

DRAFT
02/02/07

MEMORANDUM OF UNDERSTANDING

TRANSITION OF STORMWATER MANAGEMENT
RESPONSIBILITIES FROM ACWWA TO SEMSWA

This Memorandum of Understanding (MOU) is entered into by and between Arapahoe County Water and Wastewater Authority (ACWWA) and the Southeast Metro Stormwater Authority (SEMSWA).

WHEREAS, SEMSWA was formed pursuant to an intergovernmental agreement executed on September 19, 2006; and

WHEREAS, ACWWA is willing to assist SEMSWA with certain activities defined herein during the initial start-up period of SEMSWA until SEMSWA is able to assume the responsibility for those activities; and

WHEREAS, ACWWA is willing to provide assistance with project management, new development review, and operations and maintenance of stormwater facilities; and

WHEREAS, ACWWA is willing to provide such assistance pursuant to certain terms and conditions.

NOW, THEREFORE, it is mutually understood and agreed by the parties as follows:

1. **Services to Be Provided:** As of January 1, 2007 ACWWA will assist SEMSWA on a month to month basis until SEMSWA can assume stormwater management responsibilities in the Lone Tree, Windmill, and Dove Creek basins per the IGA creating SEMSWA. ACWWA will provide support in the areas of project management, new development review, and maintenance and operations. The services to be provided are defined below.
2. **Development Fees:** ACCWA has approximately \$285,000 of development fees that can be applied to the cost of providing Project Management activities as defined below.
3. **Project Management Services:** ACCWA has initiated projects identified and discussed below that add to and improve the regional stormwater system that it managed prior to the formation of SEMSWA. At SEMSWA's direction, ACCWA will continue to manage these projects identified and discussed below, and new projects requested by SEMSWA. SEMSWA will reimburse ACWWA for staff

costs which may include project management, administration, and inspection services plus other direct costs such as legal and engineering consulting. Billing for staff costs will be based on the ACWWA 2007 Schedule of Hourly Rates, Exhibit A. ACWWA will bill SEMSWA on a monthly and will include all copies of invoices from outside consultants and a Time/Expense report for ACWWA staff time. Such costs shall not exceed authorized estimates as provided below without further approval from SEMSWA. Costs for these services shall be debited to the dedicated development fees now available for such use. The current projects and approved expenditures are listed as follows:

a. Dove Creek Pond D-1 Interim Improvements:

Description: A temporary outlet structure (restrictor plate) is being designed by the developer to take advantage of inadvertent storage in Dove Creek. This will remove the on-site detention requirement from the developer. ACWWA will coordinate review of the developer's design by Wright Water Engineers (WWE) and inspect construction of the restrictor plate.

Timeframe: Design should be complete by the end of February 2007 with construction of the restrictor plate occurring by May.

Cost Estimate: ACWWA Staff Time	\$ 5,000
Consultant Review Fees	<u>5,000</u>
Total Cost	10,000

b. Dove Creek Pond D-2:

Description: ACWWA will manage a final design of Pond D-2 being developed by WWE. This pond will include both detention and water quality and should satisfy stormwater needs in the Dove Creek basin for sometime. Final design will include acceptance from UDFCD for maintenance. This authorization does not include construction, and further authorization will be provided if it is decided to proceed with the first phase of construction with ACWWA providing the project management services.

Timeframe: Design should be complete by the end of July.

Cost Estimate: ACWWA Staff Time	\$ 10,000
WWE Design Fee w/10% Contingency	<u>99,000</u>
Total Cost	109,000

c. Dove Creek Pond D-3 Improvements:

Description: Construction of this project was initiated by ACWWA in 2006 pursuant to an IGA between ACWWA and UDFCD. ACWWA will soon complete the construction of Pond D-3. The consultant, CH2M Hill, will close out their contract for construction administration and ACWWA will have some minor project close out items after January 1, 2007 for which SEMSWA is responsible.

Timeframe: Project should be closed out by the end of February.

Cost Estimate: ACWWA Staff Time:	\$ 1,000
CH2M Hill Construction Admin Fees	<u>5,000</u>
Total Costs	6,000

d. Pond W1/W2:

Description: ACWWA will continue negotiations with the Arapahoe County Airport Authority (Centennial Airport) on a lease agreement for Pond W1/W2. The last item to negotiate is the escalation of land values vs. the escalation of the SDF. This agreement must be in place to expand the pond to accommodate future development in Douglas County. ACWWA legal counsel will review final form of agreement. ACWWA engineering consultant will review the agreement if it pertains to an offset to SDF's for development. SEMSWA will be provided an opportunity to review the lease agreement.

Timeframe: Agreement should be completed by the end of June 2007.

Cost Estimate: ACWWA Staff Time	\$ 5,000
Legal Fees	5,000
Engineering Consultant Review Fees	<u>2,000</u>
Total Cost	12,000

e. Pond L-1:

Description: ACWWA will draft the stormwater reimbursement agreement with Exjet, coordinate acceptance of Pond L-1 for maintenance eligibility with UDFCD, negotiate an agreement with Exjet, and coordinate approval of agreement with SEMSWA. ACWWA's engineering consultant will review post IGA improvements to Pond L-1 for compliance with regional system. ACWWA legal counsel will review draft and final form of reimbursement agreement. ACWWA and SEMSWA will need to sign agreement.

Timeframe: Agreement should be completed by end of June 2007.

Cost Estimate: ACWWA Staff Time	\$ 5,000
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Engineering Consultant Review Fees	4,000
Legal Fees	<u>3,000</u>
Total Cost	12,000

f. Highfield Business Park:

Description: ACWWA staff will draft and negotiate a stormwater variance agreement so Highfield can do onsite detention for stormwater quantity and not pay the full development fee. ACWWA legal counsel will review and draft final form of agreement. ACWAA's engineering consultant will review for compliance with original intent of variance and possible acceptance to regional system.

Timeframe: Agreement should be completed by mid-June 2007.

Cost Estimate: ACWWA Staff Time	\$ 8,000
Legal Fees	3,000
Engineering Consultant Review Fees	<u>1,000</u>
Total Costs	12,000

g. Summary of Costs for Project Management Services:

ACWWA Staff Time	\$ 34,000
ACWWA Engineering Consultant Review Fees	12,000
ACWWA Legal Counsel Fees	11,000
WWE Final Design Fees	99,000
CH2M Hill Construction Service Fees	<u>5,000</u>
Total	161,000

4. **New Development Review Services:** ACWWA performs development review for conformance to the regional stormwater system requirements. As part of such review, impervious areas are calculated to determine the stormwater development fees due. The SEMSWA IGA requires SEMSWA to provide ACWWA with impervious area calculations for the stormwater development fees that must be paid to ACWWA. Until otherwise notified by SEMSWA, ACWWA will continue to perform review including determination of amount of impervious areas for development applications within the regional stormwater area that ACWWA managed prior to the formation of SEMSWA.

ACWWA requires developers to open imprest accounts held by ACWWA prior to staff review of development applications for integration with the water, wastewater, and regional stormwater systems. ACWWA will continue its practice of drawing from developer imprest accounts for staff review of stormwater impacts on behalf of SEMSWA.

5. **Maintenance and Operations Services:** Until further notice ACWWA will provide minimal routine maintenance and operation services for existing regional stormwater facilities that will be transferred to SEMSWA ownership and responsibility in accordance with the IGA establishing SEMSWA.

The facilities to be transferred to SEMSWA for which ACWWA will provide maintenance are listed below and shown on Exhibit B, ACWWA Regional Stormwater Management Facilities.

- a.
- b.
- c.
- d.
- e.

SEMSWA will reimburse ACWWA for its staff costs expended for maintenance and operations work performed on the above defined facilities after December 31, 2006. Staff costs will be based on the ACWWA 2007 Schedule of Hourly Rates, Exhibit A.

Routine maintenance and operations costs are estimated as follows:

1 st Quarter of 2007:	\$25,160
2 nd Quarter of 2007:	48,400

The projected costs are based on minimal routine maintenance such as limited dry land grass mowing, trash and debris pickup, and cleaning of debris and detention basins. These costs do not include any major responses or repairs required due to damages or failures caused by extreme weather events, natural disasters, manmade damages, illicit spills, discharges or any type of dumping. It also does not cover any environmental clean ups required as a result of any of the possible incidents or occurrences listed above. Any work required in addition to minimal routine maintenance will be performed only upon approval of SEMSWA and ACWWA's agreement to provide such additional maintenance.

6. **Term of MOU:** The initial term of this MOU shall be from January 1, 2007 through June 30, 2007. SEMSWA may assume responsibility for any of the services defined herein before June 30, 2007 if and when they have the capability to provide the services on their own. This MOU may be extended by mutual written agreement of the parties.
7. **Amendments:** This MOU may be amended at any time with the mutual consent of the parties. No additions to, or alteration of, the terms of this MOU shall be valid unless made in writing.

The parties to this MOU have caused it to be executed this _____ day of February, 2007, *nunc pro tunc* January 1, 2007.

SOUTHEAST METRO
STORMWATER AUTHORITY

By:

ATTEST:

By:

Approved as to form:

By: Ed Krisor, Esq.

ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY

By:

ATTEST:

By:

Approved as to form:

By: