

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 11-40

(Authorization to enter into an Intergovernmental Agreement With
Arapahoe County Public Airport Authority)

WHEREAS, pursuant to § 29-1-204.2 (3)(b) C.R.S., SEMSWA is permitted to make and enter into contracts affecting its affairs; and

WHEREAS, pursuant to § 41-3-106 (1)(d) C.R.S., Arapahoe County Public Airport Authority (ACPAA) is permitted to enter into contracts and agreements affecting its affairs; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Parties are permitted to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the Parties; and

WHEREAS, SEMSWA has, since its inception, charged ACPAA, SEMSWA's standard yearly impervious area fee (IAF) both in regard to the impervious areas within ACPAA's boundaries that are leased to third parties as well as impervious areas within ACPAA's boundaries that are owned by ACPAA including ACPAA's runways, taxiways, and connectors; and

WHEREAS, ACPAA maintains that SEMSWA should not be charging an IAF in regard to ACPAA's runways, taxiways, and connectors; and

WHEREAS, ACPAA is eligible for credits by SEMSWA towards SEMSWA's IAF charged ACPAA; and

WHEREAS, several storm water detention ponds are located within ACPAA's boundaries; one of which, Pond W-1, detains more storm water generated from areas upstream of ACPAA than storm water generated by ACPAA's impervious area. Pond W-1's detention of off site storm water is beneficial to SEMSWA and ACPAA is entitled to lease payments in regard to Pond W-1 calculated on the basis of the additional storage that it provides for that off site drainage unrelated to ACPAA's property; and

WHEREAS, (1) SEMSWA disagrees with ACPAA's position in regard to an IAF charged in regard to ACPAA's runways, taxiways, and connectors as shown on Exhibit "A" but (2) SEMSWA acknowledges that ACPAA is eligible for credits against the IAF it is being charged although the amount of that credit has not been calculated or agreed upon between the Parties, and (3) that ACPAA is entitled to lease payments in regard to the ponds located within ACPAA's boundaries, as shown on Exhibit "B" although the Parties disagree as to the amount of those lease payments; and

WHEREAS, SEMSWA and ACPAA have determined to resolve forever these three issues between them by entering into the attached *Intergovernmental Agreement Between Southeast Metro Stormwater Authority And Arapahoe County Public Airport Authority* (IGA); and

WHEREAS, it is in the best interest of SEMSWA to enter into the attached IGA since it resolves the three issues noted and permits both SEMSWA and ACPAA to move forward in a cooperative manner to address the drainage and flood control issues that are associated with Centennial Airport and the surrounding property upstream and downstream of Centennial Airport.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The SEMSWA Board approves of the attached *Intergovernmental Agreement Between Southeast Metro Stormwater Authority and Arapahoe County Public Airport Authority* and authorizes SEMSWA's Chairperson and Secretary/Treasurer to execute the same on behalf of SEMSWA.
2. Upon execution of the *Intergovernmental Agreement Between Southeast Metro Stormwater Authority and Arapahoe County Public Airport Authority* by both SEMSWA and ACPAA, SEMSWA shall begin compliance with its terms and conditions.

SOUTHEAST METRO STORMWATER AUTHORITY
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Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor