



TOWN BOARD WORK SESSION

March 4, 2019 - 6:00 PM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

Members of the Public in attendance are asked to be recognized by the Mayor before participating in any discussions of the Town Board

AGENDA

1. Proposed amendments to the Methodology for Calculating Land Dedication Requirements and Cash In Lieu Payments pursuant to the Intergovernmental Agreement between the Town of Windsor and Weld County RE-4 School District - S. Ballstadt
2. SAFEbuilt End of Year Report for 2018 - S. Ballstadt
3. Future Meetings Agenda

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



MEMORANDUM

Date: March 4, 2019
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Scott Ballstadt, Director of Planning
Re: Proposed amendments to Land Dedication & Cash In Lieu per the Weld RE-4 School District IGA
Item #: 1.

Background / Discussion:

In order to address increased demands on the Weld County RE-4 School District due to residential growth and related student population increases, the Town first entered into an intergovernmental agreement (IGA) regarding land dedication or cash in lieu payments with the District in 1999. Subsequent ordinances were passed in 2000 and 2007 to update the methodology to reflect the increasing per acre value of land.

The fee has not been revised since 2007 as the District preferred not to change fees during the economic downturn. With increased land development costs and record residential building permits being issued the past three years, the District is proposing that both Windsor and Severance update the methodology for calculating land dedication and cash-in-lieu fees paid with new residential building permits to more accurately reflect student yields and school construction costs. The enclosed materials outline the District's proposed changes to the developed land value and methodology for calculating land dedication and in-lieu payments. The Town of Severance approved the amended methodology earlier this year.

Of the three school districts that serve Windsor, the Weld RE-4 District contains the majority of the developable property within the Town's Growth Management Area. Staff reached out to both Poudre School District and Thompson School District R-2J to determine if they would be making similar requests to amend their respective IGAs. Poudre School District (PSD) does not propose any changes largely due to the limited remaining development potential within the PSD portion of Windsor. Thompson School District has not yet indicated their future intentions.

Lastly, also included in the packet materials are annual reports regarding PILO (Payments-In-Lieu of Land Dedication) from each of the three school districts.

Relationship to Strategic Plan:

The proposal is consistent with the Strategic Plan Mission Statement: "The Town of Windsor promotes community and hometown pride through sustainable, excellent and equitable delivery of services in a fiscally responsible manner."

Recommendation:

Direct staff to schedule resolution for approval

CC:

Dan Seegmiller, Superintendent of Schools
Weld RE-4 School District
Stephanie Watson, Assistant Superintendent of Business Services
Weld RE-4 School District

ATTACHMENTS:

- ▢ Weld RE-4 proposed amendments

- ▢ Town of Windsor Draft Ordinance
- ▢ Weld RE-4 IGA Ordinance 2000-1071
- ▢ Weld RE-4 IGA Ordinance 2007-1282
- ▢ Weld RE-4 2017 PILO Report
- ▢ Weld RE-4 2018 PILO Report
- ▢ PSD 2018 PILO Report
- ▢ Thompson 2018 PILO Report

Exhibit A: School District Planning Standards

Student Yields

Elementary	0.386
Middle School	0.195
High School	0.220
Total	0.801

Capacity

Elementary	600
Middle School	900
High School	1200

Site Requirements

Elementary	10 acres
Middle School	25 acres
High School	50 acres

Developed Land Value \$ 106,600

Current

Exhibit B: Methodology for Calculating Land Dedication and In-lieu Payments

	Student Yield	Site Requirement Acres	Capacity	Acres Per Student	Acres Per Unit	Land Value	Cash In Lieu
Single Family							
Elementary	0.386	10	600	0.017	0.00643	\$ 106,600	\$ 686
Middle School	0.195	25	900	0.028	0.00542	\$ 106,600	\$ 577
High School	0.220	50	1200	0.042	0.00917	\$ 106,600	\$ 977
Total	0.801	85		0.086	0.02102		\$ 2,240
Multi Family							
Elementary	0.105	10	600	0.017	0.00175	\$ 106,600	\$ 187
Middle School	0.060	25	900	0.028	0.00167	\$ 106,600	\$ 178
High School	0.035	50	1200	0.042	0.00146	\$ 106,600	\$ 155
Total	0.200	85		0.086	0.00488		\$ 520
Mobile Homes							
Elementary	0.289	10	600	0.017	0.00482	\$ 106,600	\$ 513
Middle School	0.146	25	900	0.028	0.00406	\$ 106,600	\$ 432
High School	0.165	50	1200	0.042	0.00688	\$ 106,600	\$ 733
Total	0.600	85		0.086	0.01575		\$ 1,679

Exhibit A: School District Planning Standards

Student Yields

Elementary	0.330
Middle School	0.160
High School	0.210
Total	0.700

Capacity

Elementary	600
Middle School	900
High School	1200

Proposed

Site Requirements

Elementary	10 acres
Middle School	25 acres
High School	50 acres

Developed Land Value \$ 156,000

Exhibit B: Methodology for Calculating Land Dedication and In-lieu Payments

	Student Yield	Site Requirement Acres	Capacity	Acres Per Student	Acres Per Unit	Land Value	Cash In Lieu
Single Family - d							
Elementary	0.330	10	600	0.017	0.00550	\$ 156,000	\$ 858
Middle School	0.160	25	900	0.028	0.00444	\$ 156,000	\$ 693
High School	0.210	50	1200	0.042	0.00875	\$ 156,000	\$ 1,365
Total	0.700	85		0.086	0.01869		\$ 2,916
Single Family - a							
Elementary	0.150	10	600	0.017	0.00250	\$ 156,000	\$ 390
Middle School	0.070	25	900	0.028	0.00194	\$ 156,000	\$ 303
High School	0.080	50	1200	0.042	0.00333	\$ 156,000	\$ 520
Total	0.300	85		0.086	0.00778		\$ 1,213
Multi Family							
Elementary	0.210	10	600	0.017	0.00350	\$ 156,000	\$ 546
Middle School	0.100	25	900	0.028	0.00278	\$ 156,000	\$ 433
High School	0.050	50	1200	0.042	0.00208	\$ 156,000	\$ 325
Total	0.360	85		0.086	0.00836		\$ 1,304
Mobile Homes							
Elementary	0.289	10	600	0.017	0.00482	\$ 156,000	\$ 751
Middle School	0.146	25	900	0.028	0.00406	\$ 156,000	\$ 633
High School	0.165	50	1200	0.042	0.00688	\$ 156,000	\$ 1,073
Total	0.600	85		0.086	0.01575		\$ 2,457

Current Planning Yields

Student Yield Planning Standards by Housing Type			
School Type (Grades)	SF-d	MF/Apts	MH
Elementary (K-5)	0.386	0.105	0.289
Junior High (6-8)	0.195	0.060	0.146
Senior High (9-12)	0.220	0.035	0.165
Total	0.801	0.200	0.600

Proposed Planning Yields: 2018

Student Yield Planning Standards by Housing Type				
School Type (Grades)	SF-d	SF-a/TH	MF	MH
Elementary (K-5)	0.330	0.150	0.210	0.289
Junior High (6-8)	0.160	0.070	0.100	0.146
Senior High (9-12)	0.210	0.080	0.050	0.165
Total	0.700	0.300	0.360	0.600

SF-d -- typically up to about 6 units per acre

SF-a/TH -- typically from about 6 units to 14 units per acre

MF -- usually 15 or more units per acre

2006 Cash in Lieu Calculations

Criteria	Acres	Land Value	LandValu/Acre
All residential by abstract code, 100. and 1112-1149, includes some farmhouses	3,987.00	301,294,081.00	75,569.12
Single Family Residential by abstract code, 1112	3,286.00	274,345,549.00	83,489.21
All Residential by abstract code, 1112-1149	3,336.00	277,903,054.00	83,304.27
All Residential by Acctype, includes farm houses	4,329.00	291,188,841.00	67,264.69
Single Family and lsees than 5	2,291.00	261,864,900.00	114,301.57
Single Family and lsees than 10	2,856.00	271,625,679.00	95,107.03
Residential Property by abstract code 1112-1149 and less than 5.95 acres	2,532.00	269,835,827.00	106,570.23
Single Family and less than 1 acre	862.00	198,481,043.00	230,256.43
	2,538.00	269,965,827.00	106,369.51

2018 Cash in Lieu Calculations

Criteria	Acres	Land Value	LandValu/Acre
All residential by abstract code, 100. and 1112-1149, includes some farmhouses	5,109.00	584,648,850.00	114,435.09
Single Family Residential by abstract code, 1112	5,022.00	576,056,418.00	114,706.57
All Residential by abstract code, 1112-1149	5,109.62	584,648,850.00	114,421.29
All Residential by Acctype, includes farm houses	7,163.00	687,951,046.00	96,042.31
Single Family and lsees than 5	1,662.00	555,886,279.00	334,468.28
Single Family and lsees than 10	4,158.00	571,880,443.00	137,537.38
Residential Property by abstract code 1112-1149 and less than 5.95 acres	3,589.60	559,668,385.00	155,913.91
Single Family and less than 1 acre	1,655.00	444,212,111.00	268,406.11
	2,538.00	269,965,827.00	106,369.51

Source: Wedl County Assessor, 2018

TOWN OF WINDSOR

ORDINANCE NO. 2019 - _____

BEING AN ORDINANCE REVISING AND READOPTING THE METHODOLOGY FOR CALCULATING LAND DEDICATION REQUIREMENTS AND CASH IN LIEU PAYMENTS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATION OR PAYMENTS IN LIEU FOR SCHOOL PURPOSES ENTERED INTO BY THE TOWN OF WINDSOR AND WELD COUNTY SCHOOL DISTRICT RE-4.

WHEREAS, on or about August 9, 1999, the Town adopted Ordinance No. 1999-1025 establishing land dedication or payments in lieu thereof for school purposes for land development projects in the Town of Windsor, Colorado and in Weld County School District RE-4; and

WHEREAS, contemporaneously with the adoption of this Ordinance the Town of Windsor and Weld County School District RE-4 entered into an Intergovernmental Agreement Concerning Land Dedications or Payments In Lieu for School Purposes; and

WHEREAS, Ordinance 1999-1025 and the aforesaid Intergovernmental Agreement authorized the Town Board to review and update as necessary the land dedication requirement and payments in cash in lieu as originally established by Ordinance 1999-1025; and

WHEREAS, pursuant to the authorization granted within Ordinance 1999-1025 to review and update as necessary the land dedication requirement and payments in cash in lieu, modifications were made by Ordinance 2000-1071 and in Ordinance 2007-1282; and

WHEREAS, there have been no modifications since 2007; and

WHEREAS, in accordance with the provisions for modification, Weld County School District RE-4 has proposed a revised methodology for calculating land dedication requirements and in lieu payments (see attached Exhibit A, the Cash in Lieu Calculations Current and Proposed Changes; and

WHEREAS, the Weld County School District RE-4 Board of Education has reviewed and adopted the proposed revision of land dedication requirements and cash in lieu fees; and

WHEREAS, on [date of public hearing], the Windsor Town Board after appropriate notice conducted a public hearing on the proposed revisions pursuant to the requirements of Ordinance No. 1999-1025; and

WHEREAS, the Town Board hereby determines that the requested revisions are appropriate and reflective of the needs of Weld County School District RE-4; and

WHEREAS, the requested revisions will serve not only the interests of Weld County School District RE-4 but also the interests of the citizens of the Town of Windsor.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Section 1. The revised School District Planning Standards and Methodology for Calculating Land Dedication and In Lieu Payments as set forth on Exhibit A attached hereto and incorporated herein by this reference are adopted by the Town of Windsor.

2. In accordance with Exhibit A the developed land value for determination of cash in lieu payments is increased from \$106,600 per acre to \$156,000.00 per acre.

3. This Ordinance shall become effective on [effective date?] and shall apply to all complete applications for development received after this effective date.

Introduced, passed on first reading, and ordered published this ____day of _____, 2019.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Introduced, passed on second reading, and ordered published this ____day of _____, 2019.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

TOWN OF WINDSOR

ORDINANCE NO. 2000 - 1071

BEING AN ORDINANCE INCREASING THE PER ACRE VALUE OF LAND FOR PURPOSES OF CALCULATING PAYMENT IN LIEU OF LAND DEDICATION FOR SCHOOL PURPOSES FOR LAND DEVELOPMENT PROJECTS IN THE TOWN OF WINDSOR, COLORADO.

WHEREAS, by properly adopted ordinances, the Board of Trustees has established land dedication requirements, or cash payments in lieu thereof, for school purposes for land development projects in the Town of Windsor, Colorado; and

WHEREAS, the aforesaid ordinances are applicable to Weld County School District RE-4, Poudre School District R-1, and Thompson School District R2-J; and

WHEREAS, since the adoption of the aforesaid ordinances, the costs of acquisition of land for school purposes have increased and in accordance with the increased costs, the per acre value of developed land in the original ordinances should be increased;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The value of developed land per acre for purposes of calculating payments in lieu for school purposes shall be increased from \$20,000 per acre to Forty Thousand Dollars (\$40,000.00) per acre.
2. Upon the effective date of this Ordinance, all calculation of payments in lieu for school purposes for properties within Weld County School District RE-4, Poudre School District R-1, and Thompson School District R2-J shall be calculated using the \$40,000 value as aforesaid.
3. In the opinion of the Board of Trustees of the Town of Windsor, Colorado, this Ordinance is necessary for the preservation of the public peace, health, and safety and shall become effective immediately.

Introduced, considered favorable on reading, and ordered published this 9th day of October, 2000.

TOWN OF WINDSOR, COLORADO

By W. Wayne Malt
Mayor

ATTEST:

Cathy M. Kennedy
Town Clerk



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

THIS AGREEMENT is entered into by and between the Weld County School District RE-4 ("School District"), a political subdivision of the State of Colorado, and the Town of Windsor, Colorado ("Town"), a municipal corporation of the State of Colorado, to be effective as of the 16th day of August, 1999 ("Effective Date").

RECITALS

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

B. Section 22-54-102(3)(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.

C. The growth in residential land development in the Town necessitates the building of additional school facilities and/or improvements to existing school facilities in order to accommodate the corresponding increases in the student population. Requiring, in connection with new construction within the Town, the dedication of sites and land areas for schools, or payments in lieu thereof ("in-lieu payments") will help to meet such demand.

D. The School District has adopted certain planning standards and a methodology for calculating the nature and extent of the impact any proposed land-use approval by the Town will have on the adequacy of school sites for the School District and the future residents thereof.

E. The Town is authorized to adopt appropriate ordinances and regulations for the purpose of promoting and preserving the public health, safety, and welfare of the citizens of the Town.

F. There is an essential nexus between the need for the dedication of school sites or in-lieu payments 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.

G. In order to provide adequate school facilities to serve new residential land developments, it is imperative that the School District be consulted regarding land dedication or in-lieu payments for school sites in order to achieve rational and cost-effective planning and to assure that the dedication or in-lieu payment requirements are roughly proportional to the impact of the proposed use on the Town and School District.

H. School land dedication or in-lieu payments serve to implement the Town's Comprehensive Plan, by making provisions for public improvements in a manner appropriate for a modern, efficiently functioning Town; and by implementing those provisions of the Plan that are intended to ensure that new development does not negatively impact the provision of municipal services.

I. The Town, upon consideration of the effect of residential land developments and the ability of the School District to provide school facilities in the Town, has determined that it is in the best interests of the citizens of the Town to enter into an Intergovernmental Agreement with the School District for the purpose of providing for the dedication of land for school sites or payments in lieu thereof as provided in this Agreement.

J. The Town and School District desire to define their respective rights and obligations with respect to the planning, collection, and use of such land dedications and in-lieu payments.

AGREEMENT

NOW, THEREFORE, in consideration of the objectives, policies, and findings expressed in the Recitals to this Agreement, incorporated by this reference, 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 shall have the meanings specified below:

"Developer" means the person or entity seeking land-use approval from the Town and the party responsible for land dedication or in-lieu payments hereunder.

"Dwelling Unit" means a housekeeping unit designed and used for occupancy by a single individual or a family, containing cooking, living, sleeping, and sanitary facilities and having a separate entrance.

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

"Methodology" means the formulas, based upon the School Planning Standards, for calculating land dedication requirements and in-lieu payments, as shown on Exhibit A, attached hereto and incorporated by this reference.

"School Planning Standards" or "Standards" means the adopted School District land-use standards set forth on Exhibit B, attached hereto and incorporated by this

reference, that include student yields per dwelling unit for the three separate school levels, school facility enrollment capacities, school site acreage requirements, and the fair market value of real property that is located within the boundaries of both the Town and the School District.

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

a. The Town and School District find and agree that the current School Planning Standards in Exhibit B are reasonable, that there is an essential nexus between the dedication or payment contemplated and a legitimate local government interest, and that the dedication or payment is roughly proportional both in nature and extent to the impact of the proposed Land Development Project.

b. Prior to or at the time that any proposed plans are submitted to the Town for any annexation or Land Development Project, the Superintendent of the School District or a designee will meet with the Developer, for the purpose of determining whether the School District desires the dedication of any land for schools within the Project, consistent with the School Planning Standards. In the event the School District requests a dedication of land that, based upon the application of the Standards and Methodology, results in a parcel that in itself would be of insufficient size for a school site, the School District agrees to discuss with the Developer:

i. the potential reservation by the Developer or acquisition by the School District of the balance of the property needed to provide an adequate site; or

ii. an in-lieu payment as provided in this Agreement in the event the dedication of sites and land areas is not deemed feasible or in the best interests of the School District.

c. Upon formal submission of any annexation application or any proposed Land Development Project to the Town, the Town shall submit the Developer's proposal to the School District for its review, comments, and recommendations concerning the adequacy of school sites and facilities within the context of the proposed Land Development Project. The School District shall promptly review the proposal and shall promptly submit its comments and recommendations to the Town.

d. The School District shall make a determination concerning the impact of the Project upon the adequacy of school sites and facilities based upon the School Planning Standards which are in effect at the time the Developer's proposal is submitted to the School District for its review.

e. Upon receipt of the School District's determination as to whether land shall be dedicated, the Town shall, to the extent permitted by law, implement said determination as provided in subsection (f) below.

(annexation
petition?)

f. The Town agrees that as a condition of final approval of a subdivision plat for a Land Development Project, it will: (i) require proof of the dedication of land or the appropriate reservation of land for future dedication to the School District in accordance with Section 3 below, or (ii) require proof that the cash-in-lieu payment, as described in paragraph 4 below, has been paid to and received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such proof in a timely manner to the clerk of the Town. This requirement shall apply to each Land Development Project for which application is made on or after the effective date of this Agreement, subject only to the exemptions contained in Section 7 below.

3. Conveyance of Dedicated Land.

a. If land is to be dedicated to the School District as part of the approval of any Land Development Project, the School District shall notify the Town in writing. Upon receipt of such notification, the Town shall thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat provides for the contemporaneous dedication and conveyance of such land to the School District. *cert block - signature.*

b. If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the School District shall so notify the Town in writing. Upon receipt of such notification, 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. *Plats & Phases - No site plans*

c. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project. Prior to the issuance of the first residential building permit for the Land Development Project, the dedicated site shall have overlot grading, direct access to a publicly dedicated street improved to Town standards, and utilities stubbed to the site. The School District shall promptly certify to the Town in writing that the dedication has been made. 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 Weld County Assessor as being the then current owner(s) of such site. Said notice shall be sent by certified mail, return receipt requested. Within 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.

d. Title to the dedicated site shall be conveyed to the School District by general warranty deed, free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated, and paid as of, the date of 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. Assessment and Amount of In-Lieu Payment.

In the event that the School District determines, under Section 2. above, that the dedication of land with respect to a particular Land Development Project would not further the planning objectives of the School District, either because the parcel that could be required to be dedicated would be of insufficient size for a school site or because the location of the dedicated site would be inappropriate, then the amount of the in-lieu payment shall be determined and paid to the School District, according to the Methodology then in effect, prior to approval and recording of the final plat for the Land Development Project. In the event the Developer obtains approval from the Town for the phasing of the Land Development Project that results in separate filings and final plats for each phase, the Developer may defer the payment of the in-lieu payment until the recording of the final plat for each phase; provided, however, that in such case the amount of the payment shall be based upon the School Planning Standards and Methodology in effect at the time of the approval of each phase.

5. Methodology for Assessing In-Lieu Payments

a. The parties agree that the Methodology has been developed in a manner so as to fairly apportion the cost of acquiring school sites made necessary by residential development, and to ensure that any in-lieu payments will be used for the purposes of school site acquisition and development and capital facilities planning within the senior high school feeder attendance area boundaries that include the Land Development Project for which the payment is being made. All dedication requirements and in-lieu payments shall be based upon the School Planning Standards and the Methodology, as the same may be amended from time to time in accordance with subparagraph (b) below, which are in effect at the time the Developer applies for land-use approval.

b. The School Planning Standards and Methodology adopted pursuant to the provisions of this Agreement shall be updated annually from the date of its submission to the Town. A copy of updated versions of Exhibits A and B, reflecting such changes, shall be furnished to the Town within 30 days after its adoption by the School District. The Town shall hold a public hearing before revising the in-lieu payments based upon any revisions to the School Planning Standards and/or the Methodology.

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

a. All in-lieu payments paid to the School District shall be properly identified and promptly deposited into a separate interest bearing account in the name of the School District authorized by sections 24-75-601 to -605, C.R.S. The School District shall be the owner of the funds in the account.

b. The funds deposited into the account shall be earmarked and expended solely for the purposes of school site acquisition and development and capital facilities planning within the senior high school feeder attendance area boundaries that include the Land Development Project for

which the payment was made. Subject to the time limitations contained in this Agreement, the time for, nature, method, and extent of such planning or development shall be within the sole discretion of the School District.

c. Except as otherwise provided in this Agreement, any in-lieu payments which have not been used for the purposes of school site acquisition and development and capital facilities planning within ten years of the date of collection shall be refunded, with interest at the rate of 6 percent per annum compounded annually, to the person(s) shown by the records of the Weld County Assessor as being the then-current owner(s) of the property which was subject to the payment (the "Property Owner"), as of the ten-year anniversary of the date of collection. Notice of such refund opportunity shall be mailed by the School District to the Property Owner's address as reflected in the records of the Weld County Assessor at the end of the ten-year period. If the Property Owner does not file a written claim for such refund with the School District within 90 days of the mailing of such notice, such refund shall be forfeited and shall revert to the School District to be utilized for capital facilities or improvements that will benefit the residence(s) for which the payment was made.

d. The School District may request the Town to extend the ten-year period of time specified in the previous subsection. Such request shall be made at a public hearing before the Town, which may for good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary.

7. Exemptions.

a. The following shall be exempted from land dedication requirements or in-lieu payments:

i. Previously-approved and recorded Land Development Projects, other than those phases for which final plats have not been approved.

ii. Alteration or expansion of a Dwelling Unit.

iii. Replacement of a Dwelling Unit.

iv. Construction of an accessory building, or structure.

v. Long-term care facilities or group homes as defined in the Town's ordinances.

vi. Land Development Projects (or portions thereof) that are subject to recorded covenants permanently restricting the age of all residents of all dwelling units such that the dwelling units may be classified as "housing for older persons" pursuant to the Federal Fair Housing Amendments Act of 1988.

Industrial

vii. Commercial developments.

b. Any claim of exemption as provided in this Section 7 must be made no later than the time of submission of the Project for approval. Any claim not so made may be deemed by the School District and the Town to have been waived by the Developer.

8. Annual Report, Accounting, and Audit.

a. The School District shall establish and maintain an accounting system to ensure that all in-lieu payments are expended in accordance with Section 6.b. above.

b. The School District and the Town shall cause an audit to be performed annually of the in-lieu payments collected and expended in accordance with this Agreement. The audit shall be conducted in accordance with generally accepted accounting principles for governmental entities and may be part of any general audit annually conducted by the School District. A copy of said audit shall be furnished to the Town. The cost of the audit shall be paid from the School District's general fund.

c. At any time deemed necessary, the Town may request an accounting from the Superintendent of the School District concerning the expenditure of the in-lieu payments made to the School District.

9. Term.

The term of this Agreement shall commence on the effective date hereof and continue for a period of ten years thereafter unless the Town repeals the implementing ordinance adopted by the Town concurrent with this Agreement. This Agreement shall automatically renew for an additional ten years unless one party notifies the other of intent to non-renew at least 30 days prior to expiration. Should the Agreement expire, the provisions of Section 6.c. pertaining to refunds shall remain in effect until fully implemented.

10. Miscellaneous.

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

b. 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 accorded this Agreement.

c. 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 Windsor
301 Walnut Street
Windsor, Colorado 80550
Attention: Town Administrator

Weld County School District RE-4
Attention: Superintendent of Schools
1020 Main Street
P. O. Box 609
Windsor, Colorado 80550-0609

Notice given by mail shall be effective three days after it is deposited in the United States mail depository correctly addressed and with sufficient postage for delivery.

d. 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.

e. 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.

f. Indemnification. The Town agrees 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 such claim (whether filed against the Town, the School District, or both) and for the payment of any final monetary judgment entered against the Town in any such action. Nothing contained in this Agreement shall constitute any waiver for 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 all claims are precluded by statutes of limitation.

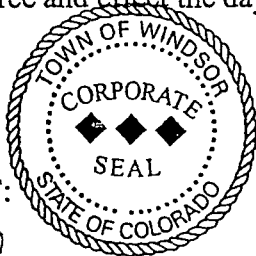
g. Survival. Any provision or obligation of this Agreement, for the benefit of either party, that has not been fully performed or discharged at the time of termination shall survive such termination and continue to bind the party until the expiration of any applicable legal or equitable period of limitation.

h. 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 or district debt or financial obligation.

i. 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 the School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

j. Recording of Agreement. This Agreement shall be recorded with the Weld County Clerk and Recorder.

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



ATTEST:

Cathy M. Kennedy
Town Clerk

APPROVED AS TO LEGAL FORM:

J. M. Gray
Town Attorney

TOWN OF WINDSOR, COLORADO

By: W. Wayne Mall
Mayor

August 9, 1999
Date

APPROVED AS TO CONTENT:

A. Wensley
Town Administrator

ATTEST:

Jonnie Rodgers, Jr.
Secretary

APPROVED AS TO LEGAL FORM:

Richard Brum
School District Attorney

**WELD COUNTY SCHOOL DISTRICT
RE-4**

By: Donald H. Scott
President
Board of Education

August 16, 1999
Date

Exhibit A

METHODOLOGY FOR CALCULATING LAND DEDICATION REQUIREMENTS AND IN-LIEU PAYMENTS

Based on the School District Planning Standards contained in Exhibit A, calculation of land dedication or in-lieu fees use the following procedures:

	Yield	Site Requirement Acres	Current Capacity Requirement	Acres of Land Per Student	Acres of Land Per Unit	Developed Land Value Per Acre	Cash in Lieu Per Unit
SINGLE FAMILY							
Elementary	0.386	10.00	400.00	0.025	0.00965	\$40,000.00	\$193
Middle School	0.195	25.00	700.00	0.036	0.00696	\$40,000.00	\$139
High School	0.220	50.00	800.00	0.063	0.01375	\$40,000.00	\$275
Total District	0.801	85.00		0.123	0.03036		\$607
MULTI FAMILY							
Elementary	0.105	10.00	400.00	0.025	0.00263	\$40,000.00	\$53
Middle School	0.060	25.00	700.00	0.036	0.00214	\$40,000.00	\$43
High School	0.035	50.00	800.00	0.063	0.00219	\$40,000.00	\$44
Total District	0.200	85.00		0.123	0.00696		\$140

Exhibit B

School District Planning Standards

1. Student Yields

Elementary	0.386
Middle School	0.195
High School	0.220
Total	0.80

2. Capacity

Elementary	400.00
Middle School	700.00
High School	800.00

3. Site Requirement

Elementary	10 acres
Middle School	25 acres
High School	50 acres

4. Developed Land Value*

\$40,000.00

*Per Town of Windsor Request

TOWN OF WINDSOR

ORDINANCE NO. 2007 - 1282

BEING AN ORDINANCE REVISING AND READOPTING THE METHODOLOGY FOR CALCULATING LAND DEDICATION REQUIREMENTS AND CASH IN LIEU PAYMENTS PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATION OR PAYMENTS IN LIEN FOR SCHOOL PURPOSES ENTERED INTO BY THE TOWN OF WINDSOR AND WELD COUNTY SCHOOL DISTRICT RE-4.

WHEREAS, on or about August 9, 1999, the Town adopted Ordinance No. 1999-1025 establishing land dedication or payments in lieu thereof for school purposes for land development projects in the Town of Windsor, Colorado and in Weld County School District RE-4; and

WHEREAS, contemporaneously with the adoption of this Ordinance the Town of Windsor and Weld County School District RE-4 entered into an Intergovernmental Agreement Concerning Land Dedications or Payments In Lieu for School Purposes; and

WHEREAS, Ordinance 1999-1025 and the aforesaid Intergovernmental Agreement authorized the Town Board to review and update as necessary the land dedication requirement and payments in cash in lieu as originally established by Ordinance 1999-1025; and

WHEREAS, in accordance with the provisions for modification, Weld County School District RE-4 has proposed a revised methodology for calculating land dedication requirements and in lieu payments; and

WHEREAS, the Weld County School District RE-4 Board of Education has reviewed and adopted the proposed revision of land dedication requirements and cash in lieu fees; and

WHEREAS, on February 12, 2007, the Windsor Town Board after appropriate notice conducted a public hearing on the proposed revisions pursuant to the requirements of Ordinance No. 1999-1025; and

WHEREAS, the Town Board hereby determines that the requested revisions are appropriate and reflective of the needs of Weld County School District RE-4; and

WHEREAS, the requested revisions will serve not only the interests of Weld County School District RE-4 but also the interests of the citizens of the Town of Windsor.

NOW THEREFORE, be it ordained by the Town Board of the Town of Windsor as follows:

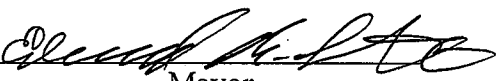
1. The revised School District Planning Standards and Methodology for Calculating Land Dedication and In Lieu Payments as set forth on Exhibits A and B attached hereto and incorporated herein by this reference are adopted by the Town of Windsor.

2. In accordance with Exhibits A and B the developed land value for determination of cash in lieu payments is increased from \$40,000 per acre to \$106,600 per acre.

3. This Ordinance shall become effective on June 1, 2007 and shall apply to all complete applications for development received after this effective date.

Introduced, passed on first reading, and ordered published this 12th day of February, 2007.

TOWN OF WINDSOR, COLORADO

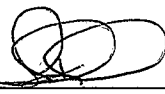
By 
Mayor

ATTEST:


Town Clerk

Introduced, passed on second reading, and ordered published this 26th day of February, 2007.

TOWN OF WINDSOR, COLORADO

By 
Mayor Pro Tem

ATTEST:

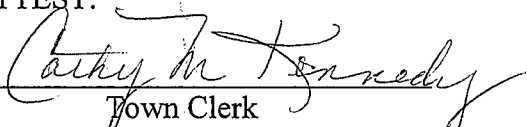

Town Clerk



Exhibit A: School District Planning Standards

Student Yields

Elementary	0.386
Middle School	0.195
High School	0.220
Total	0.801

Capacity

Elementary	600
Middle School	900
High School	1200

Site Requirements

Elementary	10 acres
Middle School	25 acres
High School	50 acres

Developed Land Value \$ 106,600

Exhibit B: Methodology for Calculating Land Dedication and In-lieu Payments

	Student Yield	Site Requirement Acres	Capacity	Acres Per Student	Acres Per Unit	Land Value	Cash In Lieu
Single Family							
Elementary	0.386	10	600	0.017	0.00643	\$ 106,600	\$ 686
Middle School	0.195	25	900	0.028	0.00542	\$ 106,600	\$ 577
High School	0.220	50	1200	0.042	0.00917	\$ 106,600	\$ 977
Total	0.801	85		0.086	0.02102		\$ 2,240
Multi Family							
Elementary	0.105	10	600	0.017	0.00175	\$ 106,600	\$ 187
Middle School	0.060	25	900	0.028	0.00167	\$ 106,600	\$ 178
High School	0.035	50	1200	0.042	0.00146	\$ 106,600	\$ 155
Total	0.200	85		0.086	0.00488		\$ 520
Mobile Homes							
Elementary	0.289	10	600	0.017	0.00482	\$ 106,600	\$ 513
Middle School	0.146	25	900	0.028	0.00406	\$ 106,600	\$ 432
High School	0.165	50	1200	0.042	0.00688	\$ 106,600	\$ 733
Total	0.600	85		0.086	0.01575		\$ 1,679

Weld County School District RE-4

6/30/2017

ANNUAL REPORT ON PILO (Payments-In-Lieu of Land Dedication)

The District has intergovernmental agreements (IGAs) with the Town of Windsor and the Town of Severance concerning land dedications or payments in lieu for school purposes. The District receives similar funds from Weld County, but without a formal agreement. The District currently doesn't have an agreement with the City of Greeley, but has had recent discussions with them and hope to have a similar arrangement in the future.

HISTORY

The District's first intergovernmental agreement relative to payments in lieu of land dedication was signed in 1999 with the Town of Windsor. The first payment was received through Weld County in July 2000. The District has collected a total of approximately \$5.7 million, including interest earnings, since the first agreement. To date, two land purchases have been made, which include a middle school site and a high school site for a total of \$2.75 million. It is also planned to utilize a portion of the funds for site development costs related to the upcoming second high school as well as additional land purchases in the next fiscal year.

THE PROCESS AND VALUE

The process begins when new developments are presented to the respective planning departments for review. The District submits an impact statement that includes the expected number of students to be generated from the development, the capacity of the buildings currently serving the area, as well as if the District requests cash-in-lieu funds or a land dedication for a future school site.

Since the beginning of the agreements, the District has been dedicated, or is in the planning process with developers, a total of ten elementary sites for approximately 100 acres, and three secondary sites for approximately 125 acres. This totals roughly 225 acres since the inception of the agreements. With this being said, several of these developments appear to be making some changes from their original plans, which could impact this data.

In the summer of 2006, the land value was increased to reflect current market values within the District. The current per-unit amount collected is \$2,240 per single family unit and \$520 per multi-family unit. These amounts have been adopted by all of the entities as noted above. We are not requesting a change in land value at this time, but are reviewing the current market value to determine if a change is needed.

During fiscal year 2017, the District collected a total of \$1,443,167 in PILO. This increase reflects the growth and expansion and increased building permits within our district boundaries. This annual collection amount is the highest since the inception of the agreements. Interest rates are seeing an increase, which will assist with the funds available.

The following table details the amounts collected from each entity for the past five years as well as the amount of interest earned.

ENTITY	2012-13	2013-14	2014-15	2015-16	2016-17	% SINCE INCEPTION
Severance	\$ 14,654	\$ 43,774	\$ 92,447	\$ 148,447	\$ 117,087	29.35%
Weld County	\$ 6,710	\$ 4,480	\$ 4,480	\$ 20,160	\$ 33,600	6.21%
Windsor	\$ -	\$ -	\$ 22,880	\$ -	\$ 1,292,480	58.38%
Interest	\$ 205	\$ 314	\$ 321	\$ 538	\$ 16,072	6.06%
TOTAL	\$ 21,569	\$ 48,568	\$ 120,128	\$ 169,145	\$ 1,459,239	100.00%

Weld County School District RE-4

6/30/2018

ANNUAL REPORT ON PILO (Payments-In-Lieu of Land Dedication)

The District has intergovernmental agreements (IGAs) with the Town of Windsor and the Town of Severance concerning land dedications or payments in lieu for school purposes. The District receives similar funds from Weld County, but without a formal agreement. The District currently doesn't have an agreement with the City of Greeley, but has had recent discussions with them and hope to have a similar arrangement in the future.

HISTORY

The District's first intergovernmental agreement relative to payments in lieu of land dedication was signed in 1999 with the Town of Windsor. The first payment was received through Weld County in July 2000. The District has collected a total of approximately \$6.9 million, including interest earnings, since the first agreement. To date, three land purchases have been made, which include a middle school site, a high school site, and additional land adjacent to a 50-acre donated site, all of which total approximately \$4.5 million. Funds in the amount of \$1 million were also used for site development costs related to the second high school.

THE PROCESS AND VALUE

The process begins when new developments are presented to the respective planning departments for review. The District submits an impact statement that includes the expected number of students to be generated from the development, the capacity of the buildings currently serving the area, as well as if the District requests cash-in-lieu funds or a land dedication for a future school site.

Since the beginning of the agreements, the District has been dedicated, or is in the planning process with developers, a total of nine elementary sites for approximately 90 acres, and three secondary sites for approximately 125 acres. This totals roughly 215 acres since the inception of the agreements. With this being said, several of these developments appear to be making some changes from their original plans, which could impact this data.

In the summer of 2006, the land value was increased to reflect current market values within the District. In early 2019, the District will be working with all entities to again update the land values and student generation rates in the calculation to reflect current market conditions.

During fiscal year 2018, the District collected a total of \$1,149,120 in PILO. These collections reflect the growth and expansion and increased building permits within our district boundaries. This annual collection amount is the second highest since the inception of the agreements. Interest rates are seeing an increase, which will assist with the funds available.

The following table details the amounts collected from each entity for the past five years as well as the amount of interest earned.

ENTITY	2013-14	2014-15	2015-16	2016-17	2017-18	% SINCE INCEPTION
Severance	\$ 92,447	\$ 148,447	\$ 216,254	\$ 117,087	\$ 981,120	38.52%
Weld County	\$ 4,480	\$ 20,160	\$ 17,920	\$ 33,600	\$ 22,400	5.47%
Windsor	\$ 22,880	\$ -	\$ 768,320	\$ 1,292,480	\$ 145,600	50.52%
Interest	\$ 321	\$ 538	\$ 3,380	\$ 16,072	\$ 31,718	5.48%
TOTAL	\$ 120,128	\$ 169,145	\$ 1,005,874	\$ 1,459,239	\$ 1,180,838	100.00%

Poudre School District - Town of Windsor PILO

The initial intergovernmental agreement (IGA) concerning land dedications and payments in lieu with the Town of Windsor was signed and effective beginning December 1, 1999. The first payment made to the school district regarding the agreement was in the district's 2003 fiscal year, and additional payments were made in fiscal years' 2004, 2005, 2007 and 2008. No additional payments have been received since 2008. A total of \$297,538.24 was collected from PILO revenue during those years, enabling the district to purchase land for Kinard Middle School. The table below illustrates the collections received by the district, by fiscal year:

Poudre School District Fiscal Year (July 1 - June 30)							
	2003	2004	2005	2006	2007	2008	2009-2018
Town of Windsor							
PILO Revenue							
Received:	\$ 35,446.32	125,521.60	95,086.16	—	29,816.74	11,667.42	—

A proposal was presented by Poudre School District and an ordinance was signed on behalf of the Town of Windsor in the spring of 2013 to increase the fee of both 1-4 attached units and 5 or more attached units due to a healthy economy. The fee is to be paid to Poudre School District by the developer at the time of final plat, and is based upon the following: 1-4 attached units is \$1,710/unit and 5 or more attached units is \$855/unit, effective June 2013, respectively.

2018 ANNUAL REPORT ON PILO (*Payments-In-Lieu-Of*)

The District has intergovernmental agreements (IGAs) with the City of Loveland, City of Fort Collins, Town of Berthoud, Town of Johnstown, and Town of Windsor for land dedication or payments-in-lieu-of school sites (PILO). The District receives similar funds from Larimer County and Weld County, but without an IGA. These PILO funds are a vital part of the District's ability to provide sites for new schools when and where growth occurs.

PURPOSE

In our state statutes, the counties, and subsequently local governments, have the *authority to require the reservation or dedication of sites and land areas for schools or the payment of monies in lieu of*. (C.R.S.30-28-133 (4) (a)). The concept of PILO is the direct result of a desire to ensure development bears a proportionate share of the capital costs necessary to build new schools in response to growth or overcrowding. It is this requirement of a *rational nexus* (a direct link between cause and need) that mandate funds be spent in the same high school feeder group as it is collected.

The statutes limit PILO expenditures, however, to the acquisition and/or development of the land only – construction of buildings or funding of staff are excluded. Included in site acquisition are items of due diligence and closing such as: Colorado Geological Surveys; site surveys; Phase I Environmental Studies; title searches; and legal reviews. Included in site development are capital facilities planning, code review, and infrastructure needs such as: sidewalk, curb, and 1/2 road development; utility services stubbed to the site; raw water dedication requirements, and over lot grading.

HISTORY

The District's first PILO IGA was signed in 1996 with the City of Loveland. Since that time over \$13 million has been collected. To date, PILO expenditures have been associated with:

- infrastructure at Mountain View High School,
- C-BT shares of water (as part of the infrastructure requirements) for Coyote Ridge Elementary School, Ponderosa Elementary School, and High Plains School
- the purchase of a future middle/high school site between Fort Collins and Loveland,
- the purchase of additional land to support growth at Turner Middle School in Berthoud,
- the due diligence and closing costs associated with Ponderosa Elementary dedication,
- infrastructure and due diligence costs related to a water retention pond at Berthoud High,
- infrastructure and site development costs associated with the expansion of the early childhood program to additional school sites,
- routine due diligence costs associated with the acquisition of additional elementary school sites, and
- the purchase of water shares to allow development of acquired sites.

THE PROCESS & VALUE

The process begins whenever a new development comes through a jurisdictions' review and approval process. The District is asked to submit an impact report. This impact report states what the proposed residential growth will do to the district's school capacities. At the same time, the District also requests the dedication of a school site or payment of PILO.

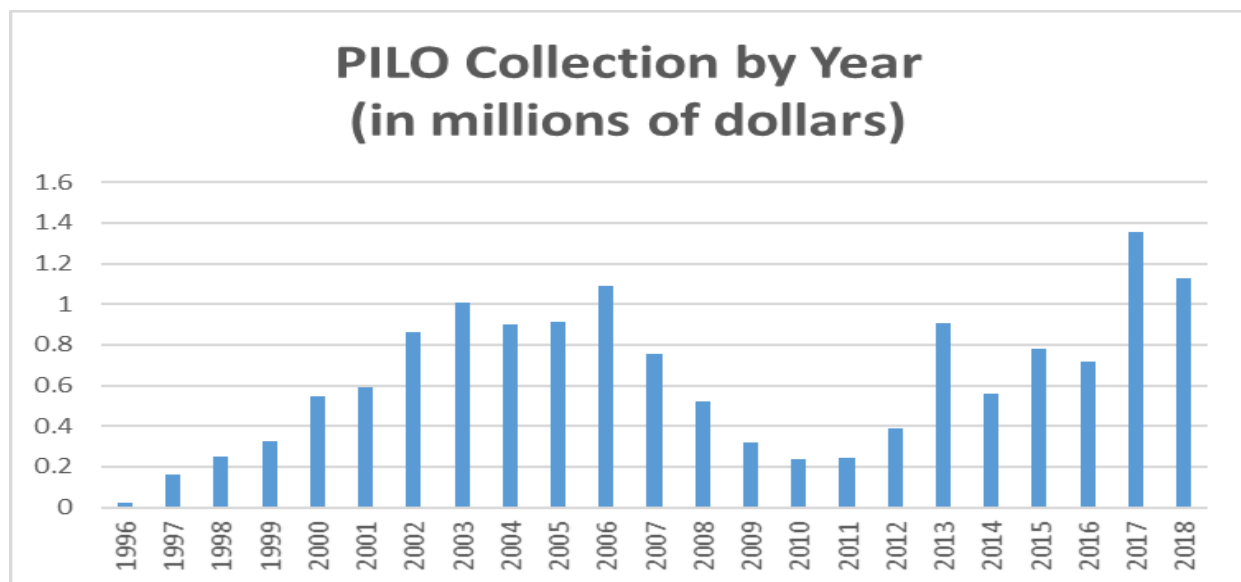
The District has received title for a middle school site dedication as part of this process. The Coyote Ridge Elementary, Ponderosa Elementary, and High Plains School sites were dedications. Other discussions regarding elementary site dedications have been initiated, but are still in the planning/negotiation stages.

Since the current fees were implemented in 2006, the District has twice re-evaluated the formulation behind these fees. In 2012, there were not enough comparable land sales to justify any change in the methodology. In 2016, commercial land prices were once again (after the downturn in the economy) equal to the values that were used for the original computation. Currently, the District is conducting an analysis of the factors involved and producing a new fee structure for presentation to our jurisdictions.

	Feeder System					Total
	BHS	LHS	MVHS	TVHS	Undesignated	
Fund Balance	\$ (353,235)	\$ 1,766,815	\$ 1,520,218	\$ 1,225,408	\$ 696,132	\$ 4,855,338
Berthoud	257,052			194,862		451,914
Boulder						-
Fort Collins		10,842				10,842
Johnstown			366,704			366,704
Larimer					50,111	50,111
Loveland		77,852	57,402	89,830		225,084
Weld						-
Windsor			-			-
Interest					24,010	24,010
Expenditures	-	1,197,246	1,257,246	376,338	376,338	3,207,166
Total	\$ (96,183)	\$ 658,263	\$ 687,079	\$ 1,133,763	\$ 393,915	\$ 2,776,837

The District expects the collections for the Berthoud and Johnstown to continue to dominate while the City of Fort Collins and Windsor will continue to have a diminishing role. The City of Loveland should continue to hold steady as new developments begin.

During the 2017/18 school year, PILO fees totaled \$1,128,635 (including interest), which is a decrease of \$228,174 from 2016. Staff expects new residential construction to increase during the 2019-20 school year and that the majority of that construction will be in the same areas as in recent years (northwest Loveland, Berthoud, and areas east of I-25 served by the district). The District must spend any single payment within 10 years of when it is collected (or return it to the payee with interest).



As of June 30, 2018, just over \$2.75 million remains in the combined PILO accounts. Planning considers it prudent to maintain a minimum \$250K reserve for unexpected due diligence and infrastructure costs. In summary, this means currently there is \$2.5 million available for acquiring water shares and to purchase and develop sites owned by the district.



MEMORANDUM

Date: March 4, 2019
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Scott Ballstadt, Director of Planning
Re: SAFEbuilt End of Year Report for 2018
Item #: 2.

Background / Discussion:

Mr. Caleb Sulzen, Building Official, SAFEbuilt, will be presenting the enclosed end of year report for 2018 and answering any questions Town Board may have.

ATTACHMENTS:

- ▢ SAFEbuilt End of Year Report for 2018

Town of Windsor



Building Department Update

Year End Annual Report for 2018



SAFEbuilt's Mission:

SAFEbuilt partners with government agencies to provide expert Community Development solutions that improve service, reduce costs, and make communities safer for citizens. It was an exciting 2018 for SAFEbuilt. SAFEbuilt was founded in Windsor in 1992 with only 4 employees. In the past 25 years, we've grown to over 1200 full time employees in 17 states and over 700 clients, ranging in populations from 1,500 to more than 2 million. We have national expertise in a range of third-party solutions including Building Department Administration, Inspections, Plan Review, Code Enforcement, Planning & Zoning, and automation software. Our employees remain rooted in our commitment to ensuring a "safe built" environment in our communities and our five Core Values: Integrity, Improvement, Service, Teamwork, and Respect. Even with all the new activity and growth, our ultimate focus remains serving you and providing top-notch customer service and community development solutions.

SAFEbuilt is proud to say that we have partnered with the Town of Windsor since 1993. Our mission has been, and continues to be, to provide the community of Windsor with pre-eminent Building Department Services. 2018 proved to be an outstanding year both in terms of the number of permits and inspections issues as well as overall morale.

Our Goals:

- ✓ "Give Back" to the Community. We are proud to partner with the town of Windsor and by donating to charity events and waving fees for town projects that benefit the citizens shows our commitment to the town of Windsor.
- ✓ Maintain a high level of education to our SAFEbuilt staff so we can offer the best Building department services to the town of Windsor, including town staff.
- ✓ Assist the town through the adoption process when a new code is published, this includes educating the public by way of local seminars and training classes.
- ✓ Show case our company core values every day; Integrity, Improvement, Service, Teamwork and Respect.
- ✓ Call ahead notices for homeowners allow them to meet us on "their" schedule.
- ✓ Continue to provide and implement the newest and most advanced software available.

Technology:

- ✓ Web based permitting software system, Meritage, tracks every application from start to finish. Inspection results are live and resulted on-site. The contractor or homeowner receives an email when inspections pass or fail. This allows the builder to forward the corrections to their subcontractors which expedites the inspection process. Once all inspections are complete, the town is instantly notified that the Certificate of Occupancy is ready to issue. Inspections are routed by the inspector in google maps to get the most efficient routing possible. Meritage also has a permit "Fee Estimator" to help town staff give citizens an estimated cost for all types of building permits.
- ✓ iPads – All field inspector have mobile devices to access the inspection history, and all documents pertaining to the project. Photos can be taken from the iPad, uploaded and attached to the permit application file.
- ✓ All adopted codes and amendments are installed electronically on the inspector's mobile device for quick access.

Our Windsor Office Staff:

Caleb Sulzen- Chief Building Official
Kim Doss- Office Manager/Permit Technician
Chrissy Thomas – Permit Technician
Dori Wataha- Permit Technician
Tori Tomasino – Building Inspector/Commercial Electrical Inspector
Derek Franklin – Building Inspector/Commercial Electrical Inspector
Robert Warkentin- Building Inspector/Commercial Electrical Inspector
Craig Rossi-Building Inspector/Commercial Electrical Inspector
Rob Godin-Building Inspector
Nathan Smith - Building Inspector/Commercial Electrical Inspector
Michael Stitt – Commercial/Residential Plans Examiner
Dennis Lohmeier – Residential Plans Examiner

Project Highlights:

Good
Samaritan
Assisted Living
Facility

- \$14,990,612 Valuation
- 56,694 Square Feet

Springhill
Suites Hotel

- \$6,002,000 Valuation
- 16,120 Square Feet

Fuzzy's Taco
Shop

- \$1,050,000 Valuation
- 6,427 Square Feet

Associates in
Family
Medicine

- \$3,973,045 Valuation
- 15,475 Square Feet

Old Windsor
Mill
Renovation

- \$5,000,040 Valuation
- 15,703 Square Feet

Greendale
Flex

- \$1,622,375 Valuation
 - 15,300 Square Feet
-

Human Bean
Drive-Thru

- \$400,000 Valuation
- 564 Square Feet

Mighty River
Brewing &
Taproom

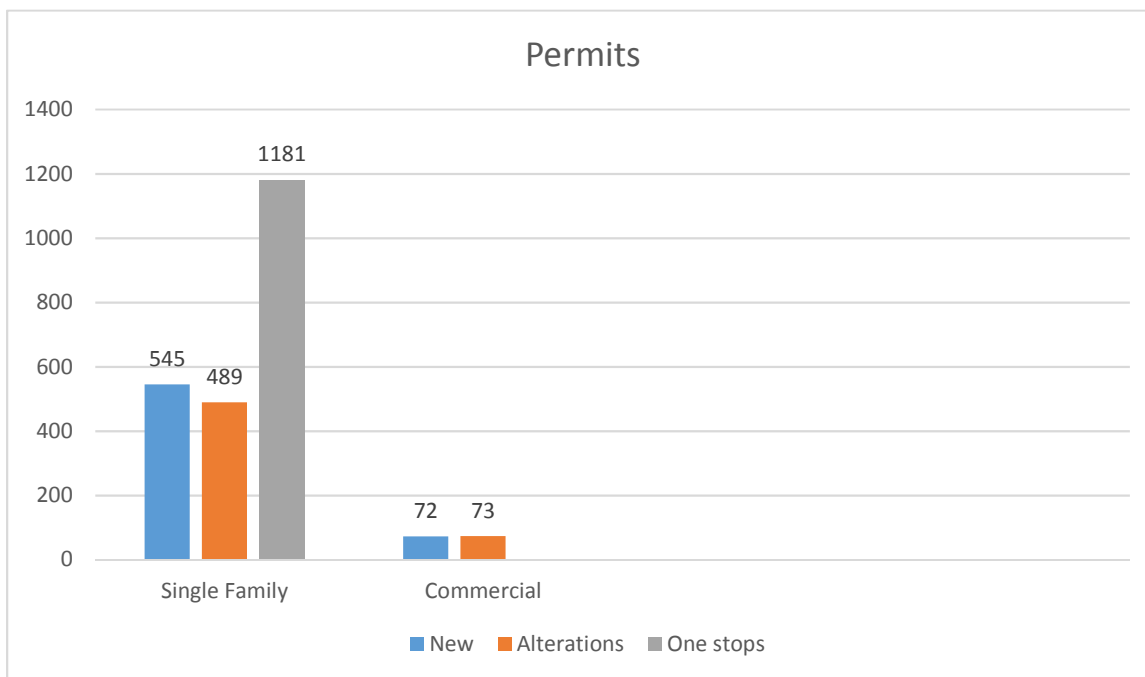
- \$108,600 Valuation
 - 2,700 Square Feet
-

Community Outreach:

SAFEbuilt has always seen itself as more than just a community's contractor. We have always strived to provide a higher level of professionalism, expertise and service than that of a typical department. In line with this belief, SAFEbuilt has developed several professional and community outreach programs that are designed to help the community through education, outreach and charitable giving. Below are programs that our office hosted or participated with in 2018.

- ✓ SAFEbuilt All Town Barbecue was on September 12, 2018. We had a great turnout from many of the local Municipalities we serve.
- ✓ Town of Windsor basement finish workshop was held on September 16, 2018. We had a great turn out with two lucky winners of a \$25 gift card to Home Depot
- ✓ \$2000 Youth Scholarship given to Bria Duvall, senior graduate of Windsor High School
- ✓ SAFEbuilt performed pre-submittal meetings with commercial contractors to help expedite the plan review process.

Windsor Building Activity:





Self- Assessment:

At the end of every year, we look back at our contract to make sure we have met all the expectations established for us by your community. Below is an assessment of the high-level deliverables:

Service	Expectation	Result
Building Inspections	Perform Next Day Inspections	Success- 100% of inspections performed next day
Residential Plan Review	5 Day Turn Around Time	Success- 100% 5-day turnaround on all res. Plan reviews
Commercial Plan Review	10 day Turn Around Time	Success- 100%...
Waived Fees	100%	\$1,459.67 waived fees back to town

Conclusion:

2018 has been a great year. We have truly enjoyed serving the great and growing community of Windsor. We look forward to building on this year's success in 2018. If you have any questions or concerns, please do not hesitate to let us know.



MEMORANDUM

Date: March 4, 2019
To: Mayor and Town Board
Via: Shane Hale, Town Manager
From: Shane Hale, Town Manager
Re: Future Meetings Agenda
Item #: 3.

ATTACHMENTS:

- ▢ Future Meetings Agenda



FUTURE TOWN BOARD MEETINGS

March 11, 2019 5:30 p.m.	Board/Manager/Attorney Monthly Meeting Colorado River Compact Presentation – Northern Water District ZEV Resolution Discussion
March 11, 2019 7:00 p.m.	Town Board Regular Meeting Kern Board
March 18, 2019 6:00 p.m.	Town Board Work Session Advisory Board Review Economic Development/business incentive review
March 25, 2019 5:30 p.m.	Town Board Work Session Land Use Code Update - Joint meeting with Planning Commission
March 25, 2019 7:00 p.m.	Town Board Regular Meeting
April 1, 2019 6:00 p.m.	Town Board Special Meeting RO Plant Presentation
April 8, 2019 5:30 p.m.	Town Board Special Meeting Cable Franchise Agreement
April 8, 2019 7:00 p.m.	Town Board Regular Meeting
April 15, 2019 6:00 p.m.	Town Board Work Session 2018 International Building Codes, Contractor Licensing & Residential Guidelines – Joint meeting with Planning Commission
April 22, 2019 6:00 p.m.	Town Board Work Session
April 22, 2019 7:00 p.m.	Town Board Regular Meeting
April 29, 2019	Fifth Monday – No Meeting
May 6, 2019 6:00 p.m.	Town Board Work Session
May 13, 2019 5:30 p.m.	Board/Manager/Attorney Monthly Meeting
May 13, 2019	Town Board Regular Meeting Kern Board

Additional Events

March 6, 2019	Community Conversation with Barry Wilson 6:00-7:30 p.m., Clearview Library, Windsor, CO
March 13, 2019	CDOT Windsor Area Network Study Public Open House 4:00-6:30 p.m., WSFR Station #1, Windsor, CO
March 16, 2019	Coffee with the Mayor, Community Recreation Center, Windsor, CO
April 11, 2019	1 st Quarter Regional Elected Officials Meeting 5:30-9:00, Wellington Fire Department

Future Work Session Topics

- Investment Strategy Discussion
- Land Use Code Update meeting with Planning Commission (next code section in series) – Planning
- Residential buildout at 60,000 population
- Economic development/retail needs at 60,000 population
- Transportation Master Plan Kick-Off
- Smoking in Parks