

**RESOLUTION 26-16**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING  
THE INTERLOCAL COOPERATION AGREEMENT FOR THE UTAH  
POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES)  
GENERAL PERMIT**

**WHEREAS**, South Weber is a member of the Davis County Storm Water Coalition and shares General Permit UTR for discharges from small municipal separate storm sewer systems which expired May 11, 2026; and

**WHEREAS**, the Environmental Protection Agency publishes regulations for stormwater discharge and the Department of Environmental Quality issues pollutant discharge elimination system permits within the state of Utah; and

**WHEREAS**, South Weber joins other cities within Davis County to implement activities to fulfill a portion of the UPDES permit requirements; and

**WHEREAS**, the attached agreement outlines the costs and responsibilities of each Coalition member;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The 2026 Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit is approved as attached in **Exhibit 1**.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

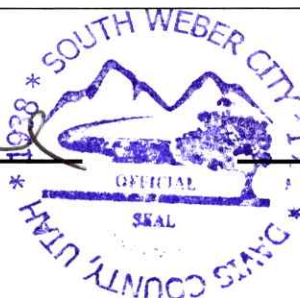
**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 12<sup>th</sup> day of May 2026.

Roll call vote is as follows:

Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Davis	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Winsor	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST

*Excused*

  
**Rod Westbrook, Mayor**



  
**Attest: Lisa Smith, Recorder**

# RES 26-16 Exhibit 1

## 2026 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UPDES GENERAL PERMIT

THIS AGREEMENT (Agreement) is entered into this 8th day of September, 2026, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

### *WITNESSETH:*

WHEREAS, the parties are "public agencies," and are authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its "Final Rule" setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the Permit; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
  - i. Residents.
  - ii. Institutions, industrial and commercial facilities.
  - iii. Developers and contractors (construction); and
  - iii. Municipal Separate Storm Sewer System (**MS4**) owned or operated facilities.
- b. Use the Coalition as a county-wide committee to:
  - i. Train personnel.
  - ii. Create partnerships; and
  - iii. Obtain input and feedback from special interest groups.
- c. Annually contribute updated storm drain system information for county-wide mapping purposes.
- d. Jointly prepare and promote model ordinances, updates and standards that address:
  - i. Illicit discharges.
  - ii. Construction site storm water runoff; and
  - iii. Long-term storm water management.
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction **BMPs**.
- f. Jointly participate to develop draft Standard Operating Procedures.
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges.

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2031) and for an additional 120 days from the effective date of the renewal of the Permit by DWQ.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann. § 63G-7-101, et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

*[Signature Pages to Follow]*

**Approval of  
Interlocal Cooperation Agreement between  
Davis County and Davis County Cities for  
UPDES General Permit**

Date \_\_\_\_\_

DAVIS COUNTY

By: \_\_\_\_\_  
John Crofts, Chair  
Davis County Commission

ATTEST:

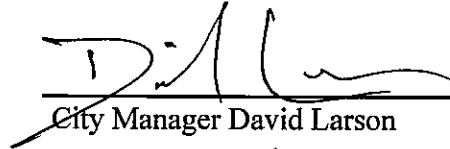
\_\_\_\_\_  
Brian McKenzie  
Davis County Clerk/Auditor

Approved as to Form:

\_\_\_\_\_  
Office of Davis County Attorney

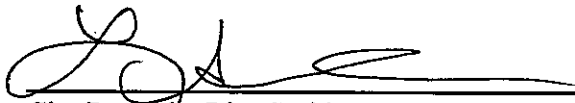
SIGNATURE PAGE FOR THE CITY OF SOUTH WEBER, UTAH,  
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE  
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF SOUTH WEBER, UTAH

  
\_\_\_\_\_  
City Manager David Larson

Dated: 5/12/2026

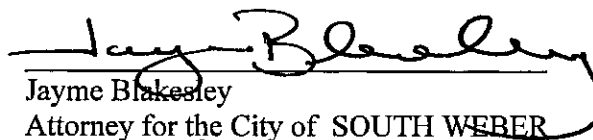
ATTEST:

  
\_\_\_\_\_  
City Recorder Lisa Smith

Dated: 5-12-2026

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

  
\_\_\_\_\_  
Jayme Blakesley  
Attorney for the City of SOUTH WEBER  
Dated: 05/12/2026