

APPENDIX C

SDF Policy

Example Calculations

Individual Basin Fee Calculation with CIP Costs

	Example	Cottonwood Creek
CIP Costs	\$1,000,000	\$15,424,000
Percent Developable	25%	34%
Developer Share	\$250,000	\$5,278,160
Remaining Developable Impervious Acres	100	958
Fee per Impervious Acres	\$2,500	\$5,510

System Development Fee: A one-time charge paid by new development to finance the construction of public facilities needed to serve it.

CIP Costs: Total costs of projects identified in the current master plans for the basin. Costs updated to 2008 dollars using ENR cost indexes.

Percent Developable: The percentage of the basin remaining to be developed. Removes right-of-way, dedicated open space, golf courses, etc.

Developer Share: The developer share of the regional projects is the total cost of the projects in a basin multiplied by the percent developable.

Remaining Developable Impervious Acres: The remaining part of a property that can be developed based on the potential percentage as determined by the Arapahoe County Comprehensive Plan and the City of Centennial Comprehensive Plan and the land use type per the Arapahoe County/ UDFCD criteria.

Fee per Impervious Acre: Developer share of project costs divided by the remaining developable impervious acres.

Total Potential Fee Revenue: Fee per Impervious Area multiplied by the Remaining Developable Impervious Area. The potential revenue equals the developer share in basins with identified improvement costs. Assumes total build-out.

Basin	# of Projects	Total Cost of Identified Projects (2008\$)	Percent Developable Area (outside ROW)	Developer Share (2008\$)	Remaining Developable Impervious Area (outside ROW) (acres)	Fee per Impervious Acre (\$)	Potential Fees Assessed (\$)
East Toll Gate Creek	1	\$905,000	15%	\$135,750	146	\$930	\$135,750
Unnamed Creek	7	\$6,876,000	3%	\$206,280	63	\$3,274	\$206,280
West Toll Gate Creek			6%	\$-	115	\$1,637	\$188,198
Total	8	\$7,781,000		\$342,030	209		\$530,228

Developer Share = Total Cost of Identified Projects * Percent Developable

Fee per Impervious Acre = Developer Share / Remaining Developable Impervious Area

Potential Fees Assessed = Fee per Impervious Area * Remaining Developable Impervious Area

Total Remaining Developable Impervious Acres in Basins with Identified Projects

Basin Group Fee per Impervious Acre = Total Developer Share Costs for the Basin Group / Remaining Developable Impervious Acres from Basins with Identified Projects

SUPPORTING DOCUMENTS

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Impervious Area Guidelines

Areas that should be identified as impervious are:

- 1) Hardened surfaces on or near the ground: Sidewalks, driveways, private roads, private streets, parking lots, walkways, patios, concrete slabs, runways, taxiways, aprons or other hardened surfaces consisting of asphalt and recycled asphalt, concrete, or other 'paving' material, such as road base, breeze or other similar materials.
- 2) Hardened surfaces above ground: Buildings, foundations, storage tanks, rooftops, athletic courts and tracks.

Areas which should be identified as pervious are:

- 1) Landscaped areas (grass, gardens, mulch, plants, pea-gravel, sand, xeriscape, etc.)
- 2) Wood decks if over a pervious surface
- 3) Dirt
- 4) Existing public right-of-way including streets and sidewalks

Areas that **may not** be impervious include the following materials set in porous fill such as sand, gravel, grass, or dirt. *Documentation to determine if these surfaces should be identified as impervious or pervious includes the submission of pictures, designs, and specifications, by the developer and possible field investigations by SEMSWA.*

- 1) Bricks
- 2) Pavers
- 3) Wood
- 4) Stone

Additional areas which **may not** be impervious include porous pavements and similar paving surfaces that allow water to infiltrate. *Documentation to determine if these surfaces should be identified as impervious or pervious includes the submission of pictures, designs, and specifications, by the developer and possible field investigations by SEMSWA.*

Reimbursement Agreements

- I. Reimbursement Agreements may be established for specific developments when:
 - a) The costs of the regional improvements required for a specific development are more than the calculated fees, minus any credits received.
 - b) The developer is paying more than the developer's share for a regional project.
2. Reimbursement Agreements will be approved by the Board of Directors of SEMSWA or as a general template adopted by the Board of Directors with or without delegation to SEMSWA's Executive Director the authority to complete the template on a case by case basis based upon guidelines adopted by the Board of Directors of SEMSWA.
3. The terms of repayment of the Reimbursement Agreements will generally be as follows:
 - a) The developer will be reimbursed as new development occurs within the same Basin Group and SDFs are collected.
 - b) The term for reimbursement will be no more than 20 years. If after 20 years, the amount of fees collected in the Basin Group does not meet the reimbursement amount, the remaining reimbursement is forfeited by the developer.

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- c) Developer reimbursement amounts will not accrue any interest.
- d) Reimbursements will follow a first in – first out priority system. Reimbursements approved during a calendar year will have the same priority number.
- e) If more than one reimbursement is due within a Basin Group, the repayment will be proportioned based on priority and the terms specified in the Reimbursement Agreement. It is not required that the first priority number be reimbursed in full before the next priority numbers can receive full or partial repayment.
- f) The approved reimbursement amount will be determined by SEMSWA. Developers are required to certify their costs of eligible improvements with copies of paid receipts by October 1 to be included with that year's priority number. The approved reimbursement amount may be less than the total cost of construction of the regional stormwater facility.
- g) Reimbursement Agreements are void if transferred or sold to a third party. Reimbursement Agreements are valid only between SEMSWA and the original developer.
- h) Reimbursements will occur once per year by December 31.

Refunds

1. SEMSWA may refund a SDF (in whole or part) paid by a developer when all of the following conditions are met:
 - a) The developer does not proceed with the development activity and files a written request for a refund;
 - b) The fees have not been spent or encumbered; and
 - c) No impact has resulted, as reasonably identified by SEMSWA. (see definitions)
2. Developers must submit a written refund request prior to October 1.
3. Developers granted a refund either through the items listed above or through the overpayment of SDF, will be issued a check for the refund amount prior to December 31 of the year the refund is granted.

Public Process

A Task Force was formed as part of this project to provide public comment on the proposed SDF structure. Members of the community were notified of the Task Force meetings and invited to attend. The Task Force's role was to identify SDF issues within the SEMSWA Service Area and provide input and information of an advisory nature. The input and information was used, along with the analysis presented by staff and the consultant, to formulate the proposed fees. All Task Force meetings have been held at SEMSWA offices, on the following dates:

- October 22, 2007
- December 4, 2007
- January 8, 2008
- December 8, 2008
- January 13, 2009
- February 10, 2009
- March 3, 2009

Meeting minutes, comments, and response to comments from these meetings are available.