



**Local Government
& Land Use Consulting**
930 Chambers St, Suite 2
South Ogden, UT 84403
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TO: Honorable Mayor & Councilmembers
FROM: Valerie Claussen, MPA, AICP
MEETING DATE: May 20, 2026

RE: Consideration and possible action on approval of the Stormwater Conveyance and Indemnification Agreement for the Losee Storage Unit Phase 2 site plan.

RECOMMENDATION:

Move to approve Resolution 26-11 for the Stormwater Conveyance and Indemnification Agreement associated with the site plan approval of Losee Storage Units Phase 2.

Background & Discussion

The construction of Phase 2 of the site plan is facilitating the correction of a storm drain issue in the immediate vicinity of the property. Planning Commission approved the site plan at their May 12, 2026 meeting. One of the conditions of approval was subject to the execution of the Stormwater Conveyance and Indemnification Agreement between the property owner and the City.

An agreement like this became necessary because the approved design solution creates an atypical situation where the stormwater will be conveyed through private property in a private system until it reaches the public system again. This agreement acknowledges the unique circumstance and also outlines maintenance responsibilities.

Attachments

- 1) Resolution 26-11



RESOLUTION NO. R-26-11

A RESOLUTION OF THE CITY COUNCIL OF GARLAND CITY, UTAH, APPROVING A STORMWATER CONVEYANCE AND INDEMNIFICATION AGREEMENT BETWEEN GARLAND CITY AND LOSEE STORAGE, LLC, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING FOR RELATED MATTERS

WHEREAS, Garland City is a Utah municipal corporation authorized to own, operate, regulate, and maintain municipal stormwater infrastructure and systems for the protection of public health, safety, and welfare; and

WHEREAS, Losee Storage, LLC (“Owner”) owns certain private real property located within Garland City commonly known as Losee Storage; and

WHEREAS, stormwater runoff originating from the area commonly referred to as 1400 South requires lawful conveyance to the City’s municipal stormwater system; and

WHEREAS, portions of a private stormwater conveyance system currently exist upon the Owner’s property and are capable of conveying stormwater runoff to the City’s downstream municipal stormwater system within the Magnolia Farms development; and

WHEREAS, the City and Owner desire to formalize the terms and conditions under which stormwater runoff from 1400 South may be directed into and conveyed through the Owner’s private stormwater system; and

WHEREAS, the proposed agreement is intended, among other things, to redirect stormwater away from an unauthorized private irrigation line connection and provide a more controlled and legally compliant conveyance route; and

WHEREAS, the agreement clearly allocates maintenance obligations, operational responsibilities, liability, indemnification obligations, and water quality responsibilities associated with the private stormwater conveyance facilities; and

WHEREAS, the City Council finds that approving the attached Stormwater Conveyance and Indemnification Agreement is in the best interests of Garland City and promotes the orderly management of municipal stormwater infrastructure and public facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GARLAND CITY, UTAH, AS FOLLOWS:

Section 1. Approval of Agreement.

The City Council hereby approves the Stormwater Conveyance and Indemnification Agreement between Garland City and Losee Storage, LLC, attached hereto as “Exhibit A” and incorporated herein by this reference as though fully set forth herein.

Section 2. Authorization to Execute.

The Mayor is hereby authorized and directed to execute the Stormwater Conveyance and Indemnification Agreement on behalf of Garland City, together with such minor administrative or non-substantive revisions as may be approved by the City Attorney.

Section 3. No Acceptance of Private Facilities.

Nothing in this Resolution or the attached Agreement shall be construed as an acceptance, dedication, ownership transfer, or assumption by Garland City of any private stormwater facilities or maintenance obligations unless expressly approved by future written action of the City Council.

Section 4. Severability.

If any section, subsection, sentence, clause, or portion of this Resolution is determined to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date.

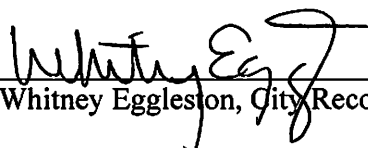
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Garland City, Utah, this 20 day of May, 2026.

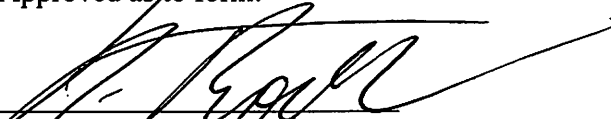
GARLAND CITY, UTAH

By: 
Danny Austin, Mayor

ATTEST:


Whitney Eggleston, City Recorder

Approved as to form:


Steve Brooks, City Attorney

VOTING:

Jeanette Atkinson

Yes ☒ No ☐

Josh Munns

Yes ☒ No ☐

Tena Allen

Yes ☒ No ☐

Jim Hall

Yes ☒ No ☐

EXHIBIT "A"

**STORMWATER CONVEYANCE AND INDEMNIFICATION
AGREEMENT**

Garland City, Utah
and
Losee Storage, LLC

This Stormwater Conveyance and Indemnification Agreement ("Agreement") is entered into this 20 day of may, 2026, by and between **GARLAND CITY**, a Utah municipal corporation ("City"), and **LOSEE STORAGE, LLC**, a Utah limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns certain real property within Garland City commonly known as Losee Storage (the "Property"); and

WHEREAS, stormwater runoff from 1400 South requires lawful conveyance to the City's municipal stormwater system; and

WHEREAS, portions of Owner's private stormwater conveyance system are already constructed on the Property; and

WHEREAS, the parties desire to allow stormwater runoff from 1400 South to enter Owner's private stormwater system and be conveyed north to the City's municipal stormwater system located within the Magnolia Farms development; and

WHEREAS, this arrangement is intended to redirect stormwater away from a private irrigation line connection that was not authorized by the City; and

WHEREAS, the parties acknowledge that the existing private stormwater system has been reviewed and is believed to be adequately designed to convey the anticipated stormwater flows from 1400 South; and

WHEREAS, the parties desire to clearly allocate maintenance duties, liability, and water quality responsibility during the period stormwater is conveyed through the private system.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to authorize the City to direct stormwater flows from 1400 South into Owner's private stormwater system for conveyance to the City's downstream municipal stormwater system.

This Agreement is operational in nature and does not constitute a dedication or acceptance of private facilities.

2. AUTHORIZATION TO CONVEY

Owner consents to the City directing stormwater runoff from 1400 South into Owner's private stormwater conveyance system located on the Property for the sole purpose of transporting such stormwater to the City's system in the Magnolia Farms development.

3. MAINTENANCE RESPONSIBILITY

3.1 Private System Maintenance

Owner shall be solely responsible, at its expense, for inspection, operation, maintenance, repair, and replacement of the entire private stormwater system located on the Property, **from right-of-way line to right-of-way line**, including:

- Pipes
- Inlets
- Catch basins
- Water quality treatment components
- Control structures
- Appurtenances

3.2 Standard of Care

Owner shall maintain the system in good working condition and in compliance with all applicable federal, state, and local stormwater and water quality regulations.

4. ASSUMPTION OF LIABILITY

4.1 Transfer of Liability

Upon stormwater leaving the public right-of-way and entering Owner's private stormwater system, Owner shall assume full responsibility and liability for:

- Conveyance of the stormwater
- Any overflow, flooding, or backup
- Structural failure of the private system
- Property damage or personal injury arising from the system
- Regulatory compliance while the water remains within the private system

4.2 Reversion of Responsibility

Responsibility and liability for stormwater shall revert to the City upon the stormwater's re-entry into the City's municipal stormwater system within the Magnolia Farms development.

5. WATER QUALITY RESPONSIBILITY

Owner shall be solely responsible for the quality of stormwater once it enters Owner's private system and until it re-enters the City's municipal system.

Owner shall ensure that:

- All required water quality treatment components are functioning properly;
- No pollutants are introduced through the private system;
- The system complies with all applicable MS4 and environmental regulations.

6. INDEMNIFICATION

Owner agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, damages, liabilities, penalties, costs, and expenses (including reasonable attorney's fees) arising from:

1. Failure of the private stormwater system;
2. Flooding or damage occurring while stormwater is within the private system;
3. Water quality violations occurring within the private system;
4. Owner's failure to maintain the system as required herein.

This indemnification obligation shall survive termination of this Agreement.

7. CITY RIGHT OF ENTRY

The City shall have the right, but not the obligation, to enter the Property at reasonable times to inspect the stormwater connection and private conveyance system.

In the event of an emergency threatening public infrastructure or public safety, the City may enter the Property and take corrective action. Costs incurred by the City in such emergency response may be billed to Owner.

8. NO ACCEPTANCE OF PRIVATE FACILITIES

Nothing in this Agreement shall be construed as:

- A dedication of private stormwater facilities to the City;
- An acceptance of maintenance responsibilities by the City;
- A waiver of any municipal authority.

9. TERM

This Agreement shall remain in effect unless terminated in writing by mutual agreement of the parties. Either party may request modification if stormwater conditions materially change.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be amended in writing signed by both parties.

SIGNATURES

GARLAND CITY, UTAH

By: 
Mayor

Attest: 
City Recorder

Approved as to Form: 
City Attorney

LOSEE STORAGE, LLC

By: 
Name:
Title: