the storm drain system
- ☐ Others _____

4. Construction Site Storm Water Runoff Control

Program Activities

- ☐ Regulatory Control Program
- ☐ Erosion and Sediment Control BMPs
- ☐ Other Waste Control Program
- ☒ Site Plan Review Procedures
- ☒ Public Information handling Procedures
- ☐ Site Inspection/Enforcement Procedures
- ☐ Other Construction Site Runoff Controls
- ☒ Contractor certification and inspector training
- ☒ Others establish/compile design standards

Best Management Practices

- ☒ Construction Entrance/Exit Stabilization
- ☐ Perimeter Controls
- ☐ Sediment Retention Structure Requirements
- ☐ Sediment filters and sediment chambers
- ☐ Mulching Requirements
- ☐ Temporary/Permanent Stabilization Requirements
- ☐ Vehicle maintenance and washing areas
- ☒ Cement Truck Washout Area
- ☒ Other BMPs see attached Construction Site Possible BMP's Table

5. Post-Construction Storm Water Management in New Development and Redevelopment

- ☐ Community Control Strategy
- ☐ Regulatory Control Program
- ☒ Long Term O&M Procedures
- ☒ Pre-Construction Review of BMP Designs
- ☒ Site Inspections During Construction
- ☐ Post Construction Inspections
- ☒ Others Biofilters

- ☐ Infiltration trench/basin
- ☒ Infrastructure planning
- ☐ Storm water inlet specifications
- ☐ Narrower residential streets
- ☒ Open space design
- ☐ Ordinances for post construction runoff
- ☐ Storm water wetland
- ☒ Zoning
- ☒ Others In-line Storage

6. Pollution Prevention/Good Housekeeping for Municipal Operations

- ☒ Employee Training Program
- ☒ Inspection and Maintenance Program
- ☐ Municipal operations Storm Water Control
- ☒ Others used oil recycling

- ☒ Municipal Operations Waste Disposal
- ☐ Flood Management/Assessment Guidelines
- ☐ Others _____

Part IV. Initial Identification of Measurable Goals (Attach additional sheets as needed)

1. Public Education and Outreach on Storm Water Impacts

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

2. Public Involvement/Participation

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

3. Illicit Discharge Detection and Elimination

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

4. Construction Site Storm Water Runoff Control

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

5. Post-Construction Storm Water Management in New Development and Redevelopment

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

6. Pollution Prevention/Good Housekeeping for Municipal Operations

Measurable goals (with start and end dates): see attached

Milestones: Year 1:
Year 2:
Year 3:
Year 4:
Year 5:

Part V. Certification

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 assure 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, I certify that the information submitted 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.

Name: William Dirk Bailey

Signature: William Dirk Bailey Date: 2/26/2003

Part VI: Contract Certification for Co-Permittee SWMP Implementation
(ATTACH ADDITIONAL SHEETS AS NEEDED)

List entity names responsible for implementation of the SWMP

1. Hooper City Corporation
2. Weber County
3. _____
4. _____
5. _____
6. _____

The above entities have entered into an agreement or contract to satisfy the implementation requirements of the Storm Water Management Program listed in the NOI. As stated in the existing agreements (MOU's) or contracts, the entities have agreed to the following responsibilities.

Circle the entity numbers (entity numbers correspond to entity name numbers listed above) corresponding with responsibilities, or portions thereof, of each entity entering into this agreement in the table below:

RESPONSIBILITY	ENTITY
a. Public Education and Outreach	☒ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.
b. Public Involvement and Participation	☒ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.
c. Illicit Discharge Detection and Elimination	☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.
d. Construction Site Run-off Control	☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.
e. Post-Construction Storm Water Management in New Development and Redevelopment	☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.
f. Pollution Prevention/Good Housekeeping for *Municipal Operations*	☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6.

If any entity is agreeing to accomplish only a portion of a responsibility in the table then explain the responsibility portion (e.g. entity 1 is responsible for storm drain stenciling program in the MS4 area, entity 2 is responsible for conducting phone surveys for item (a) in the table etc.) on a separate sheet.

The following statement and the accompanying signatures serve as certification that the agreements (MOU's) or contracts have been developed and agreed upon for the implementation of the Operator's (Identified in Part I of the NOI) SWMP.

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 assure 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, I certify that the information submitted 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.

Entity	Authorized Signature	Date	Entity	Authorized Signature	Date
1.	[signature]	2-Feb-03	2.	[signature]	3-4-03
3.	_____	_____	4.	_____	_____
5.	_____	_____	6.	_____	_____

Instructions for Completing the Notice of Intent for Coverage Under a UPDES General Permit for Storm Water Discharges From SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS

Permit No. UTR090000

Who Must File a Notice of Intent?
If you are an operator of a regulated small MS4 designated for permitting, you must apply for coverage under a UPDES permit, or apply for a modification of an existing UPDES permit. If you have questions about whether you need a permit under the UPDES Storm Water Program, contact the Utah Division of Water Quality. The NOI must be submitted in accordance with the deadlines established in Part 2.A. of the UPDES MS4 General Permit.

When to File the NOI Form
DO NOT FILE THE NOI UNTIL YOU HAVE READ A COPY OF THE SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT. You will need to determine your eligibility, prepare your storm water management plan, and correctly answer all questions on the NOI form, all of which must be done before you can sign the certification statement on the NOI in good faith (and without risk of committing perjury).

Where to File the NOI Form
NOIs must be sent to the following address:

Department of Environmental Quality
Division of Water Quality
P.O. Box 144870
Salt Lake City, UT 84114-4870

Completing the NOI Form
Please make sure you have addressed all applicable questions and have made a photocopy for your records before sending the completed form to the address above. Attach additional pages as needed for detailed explanations of items on the form.

Part I. MS4 General Information
Provide the legal name of the person, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or other legal entity that operates the MS4 described in this application. The responsible party is the legal entity that controls the MS4's operation. Provide the telephone number of the MS4 operator. Provide the mailing address of the MS4 operator. Include the street address or P.O. box, city, state, and zip code. All correspondence regarding the permit will be sent to this address, not the MS4 address in Section B.

Enter the official or legal name of the MS4.
Enter the city or cities, county or counties, and state in which the MS4 is located.
Enter the latitude and longitude of the approximate center of the MS4 in degrees/minutes/seconds. Latitude and longitude can be obtained from U.S. Geological Survey (USGS) quadrangle or topographic maps or by using a GPS unit, calling 1-(888) ASK-USGS, searching for your Facility's address on several commercial map sites on the Internet, or searching the U.S. Census Bureau database at http://www.census.gov/cgi-bin/gazetteer. Additionally, estimate the acreage of land area that drains to the MS4. This estimate can be made using topographic maps or topographic data in a geographic information system.

Indicate the legal status of the MS4 operator as a Federal, State, private, or other public entity (other than Federal or State). This refers only to the operator, not the owner of the land on which the MS4 is located.
Indicate whether the MS4 discharges storm water into one or more receiving water(s). Enter the name(s) of the receiving water(s).
Indicate whether the MS4 discharges storm water into one or more receiving water(s). Enter the name(s) of the receiving water(s).

Part II. Outfalls and Receiving Waters
Indicate all major outfalls (by outfall description) and the receiving water body for each outfall. Indicate whether any of the receiving water bodies are included on the 303(d) list for water quality impairments.

Part III. Initial Identification of Management Practices
Check the management practices that you have selected to meet each of the minimum measures. If a selected practice is not on the list, check "Other" and write the name of the practice in the space provided.

Part IV. Identification of Initial Measurable Goals
List the person(s) responsible for implementing or coordinating the storm water management program. Provide a narrative description of the measurable goals that will be used for each of the storm water minimum control measures. Indicate the month and year in which you will start and fully implement each of the minimum control measures, or indicate the frequency of the action in the description. Attach additional pages as necessary.

Part V. Certification
Certification statement and signature. (CAUTION: An unsigned or undated NOI form will prevent the granting of permit coverage.) State statutes provide for severe penalties for submitting false information on this application form. State regulations require this application to be signed by either a principal executive or ranking elected official as described in Part VI.H. of the Small MS4 General Permit.

Part VI. Contract Certification for Co-Permittee SWMP Implementation
Contract certification is required when more than one entity will be implementing the SWMP for the operator filing the NOI. The form must be completely filled out to clearly identify all coordinating agencies. Additional pages shall be used as necessary to define the responsibilities for each entity in preparation and implementation of the SWMP. The form must be signed by all coordinating entities, certifying that local agreements and/or contracts have been developed and agreed upon.

Construction Site Possible BMP's

BMP	Code
Stabilized Construction Entrance	SCE
Construction Road Stabilization	CR
Temporary Stream Crossing	TSC
Construction Sequencing	CS
Spill Clean-Up	SCU
Portable Toilets	PT
Equipment & Vehicle Wash Down Area	EVWA
Vehicle and Equipment Cleaning	VEC
Vehicle and Equipment Fueling	VEF
Materials Storage	MS
Dust Controls	DC
Concrete Waste Management	CWM
Waste Disposal	WD
Mulching	ML
Hydromulching	HM
Erosion Control Blankets	ECB
Geotextiles and Mats	GM
Temporary and Permanent Seeding	TPS
Slope Drain	SD
Compaction	CP
Surface Roughening	SR
Preservation of Existing Vegetation	PEV
Filter Strips	FS
Riprap	RR
Rock Check Dams	CD

BMP	Code
Outlet Protection	OP
Inlet Protection - Excavated	IP
Inlet Protection - Gravel	IP
Inlet Protection - Concrete Block	IP
Inlet Protection - Silt Fence or Straw Bale	IP
Silt Fence	SF
Straw Bale Barrier	STB
Earth Berm Barrier	EB
Brush or Rock Filter	BRF
Flotation Silt Curtain	FSC
Sand Bag Barrier	SBB
Sediment Basin	SB
Sediment Trap	ST
Contaminated or Erodible Surface Areas	CESA
Diversion Dike	DD
Temporary Drains and Swales	TDS
Benching	BE

Measurable Goal Summary

PUBLIC EDUCATION AND OUTREACH				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Participate with Weber County in the joint efforts for Public Education and Outreach		See Weber County Program	See Weber County Program	See Weber County Program

PUBLIC PARTICIPATION / INVOLVEMENT				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Maintain steering committees to evaluate program effectiveness and keep focus on program aspects	1–5 yr.	2 meetings a yr	No Cost (Volunteer Committee)	
Participate in Weber County Public Involvement Programs	1-5 yr.	See Weber County Program	See Weber County Program	See Weber County Program

ILLICIT DISCHARGE DETECTION AND ELIMINATION				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Minimize the influence of sanitary sewage on surface flows and on the shallow aquifer	1 yr. 1 yr. 2 yr.	Complete the sewer feasibility study Begin design of recommended alternative from the sewer feasibility study Begin construction of recommended alternative	$55,000 Not yet determined Not yet determined	Hooper City combined with State Loans

CONSTRUCTION SITE RUNOFF CONTROL				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Adopt an ordinance specifying requirements and procedures for submitting erosion and sediment control plans for construction projects	6 mo. 1yr.	Review model ordinance with steering committee Pass through city	No cost	City Council
Require an Erosion Control Plan for all construction sites over 1 acre	1 yr. 1 yr. 2 yr.	Establish a guideline including a checklist for an erosion control plan Establish minimum requirements and procedures for approval Require submission of Erosion and Sediment Control Plans in order to obtain building permits	No Cost	Planning Commission to draft guidelines with the help of the City Engineer, City Council to review and approve guidelines

POST CONSTRUCTION RUNOFF CONTROL				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Improve existing ordinances regarding open space, landscaping, and detention requirements	1 yr. 2 yr. 3 yr.	Review existing ordinances to determine where things could be modified to help improve the water quality of our drainages Recommend changes as appropriate Adopt changes	No Cost	Planning Commission to make recommend-ations for City Council approval
Complete mapping of the storm drainage system	4 yr.	Have a map completed showing existing storm drainage features	Mapping price to be included in design of secondary water and sanitary sewer projects	
Infrastructure Master Planning	5 yr.	Complete master plans for secondary water, sanitary sewer systems (master planning of other utilities will be completed as funding can be made available)	Costs are included in feasibility study contracts	City Engineer

POLLUTION PREVENTION / GOOD HOUSEKEEPING				
MANAGEMENT PLAN	**MEASURABLE GOAL**		**COST**	**CONTACT PERSON**
Establish Storm Water System Maintenance Schedule	2 yr. 3 yr. 4 yr. 5 yr.	Develop procedures and schedule, record actual time and costs associated with system maintenance 50% compliance w/ schedule 75% compliance w/schedule 90% compliance w/schedule	No Cost Costs for compliance to be determined based on time and costs recorded over the first two years	Mayor
Expand the County's recycling program	3 yr. 4 yr.	Establish time, location, and procedure for local drop off of recyclable materials on biannual "Recycling Day" Conduct "Recycling Day" biannually	Costs to be determined	Mayor