

**TOWN OF MILLIKEN  
RESOLUTION NO. 18-37**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT CONCERNING ANNEXATIONS AND  
SCHOOL SITE DEDICATION OR PAYMENTS IN LIEU FOR SCHOOL  
PURPOSES BETWEEN WELD COUNTY SCHOOL DISTRICT RE-5J AND THE  
TOWN OF MILLIKEN**

**WHEREAS**, the Town of Milliken ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and; and

**WHEREAS**, local governments, including statutory towns, are authorized by C.R.S. § 29-1-201 *et seq.* to enter into intergovernmental agreements with other governments to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units; and

**WHEREAS**, the Town and Weld County School District RE-5J ("School District") entered into that certain Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Purposes dated November 1, 2004 ("Agreement") to address the needs of the School District caused by growth in residential land development in Milliken; and

**WHEREAS**, the Agreement provides in Section 1.b that **Exhibit A** to the Agreement, which sets forth the School District Planning Standards, will be reviewed and adjusted as appropriate by mutual agreement of the Parties pursuant to the amendment provisions of the Agreement; and

**WHEREAS**, the Agreement further provides in Section 5.b that both **Exhibit A** and **Exhibit B**, which sets forth the land dedication requirements or payments in-lieu sufficient to provide adequate educational opportunities to new residential developments, to the Agreement shall be reviewed annually and updated as appropriate by the School District in consultation with the Town; and

**WHEREAS**, Section 5.b of the Agreement also permits the Town, in its discretion, to hold a public hearing prior to revising the in-lieu payments based on any modifications to **Exhibit A** or **Exhibit B**; and

**WHEREAS**, Section 10.b of the Agreement allows the Agreement to be amended by a writing that is mutually agreed upon, authorized, and executed by the Parties with the same formality as the Agreement; and

**WHEREAS**, the School District engaged a consultant to review **Exhibit A** and **Exhibit B**, and the consultant recommended modifying the exhibits to reflect current economic conditions and include multiple housing types; and

**WHEREAS**, the School District has provided exhibits with such modifications to the Town; and

**WHEREAS**, the Town has carefully reviewed the proposed modifications and has determined that such modifications are appropriate; and

**WHEREAS**, the Town Board of Trustees has also determined that a public hearing on such modifications is not necessary prior to revising the in-lieu payments; and

**WHEREAS**, the Board of Trustees desires to approve an amendment to the Agreement ("First Amendment"), in substantially the form attached hereto, for the purpose of adopting an updated **Exhibit A** and **Exhibit B** and to authorize the Mayor to execute such First Amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN, COLORADO, that:**

**Section 1.** The recitals set forth above are hereby incorporated into this Resolution as if fully set forth below.

**Section 2.** The Board of Trustees of the Town of Milliken hereby: (a) approves the First Amendment to Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Purposes in substantially the form attached hereto as **Exhibit 1** ("First Amendment"); (b) authorizes the Town Attorney to make such non-substantive changes to the First Amendment as are necessary and that do not increase the obligations of the Town; and (c) authorizes the Mayor to execute the First Amendment when in final form on behalf of the Town.

**Section 3.** This Resolution shall take effect immediately upon adoption by the Board of Trustees.

**ADOPTED AND APPROVED** this 12th day of December, 2018.

  
\_\_\_\_\_  
Beau Woodcock, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Cheryl L. Powell, Town Clerk

**EXHIBIT 1**  
**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
CONCERNING ANNEXATIONS AND SCHOOL SITE DEDICATION OR  
PAYMENTS IN LIEU FOR SCHOOL PURPOSES**

*[See attached agreement]*

11-16-04 Copy of Final  
with All  
Signatures

**INTERGOVERNMENTAL AGREEMENT  
CONCERNING ANNEXATIONS AND SCHOOL SITE DEDICATION OR  
PAYMENTS IN LIEU FOR SCHOOL PURPOSES**

**THIS AGREEMENT** is entered into by and between the Weld County School District No. Re-5J ("School District"), a political subdivision of the State of Colorado, and the Town of Milliken, Colorado ("Town"), a municipal corporation of the State of Colorado, to be effective November 1, 2004 with the prior agreement being reinstated to be effective until November 1, 2004 ("Effective Date").

**RECITALS**

A. Pursuant to Colorado Revised Statute section 31-23-201 et seq., as amended, the Town Board and the Planning Commission have adopted the goals, policies, and supporting data of the Milliken Comprehensive Plan in order to plan for the orderly growth of the Town.

B. The growth in residential land development in the Town necessitates the acquisition of sites and the building of additional school facilities and/or improvements to existing school facilities in order to accommodate the corresponding increases in the student population.

C. The Town and the School District have entered into an Intergovernmental Agreement Concerning Joint Planning.

D. Pursuant to Colorado Revised Statute sections 31-23-301, and 303, the Town is 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.

E. Colorado Revised Statute section 31-12-108.5(1) requires that prior to any proposed annexation the Town must prepare a report addressing the effect of the proposed annexation upon the School District "including the estimated number of students generated and the capital construction required to educate such students."

F. Upon completion of a statutorily required public hearing, the Town must determine whether the state statutory requirements for annexation are met, and whether additional terms and conditions should be imposed.

G. The Colorado Supreme Court has held that the Public School Finance Act of 1994 does not prevent public school districts from entering into such agreements.

H. Such agreements will provide for public improvements in a manner appropriate for a modern, efficiently functioning Town and ensure that new development does not negatively affect current educational levels within the School District, or require the citizens of the existing Town to underwrite the costs created by the new development.

I. Such agreements are reasonably necessary to protect, enhance, and preserve the public health, safety, and welfare of the citizenry within the Town.

J. The Town, upon consideration of the effect of residential land developments and the ability of the School District to provide school sites and 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 implementing such agreements with developers and forwarding any resulting payments to the School District, as provided in this Agreement.

K. The Town and School District desire to define the rights and obligations with respect to the planning, collection, and use of such voluntary payments.

## AGREEMENT

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

1. **School Planning Standards**

a. The School District has adopted planning standards related (i) student yields for each school age level; (ii) school facility enrollment capacities; (iii) school site acreage requirements; and (iv) developed land value for the purposes of providing notice to developers as to the amount of possible payments (collectively referred to as "School District Planning Standards" or "Standards" and "School District Methodology"), attached as Exhibits A and B and incorporated into this Agreement.

b. The Town and School District agree that the current School Planning Standards in Exhibit A are reasonable and that the

standards should be reviewed as appropriate by both the District and Town and adjusted by mutual agreement as provided herein. The Town and School District also agree that the then-current Standards shall apply to annexation which creates residential lots in addition to those being annexed and to any proposed subdivision of land that is annexed to the Town after the Effective Date hereof.

c. In the event of revisions to any proposed annexation or subdivision, the School District, may require that its then-current School Planning Standards be applied to such areas. If such adjustments result in additional school sites necessary to provide adequate educational opportunities, any payments agreed upon shall be modified and conveyed or paid as provided herein. The value of the payment paid in connection with the original submission shall be credited against the revised requirements.

2. **Determination of School Site/Facility Requirements**

a. Upon formal submission to the Town of a proposed annexation of developed land in which additional residential lots are developed or there is a proposed subdivision, the Town shall refer 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 annexation or subdivision. The School District shall promptly review the proposal and shall submit its comments and recommendations to the Town.

b. The Superintendent of the School District or a designee will meet with the developer applying for subdivision for the purpose of determining whether the proposal will adversely affect the School District's ability to provide adequate educational opportunities to the students generated by the new residences being proposed consistent with the School Planning Standards.

c. The Superintendent of the School District shall make a determination concerning the impact of the new residences upon the adequacy of school sites and facilities based upon the School District Planning Standards.

d. Upon receipt of the School District's comments and recommendations, the Town shall review the developer's proposal and the School District's comments and recommendations which will be considered during the annexation process or development process.

e. In the event that, based upon the application of the Standards and Methodology, a dedication of land would result in a parcel that in itself would be of insufficient size for a school site, the School District agrees to discuss these alternatives 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. the payment of an in-lieu fee as provided in this Agreement in the event of dedication of sites or land areas is not deemed feasible, in the best interests, or cannot be agreed upon by the School District.

f. The School District will provide the Town with a document signed by the School District and the Developer that will specify the credit, if any, to be applied to the in-lieu fee established herein.

3. **Conveyance of Dedicated Land**

If land is being dedicated as part of any proposed annexation or subdivision, the Town may condition approval on satisfaction of the following requirements:

- a. Developer has conveyed or agreed to convey as part of any plat 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 liens, 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.
- b. 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. At the appropriate time, not later than issuance of the first certificate of occupancy in the annexation, developer and the developer and the Town may negotiate an agreement which may require, among other things, for the Developer to pay one-half of street development costs, all of which costs have been considered and included in the determination of the Dedicated Land Value as set forth in Exhibit A for those developers who make in-lieu payments.



4. **Assessment and Amount of In-Lieu Payments**

If no credit for land dedication is made to the School District with respect to particular proposed annexation of developed land in which additional residential lots are to be created or a proposed residential subdivision, the amount of the in-lieu payment which shall be collected by the Town prior to the issuance of a Building Permit, shall be determined and paid for each residential dwelling unit within that project, according to the fee schedule set forth in Exhibit B.

5. **Methodology for Assessing In-Lieu Payments**

a. The School District has adopted a methodology to determine the land dedication requirements or in-lieu payments for residential dwelling units sufficient to provide adequate educational opportunities to new residential developments. The parties agree that the methodology (referred to as "School District Methodology" or "Methodology"), attached and incorporated into this Agreement as Exhibit B, 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 land dedication or in-lieu payments will be used for planning, site acquisition, or school facility outlay purposes within the senior high school feeder attendance area boundaries that include the annexation for which the payment is being made. Unless and until modified by the parties, such methodology shall include, but may not be limited to, the following factors:

i. School Planning Standards which establish the yields and technical and educational specifications for school facilities (elementary, middle, and high school levels), consistent with the policy of the Board of Education of the School District;

ii. The capacity demand for each category of school facility resulting from residential dwelling units;

iii. The means for determining the developed land value for the residential dwelling units; and,

iv. The procedure for calculating the value of the land dedication, the in-lieu payments sufficient to provide educational opportunities, or the combination of land

dedication and in-lieu payments, required per residential dwelling units.

- b. The Exhibits adopted pursuant to the provisions of this Agreement shall be reviewed annually and shall be updated by the District in the event the District, in consultation with the Town, determines that modifications are appropriate. In any event, the District will engage an independent consultant to review and modify the Exhibits as appropriate a minimum of every five years from the date of the original submission. A copy of the updated Exhibits shall be furnished to the Town within 1 month after its adoption by the School District. At the Board's discretion, the Town shall hold a public hearing before revising the in-lieu payments based upon any revisions reflected in the School Planning Standards (Exhibit A) and the School District Methodology (Exhibit B).

6. **Exemptions**

a. Because the following are not considered to have an adverse effect on the School District's ability to provide adequate educational opportunities, they shall be exempted from land dedication requirements or in-lieu payment requirements:

- i. Alteration or expansion of a residential dwelling unit not exceeding a net increase of 1,000 square feet of the existing dwelling units.

- ii. Construction of a non-dwelling unit, accessory building such as commercial or industrial buildings, or structures.

- iii. Construction of an accessory residential dwelling unit according to Milliken Municipal Code.

- iv. Nursing homes as defined in the Town Code.

- v. Town-approved planned residential developments that are subject to recorded covenants restricting the age of the residents of said 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.

b. Any claim of exemption as provided in this Section 6 must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

7. **Collection, Deposit, and Expenditure of In-Lieu Payments**

a. All in-lieu payments shall be made payable to the School District at the convenience of the Town, and shall be properly identified and promptly deposited into the Capital Reserve Fund which is established and held by the School District. Funds withdrawn from this fund must be used solely for the purposes specified in this Agreement.

b. The School District shall deposit funds collected from in-lieu payments into an interest-bearing account authorized by Colorado Revised Statutes sections 24-75-601 to -605. The School District shall be the owner of the funds in the account.

c. The funds deposited into the account shall be earmarked and expended solely to acquire, develop, or expand school educational sites, or, site acquisition, or school site capital outlay purposes, within the senior high school feeder attendance area boundaries that include the annexation 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.

d. Except as otherwise provided in this Agreement, the School District shall offer to refund any in-lieu payments which have not been used for the acquisition, development or expansion of school sites or for capital facilities planning, site acquisition, or school site capital outlay purposes within 10 years of the date of collection, together with interest at the rate of 6 percent per annum compounded annually to the owner(s) of the residence(s) for which an in-lieu payment was made, as shown by the records of the Weld County Assessor as of the ten-year anniversary of the date of collection. If the person of record does not file a written acceptance of the offer for such refund with the School District within 90 days of the mailing of such notice, such amount shall be utilized for School District capital facilities or improvements that will benefit the resident(s) of the property for which the fee was paid.

e. 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 be good cause shown, and in its discretion, extend such period of time as the Town deems reasonable and necessary.

8. **Annual Report, Accounting, and Audit**

a. The School District shall submit a report to the Town, on or before October 1, 2005 and annually thereafter, describing the School Districts receipt of land dedication, receipt of in-lieu payments and expenditure of in-lieu payments during the preceding fiscal year. This report shall include:

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

ii. Statutory changes or changes in the School Planning Standards or in Town policies related to construction of school facilities; and

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

b. After receipt of the report, the Town shall review it, considering those matters listed in the previous subsection and complete its review on or before December 31 of that year.

c. The School District shall establish and maintain a separate accounting system to ensure that all in-lieu payments are expended in accordance with Section 7.c. above.

d. The School District 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. 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.

e. At the end of the calendar year and/or at the end of the District's fiscal year, the Town may request an accounting from the chief financial officer 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 November 1, 2004. This agreement shall automatically renew annually unless one party notifies the other of its intent not to review the Agreement. During the period between October 1 and December 31 of each year, either party may terminate this agreement by giving the other party written notice of their intent to terminate this agreement on January 1 of the following year. Should the Agreement expire, the provisions of section 7.d. 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 Milliken  
1101 Broad Street, PO Box 290  
Milliken, Colorado 80543  
Attention: Town Administrator

Weld County School District No. RE-5J  
110 South Centennial Drive  
Milliken, Colorado 80543  
Attention: Superintendent of Schools

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 validity of the remaining portions of the Agreement.

f. **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.

g. **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.

h. **Ordinance.** This Agreement has been approved by the Town as part of and in conjunction with an ordinance establishing the requisite standards and requirements of the Town for future annexation and subdivision of land annexed after the Effective Date hereof.

i. **Indemnification.** The School District agrees to defend any legal action that may be brought against the Town challenging the collection of payments under or the enforcement of the Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payment in Lieu for School Purposes and to the extent permitted by law, to indemnify and hold the Town harmless from any final monetary judgment entered in any such action. The obligations of the School District hereunder shall be conditioned upon (a) prompt notification to the School District of any threatened claim; (b) full cooperation by the Town with the School District and its legal counsel in its defense of the claim; and (c) the Town not compromising, settling, negotiating, or otherwise similarly dealing with the claim without the express consent of the School District. By agreeing to this provision, neither party waives or intends to waive the limitations on liability which are provided to them and their employees, officers, agents, and representatives under the Colorado Governmental Immunity Act, sections 22-10-101 et seq., as amended. Nothing contained herein shall constitute any waiver by the Town or School District of the provisions of the Colorado Governmental Immunity Act or any other applicable immunity defense.

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.

THE TOWN OF MILLIKEN, COLORADO  
A Municipal Corporation

By: Linda L. Meares  
Mayor

Date: 10/15/04

ATTEST:

Maitha Stouff  
Town Clerk

Date: 10/15/04

Approved as to form:

R. D. Fickel  
Town Attorney

Date: 11/10/04

WELD COUNTY SCHOOL DISTRICT NO. RE-5J

By: Marti K. Frank

Date: 10/25/04

ATTEST:

Heather Barr  
Secretary

Date: 10/25/04

Approved as to form:

[Signature]  
School District Attorney

Date: 12/28/04

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EXHIBIT A

WELD COUNTY SCHOOL DISTRICT NO. RE-5J  
Johnstown/Milliken, Colorado

School District Planning Standards

i. Student Yields

Elementary School	.345 per dwelling unit
Middle School	.170 per dwelling unit
High School	.195 per dwelling unit

ii. School Facility Enrollment Capacities

Elementary School	500 students
Middle School	800 students
High School	800 students

iii. School Site Acreage Requirements

Elementary School	10 acres
Middle School	23 acres
High School	40 acres

iv. Developed Land Value

\$36,732

Revised 9/1/04



EXHIBIT B

WELD COUNTY SCHOOL DISTRICT NO. RE-5J  
Johnstown/Milliken, Colorado

School District Methodology

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

<u>School Type</u>	<u>Yield</u>	<u>Acres per Student Capacity</u>	<u>Acres Required per Housing Unit</u>	<u>Per Acre Value</u>	<u>C-I-T Amount per Unit</u>
Elementary	.345	.0200	.0069	\$36,732	\$253
Middle	.170	.0288	.0049	\$36,732	\$180
Senior High	<u>.195</u>	.0500	.0098	\$36,732	<u>\$358</u>
	.710				\$791

Revised 9/1/04

EXHIBIT A

WELD COUNTY SCHOOL DISTRICT NO. RE-5J  
Johnstown/Milliken, Colorado

School District Planning Standards

- i. Student Yields
  - Elementary School .345 per dwelling unit
  - Middle School .170 per dwelling unit
  - High School .195 per dwelling unit
  
- ii. School Facility Enrollment Capacities
  - Elementary School 500 students
  - Middle School 800 students
  - High School 800 students
  
- iii. School Site Acreage Requirements
  - Elementary School 10 acres
  - Middle School 23 acres
  - High School 40 acres
  
- iv. Developed Land Value
  - \$36,732

Revised 9/1/04

## Cash-in-Lieu Fees of Area School Districts

Unit Type	Last Updated	Single Family			Townhome	Multifamily	Mobile Homes	Per Acre Land Value
		Detached	Attached					
St. Vrain Valley -- Weld	2002	\$ 645	\$ 492	\$ 288	\$ 223	\$ 386	\$ 35,000	
Thompson Valley	2002	688	688	688	688	688	47,800	
Eaton SD -- Eaton	2003	1,030	NA	NA	NA	NA	39,630	
Eaton SD -- Severance	2003	1,043	NA	NA	NA	NA	40,000	
Windsor	2000	1,215	NA	NA	278	910	40,000	
Fort Lupton	2002	939	446	180	90	NA	40,000	
Platte Valley Re-7 (Kersey)	2001	705	388	176	88	576	30,000	
Weld Re-1 (Gilcrest)	2001	753	NA	NA	195	NA	21,423	
Average		877	504	333	260	640	36,732	

Source: Interviews with school district officials, August 2004; and Strategic Resources West, Inc. records.

EXHIBIT B

WELD COUNTY SCHOOL DISTRICT NO. RE-5J  
Johnstown/Milliken, Colorado

School District Methodology

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

<u>School Type</u>	<u>Yield</u>	<u>Acres per Student Capacity</u>	<u>Acres Required per Housing Unit</u>	<u>Per Acre Value</u>	<u>C-I-T Amount per Unit</u>
Elementary	.345	.0200	.0069	\$36,732	\$253
Middle	.170	.0288	.0049	\$36,732	\$180
Senior High	.195	.0500	.0098	\$36,732	\$358
	.710				\$791

Revised 9/1/04

**Table 1. Sample SF-detached Project -- School District Enrollment and Site Implications**

**A. Student Generation Estimates**

Housing Unit Type by Area	Unit Code	ELEMENTARY			MIDDLE			SENIOR HIGH		
		Number of Dwelling Units	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Total Students	
Single family - detached	0	100	0.345	35	0.170	17	0.195	20	71	
			0.345	-	0.170	-	0.195	-	-	
			0.345	-	0.170	-	0.195	-	-	
			0.345	-	0.170	-	0.195	-	-	
			0.345	-	0.170	-	0.195	-	-	
<b>Total</b>		100		35		17		20	71	

**B. Facilities Requirements**

School Type	Students (From Part A)	Facility Capacity	Current Enrollment	Site Size Standards (in Acres)	Proportionate			Developed Land Value Per Acre	Cash-in-lieu of Land Total Dedication	Per Unit
					Facility Capacity Required by the Project	Land Dedication Required by the Project	Land Value			
Elementary	35	500		10.00	0.07	0.69	\$ 36,732	\$ 25,345	\$ 253	
Middle	17	800		23.00	0.02	0.49	36,732	17,953	180	
Senior High	20	800		40.00	0.02	0.98	36,732	35,813	358	
<b>Total</b>	71					2.15		\$ 79,111	\$ 791	

\*: Student generation rates determined from housing data provided by County Assessor records and enrollment.  
 Note: Totals may not add because of rounding.