



**Board of Trustees  
Workshop and Regular Meeting Agenda  
Wednesday February 4, 2026**

**Workshop 4:30 p.m. - 5:30p.m.  
Members of the Board will break for dinner 5:30 p.m. - 6:00 p.m.  
Meeting 6:00 p.m. - 8:30p.m.  
Fraser Town Hall, 153 Fraser Avenue and Virtually**

**NOTE: Times are approximate and agenda subject to change  
Watch the meeting live on Fraser's YouTube Channel**

<https://www.youtube.com/channel/UCs5aHnl7d-kk0j1cxV28DSg>

**Participate in the meeting through our virtual platform  
Zoom Meeting Information**

<https://us02web.zoom.us/j/2590408013>

**Meeting ID: 259 040 8013  
Phone 1-346-248-7799**

1. **4:30 P.M. Workshop - Review Of The Comprehensive Plan - Garrett**
2. **6:00 P.M. Roll Call**
3. **Approval Of Agenda**
4. **Consent Agenda**

- a. Minutes January 21, 2026

Documents:

[TBM 2026-01-21.Pdf](#)  
[Sign In Sheet January 21, 2026.Pdf](#)

5. **Open Forum**

- a. Business not on the agenda (If you would like to request time on a future

agenda please contact the Town Clerk)

## 6. Discussion And Possible Action Regarding

- a. (5 Minutes) Purchase Of Crescendo Sculpture At The Historic Church  
- Sarah W

Documents:

[Matter Before The Board Crescendo Sculpture .Pdf](#)

- b. (15 Minutes) East Grand School District Overview And Update - Brad Ray/Mark Rydberg

Documents:

[Fraser Town Board Strategic Plan Presentation - February 2026 \(1\).Pdf](#)

- c. (15 Minutes) Intergovernmental Agreement Concerning Land Dedications For Payments In Lieu For School Purposes - Garrett/Michael

Documents:

[Staff Memo\\_School Impact Fees.pdf](#)  
[Intergovernmental Agreement Concerning Land Dedications For Payments In Lieu For School Purposes.pdf](#)  
[2025 EGSD Final Impact Fee Study.pdf](#)

- d. (10 Minutes) Fraser Valley Arts Update - Steve Fitzgerald
- e. (10 Minutes) Fraser Valley Arts Memorandum Of Understanding, For Payroll And Health Care Coverage - Laurie

Documents:

[Fraser Valley Arts Memorandum Of Understanding, Employment Services.pdf](#)  
[FVA MOU Staff Memo.pdf](#)

- f. (15 Minutes) Opportunity Zone - Garrett

Documents:

[Staff Memo\\_Opportunity Zone Designation.pdf](#)

- g. (10 Minutes) Public Woks Drop Attendant - Paul/Michael

Documents:

[Staff Briefing Drop Attendant.pdf](#)

## 7. Updates

- a. Committee Minutes (Informational Only)

Documents:

[DDAM 2026-01-13.Pdf](#)  
[PAC Minutes 1\\_8\\_26 DRAFT.pdf](#)

## 8. Executive Session

### a. Regarding Joint Facilities Oversight Committee Agenda Review

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Regarding Joint Facilities Oversight Committee Agenda Review.

## 9. Adjourn

# UPCOMING MEETING WEDNESDAY FEBRUARY 18, 2026 BOARD OF TRUSTEES

### Board

Direct: Define the service, product or value to be delivered

Protect: Establish the operational boundaries to be respected by Staff and monitored by the Board

Enable: Advocacy, resource development, and role discipline

### Staff

Lead: Future focused planning

Manage: Now focused policy and procedural guidance to ensure on time, on budget, and on target service delivery

Accomplish: Ensure the work defined by the direction of the Board of Trustees is accomplished

Please contact the Town Clerk to request accommodations to assist people with disabilities to participate in public meetings. Listening devices for people with hearing impairment are available upon request.

Town Clerk, Antoinette McVeigh 970-531-9943 or [amcveigh@town.fraser.co.us](mailto:amcveigh@town.fraser.co.us)

## FRASER BOARD OF TRUSTEES MINUTES

**DATE:** January 21, 2026

**MEETING:** Board of Trustees Regular Meeting

**PLACE:** Fraser Town Hall Board Room and Virtually

**PRESENT**

**Board:** Mayor Brian Cerkvenik, Mayor Pro-Tem Peggy Smith, Trustees; Adam Cwiklin, Kaydee Fisher, Katie Soles, Julie White

**Staff:** Town Manager, Michael Brack; Town Clerk, Antoinette McVeigh; Deputy Clerk, Wendy Bourn; Assistant Town Manager, Sarah Catanzarite; Finance Manager, Laurie Waters; Town Planner, Garrett Scott; Public Works Director, Paul Johnson; Police Chief, Glen Trainor

**Others:** See attached list; Virtually – Jeff Planck, bahro, Bruce, Carol Olorunsola, James iPhone, Mike Scott, Parnell Quinn

Mayor Cerkvenik called the meeting to order at 6:01p.m.

1. **Rollcall:** Mayor Brian Cerkvenik, Mayor Pro-Tem Peggy Smith, Trustees; Adam Cwiklin, Kaydee Fisher, Katie Soles and Julie White

2. **Approval of Agenda:**  
Trustee Soles moved, and Trustee White seconded the **motion** to approve the agenda.  
**Motion carried: 6-0.**

3. **Consent Agenda:**  
a) Minutes December 3, 2025 Amended  
b) Minutes January 7, 2026  
c) Letter of Support for Safe, Agile, Fast, and Efficient Rail Travel Project

Trustee Cwiklin moved, and Trustee White seconded the **motion** to approve the consent agenda. **Motion carried: 6-0.**

4. **Open Forum:**

5. **Discussion and Possible Action:**

a) Treasurer's Report – Laurie

Finance Director, Laurie Waters presented.

b) Safeway River Bend

Assistant Town Manager, Sarah Catanzarite and John Ewert presented. Greg Steed with Merrick answered questions.



Public comments by Andy Miller.

Trustee Smith moved, and Trustee White seconded the **motion** to move forward with the 'light touch' approach. **Motion carried: 5-0-1** Trustee Cwiklin abstained.

\*Light touch – use a mini excavator to do a log installation with cobble and topsoil and/or plant willows to stabilize the bank. Could cost \$10,000(s). After completion, this approach will be evaluated in future years to determine effectiveness.

c) Fraser Connectivity Study

Town Manager Michael Brack and Public Works Director Paul Johnson and Jeff Planck with Kimley Horn presented.

Trustee White moved, and Trustee Soles seconded the **motion** to approve the connectivity study. **Motion carried: 6-0**

d) Resolution 2026-01-05 Approving an Intergovernmental Agreement with the Town of Winter Park Regarding Building Division Services

Town Planner Garrett Scott and James Shockey, Building Department presented.

Trustee Soles moved, and Trustee Smith seconded the **motion** to approve Resolution 2026-01-05 Approving an Intergovernmental Agreement with the Town of Winter Park Regarding Building Division Services. **Motion carried: 6-0.**

e) Resolution 2026-01-04 Contract with Big Valley Construction for the Preconstruction Design of the Public Works Facility

Public Works Director Paul Johnson presented

Trustee Smith moved, and Trustee Fisher seconded the **motion** to approve Resolution 2026-01-04 Contract with Big Valley Construction for the Preconstruction Design of the Public Works Facility. **Motion carried: 6-0.**

f) Public Works 2025 Year-End Summary

Public Works Director Paul Johnson presented.

g) Planning 2025 Recap

Town Planner Garrett Scott presented.

## 7. **Updates:**

a) Drainage Concerns Response

Public Works Director Paul Johnson presented

- b) Town Manager Brack discussed the crosswalk beacons are up and working again; he will be out Wednesday through Friday next week for CAST conference, some challenges with JFOC meeting invites
- c) Discussion among the Board Members about the cost of improving the wastewater treatment plant to process the IPP from the local breweries.
- d) Mayor Cerkvenik shared the speed study he requested 2 years ago is complete. It will reduce speed in Fraser and Winter Park to 30 and between Fraser and Winter Park to 45.

**8. Adjourn:**

Trustee Soles moved, and Trustee White seconded the **motion** to adjourn. **Motion carried: 6-0.** Meeting adjourned at 7:58 p.m.

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Antoinette McVeigh, Town Clerk



**TOWN BOARD REGULAR MEETING  
REGISTRATION SHEET  
January 21, 2026**

The Public Forum is an opportunity for the public to present their concerns and recommendations regarding Town Government issues to the Town Board. Those wishing to address the Town Board will be allowed a three-minute presentation. If a topic that you wish to discuss has been scheduled for a formal Town Board Meeting, we would ask that you reserve your remarks for that specific date and time. Topics that are in litigation with the Town will not be heard during this forum. All presenters are urged to: (1) state the concern; and (2) list possible solutions. Please keep the following guidelines in mind:

- Remarks that discriminate against anyone or adversely reflect upon the race, color, ancestry, religious creed, national origin, political affiliation, disability, sex, or marital status of any person are *out of order* and may end the speaker's privilege to address the Board.
- Defamatory or abusive remarks or profanity are *out of order* and will not be tolerated.

Anyone attending Town Board meetings must sign in to ensure accurate records and minutes. Sign your name, address, and email on the sign in sheet. Thank you for your cooperation.

NAME	PHYSICAL ADDRESS	EMAIL
Kirk Klancik	706 CR 8314	KirkKlancik@gmail.com
Tony Eason	180 Game Trail	toneason123@gmail.com
Stephen Klobucar	706 CR 8314	stephen.klobucar@tv.org
Greg Bechler	8 GCR 8400 7-7	Greg@outwestchest.com
Russ Knight	356 Golden Dr	snow2knight@msn.com

[illegible]



MEMO TO: Mayor Cerkenik and Fraser Trustees  
FROM: Sarah Wieck Marketing and Communications Manager  
DATE: February 4, 2026  
SUBJECT: Purchase of *Crescendo* Sculpture at the Historic Church

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### **Matter before the Board:**

Purchase of *Crescendo* Sculpture at the Historic Church

### **Background:**

*Crescendo* was installed at the Historic Church as a leased public art piece and has been well received by the community. The Town has previously paid lease fees totaling \$3,000. In late 2025, the artist approached the Town regarding the possibility of purchasing the sculpture outright rather than continuing the lease.

The Public Arts Committee discussed the opportunity at its January meeting and expressed strong support for keeping the sculpture in Fraser long term. Based on available funding and committee discussion, the Town offered a total purchase price of \$10,000, inclusive of the lease amounts already paid. The artist accepted this offer and provided an invoice reflecting the agreed-upon price

### **Benefits:**

- Retains a well-received and established public art piece in its current location at the Historic Church
- Eliminates ongoing lease costs by converting the artwork to a permanent Town asset
- Supports the Town's commitment to investing in public art and placemaking
- Enhances the Historic Church site as a cultural and visual destination within the community
- Provides long-term value through a one-time purchase funded by dedicated Art in Public Places funds

### **Fiscal information:**

The total cost of the sculpture purchase is **\$10,000**. Funds are available and budgeted within the **Art in Public Places** fund. No additional funds are requested.

### **Recommendation:**

Approve the purchase of the *Crescendo* sculpture by Cie Hoover in the amount of \$10,000, to be



paid from the Art in Public Places fund, and authorize staff to execute payment in accordance with the attached invoice.





## Invoice #1019

**INVOICE DATE:** January 09, 2026

**DUE DATE:** January 09, 2026

**FROM:**

Cie Hoover  
Ouray, CO 81427  
United States  
615-260-8835  
cie@ciecreativeco.com

**TO:**

Sarah Wieck  
Fraser, CO  
swieck@town.fraser.co.us

**INVOICE ITEMS:**

Artwork	Price	Invoice Price	Tax
"Crescendo" sculpture at the Historic Church	\$10,000	\$10,000	

Check made payable to "Cie Creative Co. LLC"  
PO Box 551  
Ouray, CO 81427

Invoice Price:	\$10,000
Total Tax:	\$0
<b>Total:</b>	<b>\$10,000</b>





**EAST GRAND SCHOOL DISTRICT**

**STRATEGIC PLAN UPDATE**



# HOW THE STRATEGIC PLAN CAME TO BE

## EAST GRAND STRATEGIC PLAN

THRIVING STUDENTS, LIMITLESS FUTURES

- Sept. 2023- January 2024
- 43 parents, teachers, support staff, community members
- Representing all communities
- 35 plus hrs of meeting and collecting research
- Empathy interview questions
- Strengths, Opportunities and Community Values
- EGSD Vision, Mission, Community Values and Graduate Profile
- SY 2425 - SPAC Committee



# EGSD STRATEGIC PLAN

## EAST GRAND STRATEGIC PLAN

THRIVING STUDENTS, LIMITLESS FUTURES

**VISION:** East Grand Learning Community: Creating thriving students prepared for bright futures with limitless choices.

**MISSION:** In order to achieve academic excellence, East Grand School District fosters learning opportunities for all students and staff to thrive in a safe, healthy, and collaborative environment.

# Community Values

- GRAND BALANCE: we work hard and play hard.
- GRAND CONNECTION: we seek to enhance community and foster collaboration.
- GRAND FOCUS: while honoring our past, we embrace change.
- GRAND COMMITMENT: our tight-knit community is dedicated to preparing students to thrive now and into their futures.

A brown, textured banner with a black outline, featuring the text "EGSD STRATEGIC PLAN" in bold, dark brown capital letters. The banner is positioned in the lower-left foreground, partially overlapping a stylized mountain range in the background.

**EGSD STRATEGIC PLAN**

# *East Grand* Graduates are...



# STRATEGIC PRIORITIES

## Supporting & Accelerating Student Success

- Sustain and improve academic excellence
- Increase and expand learning experiences for all of our students
- Commit to and enhance supports for student well-being

## Sustaining and Developing all Staff

- Retain and attract high quality staff
- Provide for the professional growth and development of all staff

## Increasing and Deepening Community Partnerships

- Schools and the district commit to authentic partnerships with families
- Expand cooperation and connections with our business and community partners



# EGSD STRATEGIC PLAN

## Strategic Plan Advisory Committee (SPAC)

**Purpose and Mission:** The East Grand Strategic Plan Advisory Committee (SPAC) serves as an advisory body and community liaison to support strategic plan implementation and enhancement. The committee bridges the district administration and the East Grand community while fulfilling the state requirements established by the Colorado Department of Education (CDE) as a district accountability committee.

**When:** 2<sup>nd</sup> Monday of each month - 5-6:30 PM

Let us know if you're interested in participating!

# S-PAC UPDATES



*Scan me*



## Snapshot Report



**We are  
successful!**



**We are making  
progress!**



**We are  
focused!**



**MEMO TO:** Board of Trustees  
**FROM:** Garrett Scott, Town Planner  
**CC:** Michael Brack, Town Manager  
**DATE:** February 4, 2025  
**SUBJECT:** Updated Rates for School Land Dedication  
and Fees-in-Lieu

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### **Matter before the Board of Trustees:**

Discussion of the process by which Town staff intends to adopt updated rates for land dedication for schools or fees-in-lieu of land dedication (impact fees) for new developments in Fraser.

### **Background:**

New residential subdivisions/developments in Fraser are required to dedicate land for the purpose of park and school facilities or provide a fee-in-lieu of land dedication (hereafter referred to as an “impact fee” for brevity) if the amount or quality of land would not achieve the purpose of the dedication. These land dedication requirements for parks and schools have existed in the Fraser Municipal Code since 1998 and are codified in [Chapter 19, Article 3, Division 3](#). However, the Town code itself does not document the methodology by which land dedications or impact fees are to be determined. This methodology is instead detailed in resolutions that date from 1998 and has remained unchanged since that time. With regards to school land dedication / impact fee requirements, the current methodology that is utilized, as adopted via Resolution 1998-10-03, is outdated and no longer reflects current enrollment projections/demographics, land values, and school facility needs.

In August 2025, Town staff presented the Board with a proposed resolution that would have updated the school land dedication and impact fee methodology to reflect a study (dated March 14, 2025) that was conducted by the East Grand School District (EGSD) and approved by their Board of Education. At that time, the Fraser Board of Trustees chose to not act on the resolution, and the new methodology was not adopted. Instead, staff was directed to meet with and request additional information from EGSD, as well as finalize a new Intergovernmental Agreement (IGA) between the Town and the school district that better clarifies the policies and procedures regarding school land dedications and impact fees.

### **Next Steps:**

The Fraser Board of Trustees is now presented with a new IGA with EGSD that establishes requirements for school land dedications or impact fees for new residential development in Fraser. The proposed IGA formalizes how the Town and EGSD will coordinate on the review of development applications, calculate a proposed development’s fair contribution toward school facilities, and ensures that those contributions are used appropriately. The IGA also requires that the school land dedication / impact fee methodology be reviewed at least every four years.

Assuming that this IGA is approved by the Fraser Board of Trustees, staff would then prepare an ordinance that would amend the relevant sections of Chapter 19 (the Fraser Land Development Code) to reflect the new school land dedication / impact fee methodology contained in the March 2025 study produced by the EGSD. This ordinance would follow the Town’s normal procedures





for text amendments to Chapter 19 (i.e., a review and recommendation of approval by the Planning Commission, followed by final approval/adoption by the Board of Trustees).

Staff is proposing an amendment to Chapter 19 instead of a resolution (as was previously proposed in August 2025) given the greater transparency, visibility, and awareness that this process would create. Although all resolutions passed by the Board of Trustees are publicly accessible on the Town's website, staff views the Land Development Code as the most referenced and authoritative source of information regarding the various regulations that apply to land use and development in Fraser. By placing the school land dedication / impact fee methodology directly into Town code, it will be much more easily referenced by property owners, developers, and Town staff, therefore creating certainty and predictability in the development process.

The proposed text amendment would codify the land dedication / impact fee requirements for residential development in Fraser as summarized in the table below:

	Land Dedication per Unit (ac)	Impact Fee per Unit
Single-Family Detached (SFD)	0.0141	\$2,098.97
Single-Family Attached (SFA)	0.0063	\$929.29
Mobile Home (MH)	0.0133	\$1,972.58
Apartment (APT)	0.0033	\$495.62

It is anticipated that this text amendment would be brought to the Planning Commission during their February 25, 2026 meeting and brought to the Board for final approval in March 2026.

**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 Fraser, Colorado, a statutory town (“Town”), and East Grand School District No. 2, a political subdivision of the State of Colorado (“School District”), to be effective as of the 1<sup>st</sup> 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, 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.

1.3 "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.

1.4 "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.

1.5 "Methodology" means the formulas, based upon the School Planning Standards (defined in Section 1.9 below), for calculating the Fair Contribution for Public School Sites, as set

forth in Exhibit B, attached hereto and incorporated herein.

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

1.7 “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.

1.8 “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.

1.9 “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.

1.10 “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.

1.11 “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.

1.12 “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.

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

1.14 “Town Code” means the Fraser 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.

2.2 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 Fraser**  
Attention: Town Manager  
153 Fraser Avenue  
P.O. Box 370  
Fraser, Colorado 80442

**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 FRASER, COLORADO

By: \_\_\_\_\_  
Brian Cerkenik, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Antoinette McVeigh, 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**

<b>Student Yields Per</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>	<b>Totals</b>
<b>SFD Dwelling Unit</b>	0.10	0.05	0.07	<i><b>0.23</b></i>
<b>Townhome/Duplex Dwelling Unit</b>	0.05	0.02	0.03	<i><b>0.10</b></i>
<b>Modular / Mobile Dwelling Unit</b>	0.10	0.05	0.06	<i><b>0.21</b></i>
<b>Apartment Unit</b>	0.02	0.01	0.02	<i><b>0.05</b></i>

#### **B. School Facility Size Enrollment Capacities and Site Acreage Variables**

	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
<b>School Enrollment</b>	<b>300</b>	<b>300</b>	<b>400</b>
<b>Site Acreage</b>	<b>13</b>	<b>23</b>	<b>34</b>

#### **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	0.0141
Single-Family Attached Housing	0.0063
Multi-Family Housing	0.0033
Manufactured Homes and Modular Housing	0.0133

##### Fee-in-Lieu

School Site Fee-in-Lieu Calculations	
Residential Development Type	Fee-in-Lieu Calculation Rate (per unit)
Single-Family Detached Housing	\$2,098.97
Single-Family Attached Housing	\$929.29
Multi-Family Housing	\$495.62
Manufactured Homes and Modular Housing	\$1,972.58



## 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
<b>Single Family Detached</b>								
1, detached	388	825	536	273	345	478	5,616	8461
<b>Student Yield</b>	<b>0.23</b>	<b>0.28</b>	<b>0.06</b>	<b>0.30</b>	<b>0.13</b>	<b>0.13</b>	<b>0.09</b>	<b>0.13</b>
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
<b>Single Family Attached, Duplex, Triplex, Four-plex</b>								
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
<b>Subtotal</b>	<b>567</b>	<b>245</b>	<b>153</b>	<b>29</b>	<b>33</b>	<b>680</b>	<b>799</b>	<b>2506</b>
<b>Student Yield</b>	<b>0.10</b>	<b>0.14</b>	<b>0.04</b>	<b>0.15</b>	<b>0.13</b>	<b>0.04</b>	<b>0.04</b>	<b>0.13</b>
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
<b>Modular and Mobile Homes</b>								
<b>Student Yield</b>	<b>0.21</b>	<b>0.52</b>	<b>0.06</b>	<b>0.38</b>	<b>0.13</b>	<b>0.08</b>	<b>0.22</b>	<b>0.26</b>
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
<b>Apartment Yield Estimates</b>								
<b>Student Yield</b>	<b>0.05</b>	<b>0.07</b>	<b>0.04</b>	<b>0.08</b>	<b>0.07</b>	<b>0.04</b>	<b>0.04</b>	<b>0.07</b>
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 Unit 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 3 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	\$ 15.00	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	\$ 2,815,400							
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	Cost per Acre \$ 183,380					Cost per Acre \$ 111,766					Cost per Acre \$ 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
<b>Averages</b>	<b>585</b>	<b>875</b>	<b>1456</b>	<b>11.28</b>	<b>24.7</b>	<b>53.2</b>	<b>0.311</b>	<b>0.134</b>	<b>0.164</b>	<b>0.610</b>	<b>\$51,412</b>	<b>\$134,006</b>	<b>\$2,129</b>

**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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

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

<b>East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Granby - Western Demographics, Inc. - 3/14/25</b>				
<b>Cost Element</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>	<b>Totals</b>
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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>



**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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

**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**

<b>Cost Element</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>	<b>Totals</b>
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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

**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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

**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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

**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
<b>Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation</b>				<b>\$21,883</b>
<b>Total Cost - Basic Infrastructure</b>				<b>\$126,804</b>
<b>Developed Land Cost Including Basic Infrastructure</b>				<b>\$148,687</b>

**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**

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

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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	0.0009	0.0008	0.0017	0.0033

**Figure 16 - Land Dedication Calculations – Town of Granby**

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

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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	0.0013	0.0015	0.0017	0.0045

**Figure 17 - Land Dedication Calculations – Grand Lake Area**

<b><i>East Grand School District - Land Dedication Acreages Per Unit - Grand Lake Western Demographics, Inc. - 3/14/25</i></b>
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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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	0.0009	0.0008	0.0009	0.0025

**Figure 18 - Land Dedication Calculations – Hot Sulphur Springs**

<b><i>East Grand School District - Land Dedication Acreages Per Unit - Hot Sulphur Springs Western Demographics, Inc. - 3/14/25</i></b>
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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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	0.0016	0.0014	0.0021	0.0051

**Figure 19 - Land Dedication Calculations – Tabernash Area**

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

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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	0.0013	0.0015	0.0017	0.0045

**Figure 20 - Land Dedication Calculations – Town of Winter Park**

<b><i>East Grand School District - Land Dedication Acreages Per Unit - Winter Park</i></b> <b><i>Western Demographics, Inc. - 3/14/25</i></b>
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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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	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	
<b>A6 - Acreage Per Unit by Level - SFD</b>	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
<b>B6 - Acreage Per Unit by Level - TH/Duplex</b>	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
<b>C6 - Acreage Per Unit by Level - Modular / Mobile</b>	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
<b>G6 - Acreage Per Unit by Level - APT</b>	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



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 4th day of February, 2026 and describes the understanding for providing and paying for employment and benefits of an executive director and up to two additional staff of FRASER VALLEY ARTS ("FVA") between the TOWN OF FRASER, whose address is 153 Fraser Ave. Fraser, CO 80442 ("Fraser") and FVA, whose address is 1274 Ranch Creek Drive, Fraser, CO 80442 (each a "Party" and collectively, the Parties").

### RECITALS:

WHEREAS, Fraser Valley Arts was formed at the request of the Town of Fraser in 2021 to fund, build, and operate the Fraser Center for the Creative Arts and to help build an arts-centric brand for the Town;

WHEREAS, Fraser Valley Arts is a separate legal entity, has its own sources of revenue, and is empowered to employ agents and employees and to set the salaries of the same;

WHEREAS, in this early stage of its existence, Fraser Valley Arts is lacking certain administrative services, such as a human resources department, and does not currently offer or provide any employee benefits.

WHEREAS, to facilitate Fraser Valley Arts' ability to attract and hire an executive director and a some limited staff, Fraser is willing, subject to the terms of this MOU, to hire, employ and provide employee benefits to said staff on behalf of Fraser Valley Arts; and

WHEREAS, subject to the terms of this MOU, Fraser Valley Arts will reimburse Fraser for the staff's salary and benefits, up to such time that Fraser Valley Arts exceeds three full-time employees.

NOW, THEREFORE, in consideration of mutual rights and obligations as set forth below, the Parties agree as follows:

1. The selection, appointment, and termination of an executive director and staff is in the sole discretion of FVA. The salary amount shall be specified by FVA. Fraser shall provide salary and benefits for the staff in the same manner it does for Fraser employees, and FVA shall reimburse Fraser for the salary and benefits paid by Fraser to the FVA staff. Except for payroll purposes, the executive director and staff shall be deemed an employee and agent of FVA. Actions taken by the executive director and staff in the course and scope of their employment shall be attributed to FVA and not to Fraser. The executive director and staff shall take direction from FVA and not from Fraser.
2. During the term of this MOU, Fraser shall be responsible for the timely

administration and provision of all employment and processing costs associated with the executive director and staff ( including, but not limited to, required taxes, withholdings, and insurance premiums), and FVA shall reimburse Fraser quarterly for all such costs incurred under this MOU.

3. The failure by a Party to enforce any provision of this MOU or the waiver of any specific requirement of this MOU shall not be construed as a general waiver of the agreement or any provision herein, nor shall such action act to estop that Party from subsequently enforcing this MOU according to its terms.

4. Either Party may terminate this MOU at any time for convenience by giving the other Party written notice of not less than thirty (30) days. In the event of termination, FVA shall make all outstanding payments due to Fraser within thirty (30) days of the date of termination.

5. This MOU, and any agreement or document referenced herein, constitutes the entire understanding between the Parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged into this MOU. No attempt to modify this MOU shall be valid or become a part of this agreement unless reduced to writing and signed by both Parties.

6. Nothing herein shall be interpreted as an assumption by Fraser of any liability, debt, or other obligation of FVA at any time under this MOU or thereafter, including any current obligation of FVA to perform, indemnify, or guarantee performance of any third person or entity, nor shall this MOU be interpreted as a guarantee by Fraser of any outstanding duty or obligation of FVA.

7. Each Party is responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the MOU, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C. R. S. § 24- 10- 101, et seq. Nothing herein shall be interpreted as a waiver of either Party's sovereign immunity under the Colorado Governmental Immunity Act.

8. Any financial obligations of the Parties arising under this MOU are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the respective governing bodies, except that FVA shall guarantee any unpaid sums of

salary paid by Fraser are reimbursed. No term or condition of this MOU is intended nor shall be interpreted to create a multi -fiscal year obligation or debt of the Parties.

9. The provisions of this MOU shall not be construed as creating a partnership, joint venture, or other relationship between the Parties. Unless specifically provided, this Agreement shall not allow any Party to act as the agent of the other Party, nor permit any Party to have any authority to act for, or to assume any obligations or responsibilities on behalf of the other Party, nor in any manner limit the Parties in carrying out their respective separate businesses or activities. Employees, agents, consultants, and attorneys of one Party are not, and shall not be deemed to be, employees, agents, consultants, and attorneys of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved by their governing boards or duly authorized officers as of the date first written.

TOWN OF FRASER

\_\_\_\_\_  
\_ Brian Cerkvenik, Mayor

ATTEST:

\_\_\_\_\_  
Antoinette McVeigh, Town Clerk

FRASER VALLEY ARTS

\_\_\_\_\_  
Steve Fitzgerald, President

ATTEST:

\_\_\_\_\_  
Name:



MEMO TO: Mayor Cerkvenik and Board of Trustees  
FROM: Lorraine Waters, Finance Director  
DATE: February 4, 2026  
SUBJECT: MOU providing and paying for employment  
for the Fraser Valley Arts

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**Matter before the Board:**

Discussion and possible motion to move forward with a Memorandum of Understanding for providing and paying for employment benefits of an executive director and up to two additional staff of Fraser Valley Arts.

**Background:**

Fraser Valley Arts was formed at the request of the Town of Fraser in 2021 to fund, build, and operate the Fraser Center of Creative Arts. Fraser Valley Arts is a 501(c)(3) nonprofit established to support and grow culture throughout the Fraser Valley.

**Considerations:**

Fraser Valley Arts is in the early stages of reaching their goals and currently lacks administrative services such as human resources, and employee benefits to attract and incentivize top quality applicants. With help from the Town of Fraser, Fraser Valley Arts will be able to hire, employ and provide benefits. This will also help the FVA to retain quality candidates while continuing the mission that they are dedicated to achieving.

Subject to the terms in the MOU, Fraser Valley Arts will reimburse the Town of Fraser for staff salary and benefits, up to such a time that Fraser Valley Arts exceeds three full-time employees.

**Recommendation:**

Town Staff recommend that the Board of Trustees discuss and evaluate the MOU with the Fraser Valley Arts. The services from the Town will be reimbursed and the benefits to the Fraser Valley Arts will enable the necessary growth toward the completion and benefits of creating the Fraser Valley Center for the Creative Arts.



**MEMO TO:** Board of Trustees  
**FROM:** Garrett Scott, Town Planner  
**CC:** Michael Brack, Town Manager  
Sarah Catanzarite, Assistant Town Manager  
**DATE:** February 4, 2026  
**SUBJECT:** Opportunity Zone Designation

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### **Matter before the Board of Trustees:**

Discussion of how Colorado is implementing the federal Opportunity Zone incentive program and provide direction to staff on whether to advocate for designating eligible census tracts in which Fraser is located as an Opportunity Zone.

### **Background:**

The Opportunity Zones (OZ) program is a federal incentive that is meant to support designated low-income / economically distressed communities through long-term equity investments in businesses and real estate. The incentive is a deferral, reduction, and potential elimination of certain state and federal capital gains taxes for qualified investments that are geographically located within a designated Opportunity Zone.

The program was originally created by the 2017 Tax Cuts and Jobs Act, and the Opportunity Zones that were designated as part of that first iteration of the program will be sunsetting in 2028. However, the passage of the federal bill H.R. 1 (commonly referred to as the One Big Beautiful Bill Act) in July 2025 made the Opportunity Zone program permanent and updated various aspects of the program, including eligibility requirements and the benefits/incentives that are given the qualified investments. The state's Office of Economic Development and International Trade (OEDIT) is tasked with implementing this program in Colorado, and they have a website with more information and resources linked here: [Colorado Opportunity Zone Program](#).

Per OEDIT, Colorado has been very successful in implementing "round 1" of the OZ program, stating that 75% of the Census Tracts that were designated as an Opportunity Zone received some level of investment. Market-rate rental housing is a particularly attractive type of investment within an OZ because of the way the incentive is structured, and OEDIT asserts that approximately 12,000 new housing units were causally induced in the state by the OZ program. However, the OZ program is compatible with a range of types of developments/investments, including outdoor tourism assets, retail space, small business incubators, and manufacturing operations.

### **Analysis:**

On the OEDIT webpage linked above, there is a map of the census tracts that were originally designated as opportunity zones. There is a wide geographic diversity in the areas that received OZ designation, and areas of note that could be viewed as comparable to Fraser are as follows:

- The west side of Craig in Moffat County
- Areas in Estes Park south of US 36 in Larimer County
- Glenwood Springs and Silt in Garfield County
- Paonia and Delta in Delta County





- Silverton in San Juan County
- The southern portion of Durango in La Plata County
- The north and east portions of Pagosa Springs in Archuleta County
- Buena Vista in Chaffee County
- All of Lake County except for Leadville
- Idaho Springs in Clear Creek County
- Avon in Eagle County

In the first round of the Opportunity Zone program, no census tracts in Grand County received the OZ designation. Based on staff's research and the map of "low-income communities" [linked here](#), it appears that only the census tract covering the western portion of Grand County (i.e., Kremmling and Parshall) was eligible to be designated as an opportunity zone; Fraser was not likely eligible in the initial OZ program.

At this time, there is **not an official map or list of eligible census tracts** for the forthcoming iteration of the Opportunity Zone program. The U.S. Treasury Department should be releasing this official list sometime early this year. However, in advance of the official release of this list from the federal government, two economic consulting companies (as well as OEDIT) have produced unofficial/preliminary maps of which census tracts **may** be eligible as based on the language in H.R. 1 and the most current economic data from the Census Bureau. These maps are accessible via the links below:

- [Novogradac PolicyMap - Potential Opportunity Zone 2.0 Eligibility](#)
- [Economic Innovation Group - Eligible Opportunity Zones 2025](#)
- [OEDIT - Colorado Opportunity Zones with New 2025 Eligible Zones](#)

As shown in the three maps linked above, the census tract that is generally bounded by US 40, County Road 8, and the southeastern border of Grand County appears to likely be eligible for designation as an Opportunity Zone. This census tract covers all areas of Fraser, as well as all areas of Winter Park and portions of unincorporated Grand County, located east of US 40. This appears to be the only census tract in Grand County that could receive Opportunity Zone designation.

### Benefits:

If this census tract were to receive designation as an Opportunity Zone, it would likely help to spur investment and development within areas of Fraser to the east of US 40 that may otherwise develop more gradually. Some of the development that could be induced with OZ designation is in alignment with current Town goals, visions, and policies, such as:

- Realization of the Downtown Vision Plan in the Clayton Court area / Riverwalk zone





- 
- Increasing assessed property values within the boundaries of the Fraser Downtown Development Authority (DDA), thereby increasing the revenues that the DDA receives and expanding the projects/initiatives that it can support
  - Greater residential density and other supportive uses that help bolster the viability of increased passenger rail service to/from Fraser
  - Completion of future phases of St. Louis Landing and constructing more deed-restricted housing on the property through potential access to new equity financing sources

**Next Steps:**

Because Colorado (through the Governor) can only nominate/designate 25% of the census tracts that are eligible, OEDIT is engaging with local governments, economic development organizations, other community leaders, and the public at large, to ensure that the State's Opportunity Zone nominations match local priorities. Essentially, the Town must advocate for OZ designation for the census tract(s) that may be eligible. Additionally, because the census tract(s) expand beyond the Town's boundaries, this advocacy will likely be more impactful if it is done in conjunction with the Town of Winter Park and Grand County.

Tentatively, OEDIT is planning to solicit and gather local feedback on OZ designation starting in March 2026, and the State anticipates a "late Spring 2026" deadline for providing feedback. If directed by the Board to do so, staff will work with relevant staff from the Town of Winter Park and Grand County to determine their interest in pursuing the Opportunity Zone designation, and if interested, develop a coordinated strategy to advocate for the OZ designation by the Governor.



MEMO TO: Mayor Cerkvenik and Board of Trustees  
FROM: Michael Brack, Town Manager  
Paul Johnson, Director of Public Works  
DATE: January 21, 2026  
SUBJECT: Public Works Facility

**Matter before the Board:**

Approval to change the currently budgeted Drop part time employee position to a full-time position that will not require a commercial driver's license. Therefore, the automatic pay increase for obtaining a commercial driver license would not apply to this position.

**Background:**

Since the opening of the Drop in 2018, it has been operated by a part time employee on Wednesdays and the weekends. The change to a full-time position will allow for additional street operations when not manning the Drop. The Drop position is currently unoccupied and current street staff are manning the facility on a rotating basis in 2 shifts when open.

**Budget:** the change to a full-time position will increase the budgeted amount of fund 10-60-110 by approximately \$30,000 due to the increased hours and benefit package.

**Recommendation:**

Town staff recommend moving the Drop attendant position to a full-time position that will perform other street operator activities during the days not working at the Drop.

# DOWNTOWN DEVELOPMENT AUTHORITY BOARD MINUTES

Date: January 13, 2026

Meeting: Downtown Development Authority Regular Meeting

Place: Fraser Town Hall Board Room and Virtually

Present:

Board: Chair Parks Thomson, Vice Chair Tiffany Gatesman, Secretary Katie Soles, Treasurer Nick Crabb Members: Barry Young, Greg Bechler, Abbey Samuelson, William Palmer, Steve Fitzgerald

Staff: Interim Executive Director and Assistant Town Manager, Sarah Catanzarite; Town Clerk, Antoinette McVeigh; Marketing and Communications Manager, Sarah Wieck; Special Events Coordinator, Callie McDermott

Others:

Chairperson Parks Thomson called the meeting to order at 9:02 am

1. **Roll Call:** Chair Parks Thomson, Vice Chair Tiffany Gatesman, Secretary Katie Soles, Treasurer Nick Crabb, Members: Barry Young, Greg Bechler, Abbey Samuelson, William Palmer and Steve Fitzgerald

2. **Approval of Agenda:**

Member Soles moved, and Member Palmer seconded the **motion** to approve the agenda. **Motion carried: 8-0**, Gatesman muted.

3. **Consent Agenda:**

- a. Minutes December 9, 2025

Member Fitzgerald moved, and Member Palmer seconded the **motion** to approve the consent agenda. **Motion carried: 8-0**, Gatesman muted.

4. **Open Forum:**

None

5. **Discussion and Possible Action:**

- a. Resolution No. 2026-01-01 Designating Posting Place for DDA Meeting Notices

Member Soles moved, and Member Bechler seconded the **motion** to approve Resolution No. 2026-01-01 Designating Posting Place for DDA Meeting Notices. **Motion carried: 8-0**, Gatesman muted.

b. Ride, Ski, Save Promotion Video Advertisement, Sarah Wieck

Sarah Wieck presented the completed "Ride, Ski, Save" promotion video featuring voice acting by Rebecca Diamond. The 30-second video promotes transportation options from Denver to Fraser. Performance metrics showed strong engagement with 41,000 impressions and nearly 1,000 clicks in just one week since posting began January 2-3, significantly outperforming other campaigns that have been running longer.

Member Bechler moved and Member Thompson seconded the **motion** to increase the maximum spend for the video advertisement to \$2,500 total (an additional \$1,500) for February. **Motion carried: 8-0**, Gatesman muted.

c. Come Up Conference Series, Parks Thompson & Callie McDermott

The board discussed the upcoming "Come Up Conference" series designed to empower citizens to build wealth, create opportunities and inspire entrepreneurship. The initial format will feature four business owners and DDA members (Bill, Tiffany, Parks, and Abby) with social media posts leading to an in-person panel discussion. The board decided to hold one session in February in place of the regular DDA meeting at 8:00 AM, hosted at Rocky Mountain Roastery. Callie will help with the social media postings.

d. Business Enhancement Grant Review Committee & Process

The Business Enhancement Grant applications are open with a priority deadline of February 1st. Member Samuelson and Member Palmer volunteered to serve on the grant review committee. The committee will review applications the first week of February and present the proposal to the town board the second week of February.

e. Work Plan Review and Planning

The Work plan was reviewed for items that are complete and other areas to prioritize. The Board reviewed the core strategies.

- Develop a policy to support events
- Create a summer promotional video
- Review the town's comprehensive plan, once adopted in February, and how it can work with the work plan
- There will be two seats to fill in June
- Future possibilities landmark as a photo opportunity, wayfinding signage, public art installations, trail improvements and sustainability initiatives.

The town purchased 360 Railroad Avenue. This will become a multimodal transit hub.

The first priority for the first quarter of 2026: The Board discussed the possibility of paying for the paving of a sidewalk north of 404 Clayton Court. This would connect Fraser Avenue to the curve at Clayton Court. This would connect Koslig

on Main to the new commercial building, the bakery) and eventually to the Fraser River. The estimated cost is \$20,000-\$30,000. The staff will discuss this with the Public Works Director regarding the cost and feasibility of the project.

**6. Other Business:**

a. Updates

a. Railroad Station Sign

Member Thompson reported receiving an estimate for the railroad station signs at a total of approximately \$1,200, significantly under the original \$8,000 budget. The board agreed to remove the word "elevation" and make the elevation number (8550 feet) larger and straight rather than curved.

b. Social Media

Callie McDermott reported on social media plans, including meetings with downtown Fraser businesses to determine content needs. She suggested possibly changing the handle from "Fraser DDA" to something more informative to the public like "Downtown Fraser" or "Frodo."

c. Other Updates

None

**7. Adjourn:**

Member Bechler moved, and Member Palmer seconded the motion to adjourn at 11:00 pm. Motion carried: 8-0, Gatesman not present.



## PUBLIC ARTS COMMITTEE MINUTES

**DATE:** Thursday, January 8<sup>th</sup> 2026

**MEETING:** Public Arts Committee Regular Meeting

**PLACE:** Fraser Town Hall Board Room

**PRESENT**

**Board:** Callie McDermott, Cynthia McCool, Robin Barre, Kristin Hanson, Beth Nathom, Steve Fitzgerald, Kenzie Lipe, Kristin Hanson, Alessandra Knightlinger

**Staff:** Marketing and Communications Manager, Sarah Wieck, Joe McDonald Public Works

1. **Regular Meeting**, Roll Call

called the meeting to order at 9:05 a.m.

2. **Approval of Agenda**

Cynthia moved, and Robin seconded the **motion** to approve the Agenda. **Motion carried: 8-0.**

3. **Consent Agenda:**

Steve moved, and Cynthia seconded the **motion** to approve the Agenda. **Motion carried: 8-0.**

4. **Discussion**

**1. Fire and Ice 2026**

The committee provided updates on preparations for the Fire and Ice event. Food vendors have been secured, including Astro Coffee, True Penny, and others, with one fish and chips vendor

still pending confirmation. Transportation arrangements were discussed, with confirmation that Mike Brown from Grand Mountain Rides would help with shuttles alongside Home James, providing approximately 10 shuttles total. Parking has been secured at the school, ball fields, and rec center.

Volunteer coordination was addressed with sign-up positions for pre-event setup, same-day setup, bus stops, information tent, and cleanup. The committee agreed to add positions for flag setup the week before and garbage checks during the event.

A business effigy competition was introduced, with seven businesses already interested. The committee established guidelines including no political themes and allowing nails/screws in construction. Voting would take place on social media with the winner announced before the fire is lit.

## **2. Peche Purchase**

The committee discussed the Peche sculpture currently installed at the bike park. After deliberation, the consensus was that the sculpture had run its course, and the committee unanimously voted to return it rather than purchase it for \$2,000. Members expressed interest in potentially pursuing a new bike-themed sculpture for that location.

## **3. Crescendo Purchase**

The committee reviewed the Crescendo wooden sculpture currently installed at the church. Members expressed strong appreciation for the piece, noting its artistic value and appropriate placement in an area developing artistic character.

Motion to purchase the Crescendo sculpture for \$10,000-12,000 made by an unnamed committee member, seconded by another member. Motion approved unanimously.

The committee also discussed potentially engaging the artist and his wife as musicians for a Picnic in the Park event as part of the negotiation, as well as having the artist provide maintenance guidance for the wooden sculpture.

## **5. Open Forum:**

## **6. Other Business:**

The committee discussed the need to address the condition of the lift chairs that serve as bus stops in Fraser. Joe noted that approximately 90% of them are in bad shape and need to be repainted. The committee agreed to put this project on the agenda for after Fire and Ice, with a tentative plan to have the chairs painted in June 2026. Options discussed included a mural-fest style approach, commissioning local artists, or using a uniform Fraser logo design.

Joe mentioned that Christmas decorations would be going up soon and that the Grinch display was now lit at night. The committee discussed using electronic signboards to promote Fire and Ice in the week prior to the event.

Steve moved, and Cynthia seconded the **motion** to adjourn. **Motion carried: 8-0.**  
Meeting adjourned at 10:30 a.m.

DRAFT