

East Grand School District – Land Dedication / Fee-in-Lieu Analysis – Draft– 3/14/25



Executive Summary – Western Demographics has conducted a land dedication and fee-in-lieu of land dedication analysis for East Grand School District that can serve as an update to the current fee system and as an adaptation of the system to make it more consistent with standard fee methodology in use in most Colorado districts. The current methodology is based on an older County ordinance that is not consistent with current land use types and does not use contemporary metrics to measure school impacts. The existing methodology does not differentiate between the various Grand County communities which produce differing amounts of students given proximity to resorts. The fees and dedication acreages presented in Figure 1 address this condition and provide a policy framework by which individual values may be assigned to each community and the unincorporated Grand County area.

Fees are proposed for the four dwelling types: Single family detached (SFD), single family attached (SFA), mobile or modular construction (MH) and apartments (APT). The MH category is the districts highest child-producing dwelling type and generally includes both traditional mobile homes and modular housing defined as any dwelling manufactured elsewhere and hauled in for on-site assembly. Mobile homes tend to produce the most school children per unit in most Colorado districts and are generally perceived as an affordable housing option. The EGSD BOE expressed a desire to substitute the lower of the single family and mobile home values for the generally higher mobile home rates, a substitute figure for this strategy is shown.

Figure 1 – ECSD - Summary of Proposed Fee-in-Lieu and Land Dedication Values

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	\$ 2,098.97	\$ 929.29	\$ 1,972.58	\$ 495.62	\$ 1,972.58
Granby	\$ 2,773.01	\$ 1,298.53	\$ 2,773.01	\$ 674.05	\$ 4,936.41
Grand Lake	\$ 560.05	\$ 369.24	\$ 560.05	\$ 369.24	\$ 560.05
Hot Sulphur Springs	\$ 2,837.45	\$ 1,538.91	\$ 2,837.45	\$ 738.48	\$ 3,702.31
Tabernash CDP	\$ 1,234.10	\$ 1,234.10	\$ 1,234.10	\$ 674.05	\$ 1,234.10
Winter Park	\$ 1,234.10	\$ 369.24	\$ 738.48	\$ 369.24	\$ 738.48
Unincorporated Grand Co.	\$ 864.86	\$ 369.24	\$ 864.86	\$ 369.24	\$ 2,098.97

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	0.0141	0.0063	0.0133	0.0033	0.0133
Granby	0.0187	0.0087	0.0187	0.0045	0.0332
Grand Lake	0.0038	0.0025	0.0038	0.0025	0.0038
Hot Sulphur Springs	0.0191	0.0104	0.0191	0.0051	0.0249
Tabernash CDP	0.0083	0.0083	0.0083	0.0045	0.0083
Winter Park	0.0083	0.0025	0.0050	0.0025	0.0050
Unincorporated Grand Co.	0.0058	0.0025	0.0058	0.0025	0.0141

Introduction - Western Demographics conducts land dedication and fee-in-lieu analyses and updates of fee systems for districts all over Colorado and was hired to explore the fees that would be appropriate for East Grand School District if it were to follow the methodology used elsewhere in the State. The districts' basis for calculation of the fee is based on a Grand County ordinance methodology that is not aligned with fee methodology used elsewhere in the State. The current methodology is at least 30 years old and uses an older framework for quantifying municipal service impact of new development.

The current methodology is consistent among all communities in the district regardless of the number of students produced by local housing. Further, the methodology does not consider site development costs that are always incurred as school sites are developed from raw pasture or forest land.... As municipal infrastructure costs have risen, most Colorado districts have moved to a developed land cost basis instead of raw land cost for their fees to reflect the cost to serve school sites with water, sewer, electric, street infrastructure and other needs. This analysis recommends developed land cost as a parameter and recommends an update to the fee-in-lieu values to reflect this.

The History of School Site Dedication and Land Dedication of School Site Dedication in Colorado – For over fifty years, cities, towns and county governments in the State of Colorado have collected land or fees from developers and builders to assist school districts with the provision of school sites. In general, the land dedication / fee-in-lieu policies have joined other municipal and special district efforts to provide sites and facilities for parks, recreation centers, police, fire and library facilities for communities. Western Demographics has been involved in creating new fee systems or in updating them during the past 40 years and, gradually, Western Demographics has worked to make logical, consistent methodology prevalent throughout the State. The foundation of this methodology is based on municipal service provision calculations presented in early city planning textbooks and these methodologies were found in dedication ordinances in Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Jefferson and Larimer counties in the early eighties. Western has worked to expand this consistent framework throughout the State.

School Site Dedication and Land Dedication of Land Dedication Calculation -

Methodology - The calculation for school site acreage and cost is relatively simple and includes the following elements:

- 1) A land value is collected from comparable sales or appraisal method to establish cost per acre for potential school sites;
- 2) The desired school site size is established to determine the acreage needed for a facility;
- 3) The desired school enrollments are added to establish the number of students that will be housed in a school; and
- 4) The student yield or average number of students from housing completes the formula.

The following diagram illustrates the variables and how the various units cancel out as the formula is completed and cost per housing unit is established. Residential densities are differentiated based upon the acreages assessed for single family homes, townhomes, apartments and mobile homes.

Figure 2 - Simplified School Site Acreage / Fee Formula



EGSD School Size Parameters – Rural and resort school districts tend to construct smaller schools to serve large areas. The EGSD did not appear to have school size parameters in its policy manual and these are only present in less than a third of Colorado school districts. The average sizes of the current schools were used in place of declared school enrollment goals. The site sizes that were included in the fee calculation were derived from site size standards published in the Council of Education Facility Planners International (CEFPI). CEFPI is an international association of school planners that publishes a school planning and design manual which along with a few textbooks published over the years constitutes the only formalized information on the topic of school site size. The formula for elementary schools starts with ten acres and adds one acre per 100 students. The formulas for middle and high schools start with twenty and thirty acres respectively and add one acre per 100 students. Figure 3 displays the final input variables for EGSD.

Figure 3 – School Size and Site Acreage Variables

Metric / Level	Elementary School	Middle School	High School
School Enrollment	300	300	400
Site Acreage	13	23	34

EGSD School Student Yield Data – A large portion of school dedication fee methodology is student yield. The current fees use student yield estimates from Census data. The proposed methodology uses student yield values based on current students that are geolocated by address and compared to housing types in sample neighborhoods to develop “students per unit values”. The original methodology used one set of values for the whole county and the proposed system differentiates by community as there are more students per unit in Granby and Hot Sulphur Springs than there are in Winter Park. Further, mobile and modular homes produce more students in the EGSD than any other dwelling type followed by single family detached. Apartments and condominiums produce very little. These differences in the yield values are shown in Figure 4. Some school districts choose to use single family detached yield values in place of higher mobile and modular home values to avoid any perception of penalty for the more affordable mobile home dwelling type. A substitute set of fees and acreages for the mobile home category is provided by this analysis to address that strategy.

Not all dwelling types were found in all communities (in a quantity that would represent a usable sample size). In those cases, average (district-wide) values for those dwelling types were used. In addition to the yields calculated for the incorporated towns, the “areas” that are represented by Census Designated Places (CDP’s) are also included along with yield for a sample of units in unincorporated Grand County. An average of all of these is also included if the community prefers to remain with a single fee for the entire district. Elementary yield is shaded in rose color, middle school is shaded blue and high school is shaded green.

Figure 4 – Student Yield Samples by Community and Dwelling Type

Housing Density	Fraser	Granby	Grand Lake	Hot Sulphur Springs	Tabernash CDP	Winter Park	Grand County Outside of Muni	Average All Jurisdictions
Single Family Detached								
1, detached	388	825	536	273	345	478	5,616	8461
Student Yield	0.23	0.28	0.06	0.30	0.13	0.13	0.09	0.13
ES	0.10	0.13	0.03	0.14	0.06	0.06	0.04	0.06
MS	0.05	0.07	0.01	0.07	0.03	0.03	0.02	0.03
HS	0.07	0.09	0.02	0.09	0.04	0.04	0.03	0.04
Single Family Attached, Duplex, Triplex, Four-plex	Fraser	Granby	Grand Lake	Hot Sulphur Springs	Tabernash CDP	Winter Park	Grand County Outside of Muni	Average All Jurisdictions
1, attached	434	171	41	7	33	548	651	1885
2	18	44	7	8	0	32	49	158
3 or 4	115	30	105	14	0	100	99	463
Subtotal	567	245	153	29	33	680	799	2506
Student Yield	0.10	0.14	0.04	0.15	0.13	0.04	0.04	0.13
ES	0.05	0.07	0.02	0.07	0.06	0.02	0.02	0.06
MS	0.02	0.03	0.01	0.04	0.03	0.01	0.01	0.03
HS	0.03	0.04	0.01	0.05	0.04	0.01	0.01	0.04
Modular and Mobile Homes	Fraser	Granby	Grand Lake	Hot Sulphur Springs	Tabernash CDP	Winter Park	Grand County Outside of Muni	Average All Jurisdictions
Student Yield	0.21	0.52	0.06	0.38	0.13	0.08	0.22	0.26
ES	0.10	0.24	0.03	0.18	0.06	0.04	0.10	0.12
MS	0.05	0.12	0.01	0.09	0.03	0.02	0.05	0.06
HS	0.06	0.16	0.02	0.12	0.04	0.02	0.07	0.08
Apartment Yield Estimates	Fraser	Granby	Grand Lake	Hot Sulphur Springs	Tabernash CDP	Winter Park	Grand County Outside of Muni	Average All Jurisdictions
Student Yield	0.05	0.07	0.04	0.08	0.07	0.04	0.04	0.07
ES	0.02	0.03	0.02	0.04	0.03	0.02	0.02	0.03
MS	0.01	0.02	0.01	0.02	0.02	0.01	0.01	0.02
HS	0.02	0.02	0.01	0.02	0.02	0.01	0.01	0.02

Raw Land Comparable Sales – Raw land value was calculated by collecting comparable land sale data with the following parcel requirements:

- Vacant - 5 - 41 acres, access to paved roads & utilities or potential for a sewer packet plant
- Broadly distributed throughout the district
- Access to paved roads
- Arm's length sales within the past six years with 5% annual price adjustment
- Sales records include price and acreage data clearly visible in County records

Figure 5 – EGSD Raw Land Comparable Sales

Num	PARCELNB	ACCOUNTNO	SUBNAME	SALEP	SALEDT	YEARS	MULTIPLIER	TIME ADJUST PRICE	ACRES	ADJ_PRY
3	119119201003	R027700	TRAIL CREEK ESTATES 3RD FLG	\$ 295,000	3/20/23	1	1.050	\$ 309,750	6.66	\$46,509.01
4	145135205019	R122211	WINTER PARK HIGHLANDS GREENRIDGE	\$ 312,500	7/28/23	1	1.050	\$ 328,125	5.71	\$57,464.97
5	158903106006	R203640	POLE CREEK MEADOWS	\$ 215,000	5/4/23	1	1.050	\$ 225,750	6.28	\$35,947.45
6	132926309018	R208163	LEGACY PARK RANCH	\$ 290,000	6/27/22	2	1.103	\$ 319,725	11.55	\$27,681.82
7	132927107004	R208190	LEGACY PARK RANCH	\$ 226,000	8/4/22	2	1.103	\$ 249,165	5.38	\$46,313.20
8	132927109004	R208200	LEGACY PARK RANCH	\$ 164,500	7/29/22	2	1.103	\$ 181,361	6.03	\$30,076.49
9	144713300089	R110862	LINKE ORR SURVEY TRACTS	\$ 500,000	7/29/22	2	1.103	\$ 551,250	41.57	\$13,260.76
10	144718100028	R201280	METES & BOUNDS 77 ALL	\$ 327,000	11/18/22	2	1.103	\$ 360,518	10.00	\$36,051.75
11	145126303001	R306306	GRAND ENCLAVE II MINOR SUBDIVISION	\$ 370,000	10/21/22	2	1.103	\$ 407,925	12.68	\$32,170.74
15	158911204013	R209302	STAGECOACH MEADOWS	\$ 510,000	10/27/22	2	1.103	\$ 562,275	5.13	\$109,605.26
16	118933400096	R098221	SHADOW MOUNTAIN RANCH AND RESORT UNREC	\$ 190,000	7/7/21	3	1.158	\$ 220,020	35.62	\$6,176.87
17	118934300097	R301904	METES & BOUNDS 77 ALL	\$ 210,000	5/5/21	3	1.158	\$ 243,180	37.25	\$6,528.67
18	119111303007	R167870	HIGH PASTORALE FILING 1	\$ 215,000	5/10/21	3	1.158	\$ 248,970	5.30	\$46,948.90
19	119125419016	R205130	MOUNTAIN SHADOWS ESTATES PH1	\$ 412,000	10/13/21	3	1.158	\$ 477,096	6.91	\$69,044.28
20	132927409027	R208252	LEGACY PARK RANCH	\$ 225,000	6/4/21	3	1.158	\$ 260,550	6.90	\$37,760.87
21	132927410009	R208221	LEGACY PARK RANCH	\$ 159,000	3/25/21	3	1.158	\$ 184,122	5.09	\$36,173.28
22	145129300013	R112817	TEN MILE CREEK UNREC M&B 76	\$ 337,500	11/23/21	3	1.158	\$ 390,825	35.86	\$10,898.63
28	119114117001	R177235	NORTH FORK ACRES SUB EXEMPT	\$ 185,000	7/28/20	4	1.220	\$ 225,700	5.44	\$41,488.97
29	132923306002	R208181	LEGACY PARK RANCH	\$ 150,000	9/16/20	4	1.220	\$ 183,000	5.09	\$35,952.85
30	132934102005	R208248	LEGACY PARK RANCH	\$ 125,000	11/24/20	4	1.220	\$ 152,500	5.88	\$25,935.37
31	145135405024	R115931	WINTER PARK HIGHLANDS GREENRIDGE	\$ 220,000	8/5/20	4	1.220	\$ 268,400	6.00	\$44,733.33
32	145333000062	R080880	BATSON TRACTS UNRECORDED	\$ 121,000	9/16/20	4	1.220	\$ 147,620	10.00	\$14,762.00
33	145333000063	R070881	BATSON TRACTS UNRECORDED	\$ 70,000	9/16/20	4	1.220	\$ 85,400	7.00	\$12,200.00
34	119126252001	R183664	SODA SPRINGS SUBDIVISION EXEMPT	\$ 237,000	12/30/19	5	1.280	\$ 303,360	17.39	\$17,440.50
35	132927409024	R208249	LEGACY PARK RANCH	\$ 105,000	12/11/19	5	1.280	\$ 134,400	5.59	\$24,042.93
36	145120300007	R112806	TEN MILE CREEK UNREC M&B 76	\$ 162,000	7/11/19	5	1.280	\$ 207,360	35.13	\$5,902.65
37	145135305041	R086140	EL RANCHO	\$ 150,000	3/20/19	5	1.280	\$ 192,000	5.00	\$38,400.00
38	158902313004	R302784	JUST RANCH TRACT 24 SUB EX	\$ 285,000	8/23/19	5	1.280	\$ 364,800	9.92	\$36,774.19
39	158927227006	R028604	BEAVER MOUNTAIN PRESERVE SUB	\$ 465,000	8/16/19	5	1.280	\$ 595,200	5.00	\$119,040.00
41	132927409030	R208255	LEGACY PARK RANCH	\$ 85,000	3/28/18	6	1.340	\$ 113,908	5.07	\$22,467.09
43	145117300007	R112801	TEN MILE CREEK UNREC M&B 76	\$ 185,000	5/31/18	6	1.340	\$ 247,918	35.34	\$7,015.21
44	158916310011	R081092	POLE CREEK PRESERVE	\$ 475,000	10/25/18	6	1.340	\$ 636,545	35.06	\$18,155.89
45	158923304002	R084463	BOYD SUBDIVISION EXEMPTION	\$ 258,000	8/3/18	6	1.340	\$ 345,745	7.55	\$45,812.20
TOTALS / AVERAGES				\$ 8,236,500				\$ 9,724,463	444.38	\$21,883.12

All comparable sales were vetted by Grand County staff and an average value per acre of raw land of **\$21,883.12** was obtained.

Developed Land Costs – The current methodology uses a raw land value only. Some fee assessments have been based on individual residential lot value. The goal of creating a single developed land cost plus raw land based on larger acreage samples is to create a consistent valuation/cost framework for all areas. Further, the larger samples used for raw land value (over five acres) are more consistent with the size of most school sites than an individual residential house lot (one acre or less).

During the past twenty years, school districts have increasingly begun to be challenged by the costs to provide “shovel ready” school sites for bond-funded school projects. In general, school construction costs have increased by double-digit inflation rates with current school construction costs exceeding \$700 per square foot... School sites that begin as pastures or vacant, undeveloped parcels must have streets, water lines, sewer lines, storm sewers, electrical, gas and broadband before schools can be activated... It is estimated that each acre of land carries a rough infrastructure cost of **\$126,804** to be made viable for an institutional building. Cost data

was extracted from RS Means cost estimation manuals for institutional construction and compared to recent experience with local projects including Greeley's Tointon K-8 Academy and Johnstown's Roosevelt High School and ElWell Elementary School. RS Means is the primary cost estimation source used in the construction industry.

Figure 6 – Developed Site Costs Applied to Elem., Middle & High School Acreage

Utility Service Provider	LF / Per Price from RS Means inflated to 2022 using ENR Inflation Factors	Elementary School (10 Acres)				Middle School / Pk8 (25 Acres)				High School (50 Acres)							
		.5 mile service	Road / utilities to 2 side of 10 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 2 side of 25 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 4 side of 50 acre site	Total LF of Infrastructure	Cost for Infrastructure				
Electrical	\$ 35.00	2,140	1,320	3,460	\$ 51,900	2,140	3,132	5,272	\$ 79,080	2,140	5,904	8,044	\$ 120,660				
Gas	\$ 20.00	2,140	1,320	3,460	\$ 69,200	2,140	3,132	5,272	\$ 105,440	2,140	5,904	8,044	\$ 160,880				
Telephone / Data	\$ 10.00	2,140	1,320	3,460	\$ 34,600	2,140	3,132	5,272	\$ 52,720	2,140	5,904	8,044	\$ 80,440				
Water	\$ 45.00	2,140	1,320	3,460	\$ 155,700	2,140	3,132	5,272	\$ 237,240	2,140	5,904	8,044	\$ 361,980				
Sewer	\$ 40.00	2,140	1,320	3,460	\$ 138,400	2,140	3,132	5,272	\$ 210,880	2,140	5,904	8,044	\$ 321,760				
Stormwater	\$ 50.00	2,140	1,320	3,460	\$ 173,000	2,140	3,132	5,272	\$ 263,600	2,140	5,904	8,044	\$ 402,200				
Roads	\$ 350.00	2,140	1,320	3,460	\$ 1,211,000	2,140	3,132	5,272	\$ 1,845,200	2,140	5,904	8,044	\$ 2,815,600				
Cost per LF for Infrastructure	\$ 530.00	2,140	1,320	3,460	\$ 1,833,800	2,140	3,132	5,272	\$ 2,794,160	2,140	5,904	8,044	\$ 4,263,320				
Average Cost/Acre for \$		126,804				183,380				111,766				85,266			

Developed Land Cost – The raw land cost of \$21,883.12 is added to the Developed land increment of \$126,804 to obtain a combined value of developed land of **\$148,687**.

Sample Fee Values from Colorado Districts – 2022 Data – Figure 7 shows Front Range school fee amounts. The average single-family fee per unit is \$2,129.

Figure 7 - Land Dedication and Land Dedication Values from Sample Colorado Districts

District	ES Size	MS Size	HS Size	ES Acres	MS Acres	HS Acres	ES Yield	MS Yield	HS Yield	Tot Yield	Raw Land Cost	Dev Land Cost	SFD Fee
Adams 12 (Thornton)	650	1250	2000	10.00	20	60						\$130,649	\$1,620
Aurora	644	1000	1800	11.00	25	58	0.340	0.160	0.200	0.700		\$166,366	\$2,720
Eaton RE2	600	675	900	10.00	25	50	0.260	0.120	0.140	0.520	\$48,000	\$136,076	\$2,253
Greeley-Evans 6	700	900	1800	15.50	27.5	46	0.330	0.130	0.180	0.640	\$69,237	\$157,312	\$2,498
Keenesburg RE3J	525	900	1200	10.00	25	55	0.320	0.140	0.160	0.620	\$40,977	\$129,053	\$2,235
Platte Valley RE7	500	750	1200	10.00	20	30	0.250	0.130	0.170	0.550	\$47,433	\$135,509	\$1,723
Poudre	525	750	1800	15.00	30	80	0.350	0.100	0.090	0.540		\$95,000	\$1,710
St. Vrain (Longmont)	525	750	1200	10.00	25	50	Varies by Community					\$100,092	\$1,489
Windsor RE4	600	900	1200	10.00	25	50	0.330	0.160	0.210	0.700		\$156,000	\$2,916
Averages	585	875	1456	11.28	24.7	53.2	0.311	0.134	0.164	0.610	\$51,412	\$134,006	\$2,129

When to Collect Fee-in-Lieu vs. Land Dedication - Most land developments are smaller than the total number of lots needed to justify an entire school site or a meaningful partial site. In those cases, school districts request the fee necessary to assemble resources to purchase an adequately sized site to serve students produced by the development combined with other developments or existing housing in the area.

Land Dedication Calculations – Fee Calculations – The following Figures 8 – 14 show the detailed calculations for fee-in-lieu for each community along with unincorporated Grand County and the average for the entire district. Since most districts the size of EGSD use fees instead of land dedication, the fees are presented first. Dedication acreages will follow the fee tables.

Figure 8 – Fee-in-Lieu Calculations – Town of Frasier

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Frasier - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.10	0.05	0.07	0.22
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 644.31	\$ 569.97	\$ 884.69	\$ 2,098.97
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.05	0.02	0.03	0.10
B5 - Cost Per Unit by Level - TH/Duplex	\$ 322.16	\$ 227.99	\$ 379.15	\$ 929.29
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.10	0.05	0.06	0.21
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 644.31	\$ 569.97	\$ 758.30	\$ 1,972.58
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.02	0.05
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 252.77	\$ 495.62
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 9 - Fee-in-Lieu Calculations – Town of Granby

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations				
Granby - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.13	0.07	0.09	0.29
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 837.60	\$ 797.95	\$ 1,137.46	\$ 2,773.01
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.07	0.03	0.04	0.14
B5 - Cost Per Unit by Level - TH/Duplex	\$ 451.02	\$ 341.98	\$ 505.54	\$ 1,298.53
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.24	0.12	0.16	0.52
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 1,546.35	\$ 1,367.92	\$ 2,022.14	\$ 4,936.41
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G5 - Cost Per Unit by Level - APT	\$ 193.29	\$ 227.99	\$ 252.77	\$ 674.05
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 10 - Fee-in-Lieu Calculations – Grand Lake Area

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Grand Lake - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.03	0.01	0.02	0.06
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 193.29	\$ 113.99	\$ 252.77	\$ 560.05
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.03	0.01	0.02	0.06
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 193.29	\$ 113.99	\$ 252.77	\$ 560.05
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 11 - Fee-in-Lieu Calculations – Town of Hot Sulphur Springs

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Hot Sulphur Springs - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.14	0.07	0.09	0.30
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 902.04	\$ 797.95	\$ 1,137.46	\$ 2,837.45
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.07	0.04	0.05	0.16
B5 - Cost Per Unit by Level - TH/Duplex	\$ 451.02	\$ 455.97	\$ 631.92	\$ 1,538.91
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.18	0.09	0.12	0.39
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 1,159.76	\$ 1,025.94	\$ 1,516.61	\$ 3,702.31
G2 - East Grand SD Student Yield Per Apartment Unit	0.04	0.02	0.02	0.08
G5 - Cost Per Unit by Level - APT	\$ 257.72	\$ 227.99	\$ 252.77	\$ 738.48
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 12 - Fee-in-Lieu Calculations – Tabernash Area

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Tabernash - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.06	0.03	0.04	0.13
B5 - Cost Per Unit by Level - TH/Duplex	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.06	0.03	0.04	0.13
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G5 - Cost Per Unit by Level - APT	\$ 193.29	\$ 227.99	\$ 252.77	\$ 674.05
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 13 - Fee-in-Lieu Calculations – Town of Winter Park

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Winter Park - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.04	0.02	0.02	0.08
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 257.72	\$ 227.99	\$ 252.77	\$ 738.48
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 14 - Fee-in-Lieu Calculations – Unincorporated Grand County (EGSD Component)

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Unincorporated Grand County - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.04	0.02	0.03	0.09
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 257.72	\$ 227.99	\$ 379.15	\$ 864.86
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.10	0.05	0.07	0.22
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 644.31	\$ 569.97	\$ 884.69	\$ 2,098.97
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Land Dedication Calculations – Acreage Calculations – When developments are large, the district would be able to accept school land instead of fee if that were deemed best. Figures 15 - 21 define the acreage values for each community.

Figure 15 - Land Dedication Calculations – Town of Frasier

East Grand School District - Land Dedication Acreages Per Unit - Frasier
Western Demographics, Inc. - 3/14/25

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.10	0.05	0.07	0.22
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0043	0.0038	0.0060	0.0141
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.05	0.02	0.03	0.10
B6 - Acreage Per Unit by Level - TH/Duplex	0.0022	0.0015	0.0026	0.0063
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.10	0.05	0.06	0.21
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0043	0.0038	0.0051	0.0133
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.02	0.05
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0017	0.0033

Figure 16 - Land Dedication Calculations – Town of Granby

East Grand School District - Land Dedication Acreages Per Unit - Granby
Western Demographics, Inc. - 3/14/25

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.13	0.07	0.09	0.29
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0056	0.0054	0.0077	0.0187
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.07	0.03	0.04	0.14
B6 - Acreage Per Unit by Level - TH/Duplex	0.0030	0.0023	0.0034	0.0087
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.24	0.12	0.16	0.52
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0104	0.0092	0.0136	0.0332
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G6 - Acreage Per Unit by Level - APT	0.0013	0.0015	0.0017	0.0045

Figure 17 - Land Dedication Calculations – Grand Lake Area

**East Grand School District - Land Dedication Acreages Per Unit - Grand Lake
Western Demographics, Inc. - 3/14/25**

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.03	0.01	0.02	0.06
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0013	0.0008	0.0017	0.0038
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.03	0.01	0.02	0.06
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0013	0.0008	0.0017	0.0038
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Figure 18 - Land Dedication Calculations – Hot Sulphur Springs

**East Grand School District - Land Dedication Acreages Per Unit - Hot Sulphur Springs
Western Demographics, Inc. - 3/14/25**

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.14	0.07	0.09	0.30
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0061	0.0054	0.0077	0.0191
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.07	0.04	0.05	0.16
B6 - Acreage Per Unit by Level - TH/Duplex	0.0030	0.0031	0.0043	0.0104
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.18	0.09	0.12	0.39
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0078	0.0069	0.0102	0.0249
G2 - East Grand SD Student Yield Per Apartment Unit	0.04	0.02	0.02	0.08
G6 - Acreage Per Unit by Level - APT	0.0016	0.0014	0.0021	0.0051

Figure 19 - Land Dedication Calculations – Tabernash Area

**East Grand School District - Land Dedication Acreages Per Unit - Tabernash
Western Demographics, Inc. - 3/14/25**

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0026	0.0023	0.0034	0.0083
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.06	0.03	0.04	0.13
B6 - Acreage Per Unit by Level - TH/Duplex	0.0026	0.0023	0.0034	0.0083
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.06	0.03	0.04	0.13
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0026	0.0023	0.0034	0.0083
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G6 - Acreage Per Unit by Level - APT	0.0013	0.0015	0.0017	0.0045

Figure 20 - Land Dedication Calculations – Town of Winter Park

**East Grand School District - Land Dedication Acreages Per Unit - Winter Park
Western Demographics, Inc. - 3/14/25**

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0026	0.0023	0.0034	0.0083
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.04	0.02	0.02	0.08
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0017	0.0015	0.0017	0.0050
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Figure 21 - Land Dedication – Unincorporated Grand County (EGSD Component)

**East Grand School District - Land Dedication Acreages - Unincorporated Grand County
Western Demographics, Inc. - 3/14/25**

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.04	0.02	0.03	0.09
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0017	0.0015	0.0026	0.0058
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.10	0.05	0.07	0.22
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0043	0.0038	0.0060	0.0141
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Summary – The methodology presented in this report would result in the EGSD having a land dedication / fee-in-lieu of dedication system that would be consistent with other Colorado districts. The proposed methodology uses developed land values, localized student yield values and differentiates fees by community and dwelling type based on student yield. The definitions for dwelling types are consistent with current municipal practice. All jurisdictions are represented along with well-known areas that are represented by Census Designated Places along with fees for the EGSD portion of unincorporated Grand County.

Figure 22 – ECSD - Summary of Proposed Land Dedication and Land Dedication Values

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	\$ 2,098.97	\$ 929.29	\$ 1,972.58	\$ 495.62	\$ 1,972.58
Granby	\$ 2,773.01	\$ 1,298.53	\$ 2,773.01	\$ 674.05	\$ 4,936.41
Grand Lake	\$ 560.05	\$ 369.24	\$ 560.05	\$ 369.24	\$ 560.05
Hot Sulphur Springs	\$ 2,837.45	\$ 1,538.91	\$ 2,837.45	\$ 738.48	\$ 3,702.31
Tabernash CDP	\$ 1,234.10	\$ 1,234.10	\$ 1,234.10	\$ 674.05	\$ 1,234.10
Winter Park	\$ 1,234.10	\$ 369.24	\$ 738.48	\$ 369.24	\$ 738.48
Unincorporated Grand Co.	\$ 864.86	\$ 369.24	\$ 864.86	\$ 369.24	\$ 2,098.97

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	0.0141	0.0063	0.0133	0.0033	0.0133
Granby	0.0187	0.0087	0.0187	0.0045	0.0332
Grand Lake	0.0038	0.0025	0.0038	0.0025	0.0038
Hot Sulphur Springs	0.0191	0.0104	0.0191	0.0051	0.0249
Tabernash CDP	0.0083	0.0083	0.0083	0.0045	0.0083
Winter Park	0.0083	0.0025	0.0050	0.0025	0.0050
Unincorporated Grand Co.	0.0058	0.0025	0.0058	0.0025	0.0141



TOWN OF WINTER PARK

RESOLUTION NO. 2286
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH EAST GRAND SCHOOL DISTRICT REGARDING LAND AND FUNDING FOR SCHOOLS

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Winter Park, Colorado, as follows:

Section 1. The Town Council hereby approves the Intergovernmental Agreement Concerning Land Dedications or Payments In-Lieu for School Purposes in substantially the form attached hereto and authorizes the Mayor to execute the same on behalf of the Town.

PASSED, ADOPTED AND APPROVED this 2nd day of December, 2025.

TOWN OF WINTER PARK



Nick Kutumbos, Mayor

ATTEST:



Danielle Jardee, Town Clerk

**INTERGOVERNMENTAL AGREEMENT
CONCERNING LAND DEDICATIONS OR
PAYMENTS IN-LIEU FOR SCHOOL PURPOSES**

THIS INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATIONS OR PAYMENTS IN LIEU FOR SCHOOL PURPOSES ("Agreement") is entered into by and between the Town of Winter Park, Colorado, a home rule municipality ("Town"), and East Grand School District No. 2, a political subdivision of the State of Colorado ("School District"), to be effective as of the 1st day of January 2026 ("Effective Date").

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land within both jurisdictions, including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations.

B. Pursuant to Colorado Constitution, Article XX, Section 6, the Town's Home Rule Charter, and Sections 31-23-301 and -303, C.R.S., the Town is furthermore authorized to regulate and restrict the density of population of the Town for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools.

C. Section 22-54-102(4)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law.

D. Growth in residential land development necessitates the building of additional public school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication and conveyance of land for public school sites or payments in lieu thereof (hereinafter referred to as "in-lieu payments") (land dedication or in-lieu payments are sometimes hereinafter collectively referred to as "Fair Contribution for Public School Sites") will help to meet such demand.

E. In order to provide adequate public school facilities to serve new residential land developments, it is appropriate that the School District and Town cooperate in the negotiation process between the Town and developers seeking annexation or subdivision of land that is annexed or developed after the Effective Date regarding Fair Contribution for Public School Sites.

F. Requiring Fair Contribution for Public School Sites implements the Town's goals and policies to provide for public improvements in a manner appropriate for a modern, efficiently functioning Town, and to ensure that new development does not negatively impact the provision of municipal services.

G. There is an essential nexus between the need for the Fair Contribution for Public School Sites and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the Town and the School District.

H. It is a reasonable exercise of the power of the Town to require Fair Contribution for Public School Sites so that new residential developments bear a proportionate share of the cost of public school site acquisitions that are necessary to provide educational opportunities for the estimated new students generated by new residential developments.

I. The Town and School District, upon consideration of the effect of residential land development on the ability of the School District to provide public school facilities in the Town, agree that it is in the best interests of the citizens of the Town to enter into an intergovernmental agreement for the purposes of providing for the Fair Contribution for Public School Sites, as provided for in this Agreement.

J. The Town and School District desire to hereby define the rights and obligations of each entity with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

AGREEMENT

NOW THEREFORE, in consideration of the objectives and policies expressed in the Recitals to this Agreement and the mutual promises contained in this Agreement, the Town and School District agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified below:

1.1 "Apartment" means a multi-family building containing five (5) or more dwelling units, excluding a townhouse, with each unit having an entrance to a hallway, stairway, or balcony in common with a minimum of one (1) other dwelling unit.

1.2 "Developer" means the legal owner or owners of a any land included in a proposed development, or the holder of an option or contract to purchase, or any person having the authority to submit an application for approval of a subdivision under the Town's land use code.

1.2 "Dwelling unit" means one (1) or more rooms in a dwelling designed for occupancy by one (1) family for living purposes and having not more than one (1) kitchen. For purpose of this Agreement, Dwelling Units are categorized as Single Family Detached, Single Family Attached; and Multi-family.

1.3 "Land Development Project" or "Project" means any proposed annexation, subdivision approval or any subsequent amendment to a previously approved development proposal that will result in new or additional Dwelling Units or a population density or population greater than that contemplated by the previously approved development proposal.

1.4 "Methodology" means the formulas, based upon the School Planning Standards (defined in Section 1.8 below), for calculating the Fair Contribution for Public School Sites, as set forth in Exhibit B, attached hereto and incorporated herein.

1.5 “Mobile Home” means any Dwelling Unit prefabricated in a factory and transported to and placed on a site for residential occupancy.

1.6 “Multi-family dwelling” (also referred to as “apartments” in this Agreement) means a building or portion thereof, including condominiums, designed for or occupied by three (3) or more families living independently of each other, with varying arrangements of entrances and party walls. Multi-family dwelling does not include townhouses, boarding houses, dormitories, fraternities, sororities, bed and breakfast establishments, single-family attached dwellings, single-family detached dwellings, or hotels and motels.

1.7 “School Facility” means any building, structure or appurtenant facility, whether combined in a single structure or separate structures, that is required in the judgment of the School District Board of Education for the provision of K-12 educational services within the School District, including, without limitation, any classroom building, administrative office building, transportation center, athletic field and/or structure, stadium, indoor pool, maintenance building, teacherage and other employee housing and/or training facility.

1.8 “School Planning Standards” means the adopted School District planning standards set forth in Exhibit A, which establish school facility enrollment capacities, School Site Acreage Requirements, student yields per category of Dwelling Unit for each of the three school levels (elementary, middle and secondary or high), and the estimated fair market value of real property that is located within the boundaries of both the Town and the School District.

1.9 “School Site” means a tract or parcel of land dedicated by express language in the final plat of a Project for the construction or expansion of School Facilities.

1.10 “School Site Acreage Requirements” means the minimum acreage needed for each School Site for each of the three separate school levels. The School Site Acreage Requirements are set forth in Exhibit A.

1.11 “Single family attached dwelling” means two (2) or more single-family dwelling units, each with its own outside entrance and individual lot, which are joined together by a common or party wall which is shared by two (2) or more individual dwelling units along the lot line and includes townhomes.

1.12 “Single family detached dwelling” means a detached building designed exclusively for occupancy by one (1) family.

1.13 “Town Code” means the Winter Park Town Code, including, without limitation, its Unified Development Code (“UDC”), as amended.

2. School Site Coordination and Development Referrals

2.1 The Town shall refer to the School District all Land Development Project petitions or applications that require a public hearing before the Planning Commission and/or the Town Council for the School District’s review and comment concerning the adequacy of School Sites

and School Facilities to provide adequate educational opportunities for students in response to the Land Development Project. The School District shall make the determination, as further specified hereinbelow in Section 4, concerning the effect a Land Development Project will have on the School District's ability to provide adequate School Sites and School Facilities based on the Methodology in effect at the time the Developer's proposal is submitted by the Town to the School District for its review and, to the extent permitted by law, the Town shall implement said determination consistent with this Agreement and the Town Code and regulations then in effect. Town staff shall invite School District representatives to its Design Review Committee meetings when Developers are proposing residential development with specific densities and types of units.

2.1 If a non-residential Land Development Project application is filed with the Town but that, in the opinion of the Town, may influence or affect property owned by or activities of the School District, the Town shall also refer information pertaining to said application to the School District for review and comment in accordance with the procedures contemplated herein.

2.3 The School District agrees to promptly review the referred Land Development Project petition or application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the petition or application from the Town to the School District. Failure to timely respond may be deemed by the Town as a response from the School District of "no comment" concerning the referred petition or application if the Town has evidence of notification provided to the School District regarding the Land Development Project petition.

3. Methodology

3.1 The Town agrees to require Fair Contribution for Public School Site as a precondition to final approval of the lawfully authorized Dwelling Units not otherwise exempted under Section 6 below or the Town Code as proposed in the Land Development Project.

3.2 For purposes of this Agreement, the parties have adopted the Methodology to determine Fair Contribution for Public School Sites for each of the three categories of Dwelling Units (Single Family Detached (SFD), Single Family Attached (SFA), mobile or modular construction (MH) and Multi-family or Apartment (APT)) sufficient to provide adequate educational opportunities to new residential developments. The parties agree that the Methodology, attached and incorporated herein as Exhibit B, and as may be amended from time to time and made applicable to the parties by amendment to this Agreement, has been developed in a manner so as to fairly apportion the cost of acquiring School Sites made necessary by a Land Development Project and to ensure that any in-lieu payments will be used as provided in Section 5 below.

3.3 Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but not be limited to, the following factors:

3.3.1 School Planning Standards adopted by the School District;

3.3.2 The capacity demand of each category of School Facility resulting from each category of Dwelling Unit;

3.3.3 The means for determining the per-acre fair market value of real property that is located within the boundaries of both the Town and the School District; and

3.3.4 The procedure for calculating the Fair Contribution for Public School Site sufficient to provide educational opportunities for students in response to the proposed Land Development Project or the combination of land dedication and conveyance and in-lieu payments, required per Dwelling Unit.

3.4 The Town and School District agree that the Methodology and School Planning Standards shall be reviewed every four (4) years or earlier upon the request of either party due to a change in the standards and conditions within the School District. The Methodology and School Planning Standards may be revised to reflect the current standards and conditions within the School District and may be made applicable to the parties by amendment to this Agreement. The exhibit adopted pursuant to the provisions of this Agreement shall be updated by amendment to this Agreement at such time to reflect changes agreed upon by the parties. The School District shall furnish a copy of any updated School Planning Standards it develops to the Town prior to adoption by the School District.

3.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

4. Determination of Land Dedication or In-Lieu Payment Requirements

4.1 As a condition of approval of any Land Development Project, the Developer's Land Development Project application or petition shall dedicate and provide for the conveyance of land for a School Site to the School District or, in the event the proposed dedication of land is inconsistent with the needs of the School District, the Town's comprehensive plan or the School Site Acreage Requirements as determined by the Superintendent or designee or that the parties agree is not otherwise in the best interests of the School District, the School District may require a payment in lieu of land dedication or a combination of land dedication and an in-lieu payment.

4.2 The manner and amount of either type of land dedication or in-lieu payment thereof shall be based on the application of the School Planning Standards and Methodology in effect at the time the Developer applies for any Land Development Project. Nothing provided herein shall preclude the School District and any Developer from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above.

4.3 If land is to be dedicated to the School District as part of the approval of any Land Development Project, the Town agrees before recording of the final plat for the Land Development Project, or any portion of it, to require proof that the dedication and conveyance or appropriate reservation of land for future dedication to the School District in accordance with Section 4.5, has been made to the School District in accordance with the following requirements:

4.3.1 The Developer has conveyed or agreed to convey to the School District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all items, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated to the date of conveyance

or dedication provided, however, if the Developer holds title to the land to be conveyed as a school site by special warranty deed, then conveyance to the School District shall be by special warranty deed. Dedication and conveyance shall occur no later than, or contemporaneously with, the recording of the final plat for the subdivision. If requested by the School District, the Developer shall also enter into a contract with the School District for the sale of real property, which contract shall require the Developer to provide title insurance for the property; a land survey plat of the property; representations and warranties concerning hazardous materials on the property; and contain any other terms agreed upon between the School District and the Developer dedicating and conveying the property.

4.3.2 At the time of dedication or conveyance, the Developer shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property.

4.3.3 At the appropriate time, not later than issuance of the first residential building permit for the Land Development Project, the Developer shall either provide or pay the costs associated with ensuring that the School Site has direct access to a publicly dedicated street improved to Town standards, utilities (including water, sewer, storm sewer, electric, natural gas and telecommunications) stubbed to the School Site, and overlot grading of the School Site, which shall include mass grading but not final/fine grading; all of which costs have been considered and included in the determination of the Developed Land Value in accordance with Exhibit A for those Developers who make in-lieu payments.

4.3.4 The School District shall at no expense to the Town maintain all lands dedicated to the School District, including without limitation mowing in conformance with Town ordinances and regulations. Notwithstanding the foregoing, the School District and the Town may by separate joint use agreement mutually agree to allow for the development and use of the dedication land for park or recreational uses by the Town until commencement of construction of improvements on said land.

4.4 If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the Town shall thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat shows the reservation of such land for such future dedication to the School District. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project that includes the reserved site. The School District shall promptly certify to the Town in writing that the dedication has been made. In the event a final plat is approved without dedication of land, any future filings within the Project may be withheld until the dedication is complete. In the event that the School District determines, in its sole discretion, that the dedication of a reserved site is necessary prior to the issuance of any building permit for the Project within which such site is located, the School District shall so notify the person(s) shown by the records of the Grand County Assessor as being the then-current owner(s) of such site. Said notice shall be sent by certified mail, return receipt requested. Within sixty (60) days of the mailing of said notice, the reserved property that is the subject of the mailing shall be dedicated to the School District by the owner(s) thereof, as a condition of the Town's final approval of the Land Development Project.

4.5 Nothing contained in this Agreement shall preclude the School District from commenting to the Town upon the adequacy of School Sites or School Facilities, necessary in its judgment, to serve the Land Development Project.

5. Collection, Deposit and Expenditure of In-Lieu Payments

5.1 If the Fair Contribution for Public School Sites includes payment in lieu of dedication of land, then the Developer shall make in-lieu payments to the School District calculated in accordance with the then current Methodology for each Dwelling Unit prior to approval and recording of the final plat for the Land Development Project or, in the case of condominiums, prior to the issuance of a certificate of occupancy for each unit. Promptly upon receipt and before approval and recording of the final plat, the School District will provide a certificate to the Town Manager or the Town Manager's designee and to the Developer acknowledging receipt of the in-lieu payments from the Developer for the Land Development Project that identifies the subdivision, blocks, and lots for which the in-lieu payments have been made. The School District will similarly provide a certificate acknowledging payment of the in-lieu fee for a condominium unit as a pre-condition of the issuance by the Town of a certificate of occupancy for any condominium unit. If future adjustments or modifications to the Project result in a reduction in the number of Dwelling Units as proposed in the Land Development Project, then the School District shall have no obligation, except as otherwise provided herein, to refund in-lieu payments previously paid by the Developer. Before issuing a building permit for any Dwelling Unit not otherwise exempt pursuant to Section 6, the Town shall require evidence that the Fair Contribution for Public School Sites has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such evidence in a timely manner to the Town Manager or the Town Manager's designee. In the event a building permit is inadvertently issued without the payment of any in-lieu fees, any future building permits for Dwelling Units within the Project or future filings of the Developer within the Project may be withheld until the delinquent fee is paid. All in-lieu payments shall be paid to the order of the School District and promptly deposited into an appropriate interest-bearing account authorized by Colorado Revised Statutes sections 24-75-601 to 605, which account is established, held and owned by the School District. Fair Contributions for Public School Sites shall not constitute revenue of the Town under the provisions of Article X, Section 20 of the Colorado Constitution.

5.2 The in-lieu payments deposited into the account and all funds the School District may receive from the sale of land dedicated or conveyed as a School Site within three (3) months of the date of dedication or conveyance shall be earmarked and expended solely for acquisition, development, or expansion of School Sites or for capital facilities planning, site acquisition, or capital outlay purposes for School Facilities within the school feeder or open enrollment attendance boundaries that include the property for which the contribution was paid. Subject to the limitations of this Agreement, the time for, nature, method, and extent of such planning, acquisition, development, or outlay shall be at the discretion of the School District.

5.3 Except as otherwise provided in this IGA, any in-lieu payments the District has not used for acquisition or development of public school sites within twenty (20) years of the date of the Developer's final in-lieu payment for the Land Development Project shall be tendered for refund, with interest earned and credited according to C.R.S. § 29-1-801 to -803, to the person or entity who made the Fair Contribution for Public School Sites. This does not pertain to the dedication of land. The School District shall give notice by first-class mail to the person who made the Fair Contribution

for Public School Sites at their address as reflected in the records maintained by the School District. If the person does not file with the School District a written claim for refund of the funds within ninety (90) days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the School District to be utilized for capital facilities that will benefit the school feeder attendance area boundaries that include the property for which the Fair Contribution for Public School Sites funds were paid. The School District may request the Town extend the twenty- (20-) year time period. The Town shall consider any such request at a public hearing, following which the Town may, for good cause shown, extend such period of time as the Town deems reasonable and necessary in accordance with the School District's articulated needs and the Town's comprehensive plan.

6. Exemptions from Fair Contribution for Public School Sites

6.1 The following uses within the Town's boundaries shall be exempted from requirements of Fair Contribution for Public School Sites when determined by the Town at the time of application for a Project to be applicable:

6.1.1 Construction of any non-residential building or structure, except as otherwise provided herein;

6.1.2 Alteration, replacement, or expansion of any legally existing building or structure that does not increase the number of Dwelling Units;

6.1.3 Construction of any building or structure for limited term stay or for long-term assisted living, including, but not limited to, bed and breakfast establishments, adult boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices; and

6.1.4 Construction of any residential developments that are subject to recorded covenants acceptable to the Town in consultation with the School District restricting the age of the residents of said Dwelling Units such that said Dwelling Units may be classified as "housing for older persons," pursuant to the Federal Fair Housing Amendments Act of 1988, as amended.

6.2 Any claim of exemption pursuant to this Section 6 must be made at the time of application for the Project. Any claim not so made may be deemed waived.

7. Annual Report, Accounting and Audit

7.1 The School District shall submit an annual report on or before September 1 of each year to the Town describing the School District's collection and use of in-lieu payments during the preceding fiscal year. This report shall include:

7.1.1 A review of the assumptions and data upon which the Methodology is based, including student generation ratios and attendance area boundaries;

7.1.2 Statutory changes or changes in the Methodology, including the School Planning Standards, and School District policies related to acquisition or construction of school sites and facilities; and

7.1.3 Any recommended modifications to the land dedication and in-lieu payment schedule.

7.2 After receipt of the report, the Town shall review it, consider those matters listed in the previous subsection, and shall complete its review within sixty (60) days of receipt.

7.3 The School District shall establish and maintain a separate accounting system to ensure that all in-lieu payments are expended in accordance with the Agreement.

7.4 The School District shall cause an audit to be performed annually of the in-lieu payments received, used, or expended under this Agreement. The audit shall be conducted according to the generally accepted accounting principles for government entities. A copy of said audit shall be furnished to the Town upon request. The cost of the audit shall be paid for by the School District.

7.5 At any time the Town deems necessary, the School District shall honor the Town's request for an accounting to be completed by the chief financial officer of the School District concerning the School District's use of the in-lieu payments.

8. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter. This Agreement shall automatically renew for additional ten (10) year terms unless either party notifies the other of intent to non-renew at least one hundred eighty (180) days prior to expiration of the term or any extensions thereof. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. At least sixty (60) days before submitting notice of termination to the other party, a party desiring to terminate shall meet and confer in good faith with the other party about its reasons for termination. Any termination or repeal of any authorizing ordinance will apply prospectively to any proposed Land Development Projects and shall not affect the performance of any Projects approved when this Agreement was in effect.

9. Miscellaneous Provisions

9.1 **Faith and Credit.** Neither party shall extend the faith or credit of the other to any third person or entity.

9.2 **Amendments.** This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement.

9.3 **Notice.** Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service.

If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Winter Park
Attention: Town Manager
50 Vasquez Road
P.O. Box 3327
Winter Park, Colorado 80482

East Grand School District No. 2
Attention: Superintendent
99 Co Rd 611
Granby, CO 80446

9.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.

9.5 **Severability.** If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the agreement.

9.6 **Indemnification.** The Town and School District agree to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District shall be responsible for defending any such claim, whether filed against the Town, the School District, or both. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Agreement shall constitute a waiver by the Town or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of the Agreement, and be enforceable until statutes of limitation preclude all claims.

9.7 **Provisions Construed as to Fair Meaning.** The provisions of this Agreement shall be constructed as to their fair meaning, and not for or against any party based upon any attributes to such party as the source of the language in question.

9.8 **Compliance with Ordinances and Regulations.** This Agreement shall be administered consistent with all current and future Town laws, rules, ordinances, and regulations concerning land dedication or conveyance for public school sites.

9.9 **No Implied Representations.** No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

9.10 **No Third-Party Beneficiaries.** None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

9.11 **Financial Obligations.** This Agreement shall not be deemed a pledge of the credit of the Town or the School District or a collection or payment guarantee by the Town to the School District. Nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect municipal debt or municipal financial obligation.

9.12 **Integrated Agreement and Amendments.** This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.

9.13 **Waiver.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

9.14 **Recording.** This Agreement shall be recorded with the Grand County Clerk and Recorder.

9.15 **Prospective Application.** This Agreement shall apply prospectively to any proposed Land Development Projects approved by the Town on or after the Effective Date of this Agreement.

[Signature Page Is Next Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect the day and year first above set forth.

TOWN OF WINTER PARK, COLORADO

By: Nick K
Nick Kutrumbos, Mayor

Date: 12/02/2025

ATTEST:

Danielle Jardee
Danielle Jardee, Town Clerk

EAST GRAND SCHOOL DISTRICT NO. 2

By: _____
President, Board of Education

Date: _____

ATTEST:

Secretary

EXHIBIT A

I. SCHOOL PLANNING STANDARDS

A. Student Yields Per Dwelling Unit Type

Student Yields Per	Elementary School	Middle School	High School	Totals
SFD Dwelling Unit	0.06	0.03	0.04	<i>0.13</i>
Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	<i>0.04</i>
Modular / Mobile Dwelling Unit	0.04	0.02	0.02	<i>0.08</i>
Apartment Unit	0.02	0.01	0.01	<i>0.04</i>

B. School Facility Size Enrollment Capacities and Site Acreage Variables

	Elementary School	Middle School	High School
School Enrollment	300	300	400
Site Acreage	13	23	34

C. Developed Land Costs Average Districtwide: \$148, 687 Per Acre.

EXHIBIT B

METHODOLOGY
Land Dedication and Fee-in-Lieu Calculations

Land Dedication

School Land Dedication Calculations	
Residential Development Type	Land Calculation Rate (per acre)
Single-Family Detached Housing	0.0083
Single-Family Attached Housing	0.0025
Multi-Family Housing	0.0025
Manufactured Homes and Modular Housing	0.0050

Fee-in-Lieu

School Site Fee-in-Lieu Calculations	
Residential Development Type	Fee-in-Lieu Calculation Rate (per unit)
Single-Family Detached Housing	\$1,234.10
Single-Family Attached Housing	\$369.24
Multi-Family Housing	\$369.24
Manufactured Homes and Modular Housing	\$738.48