

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN TOWN OF JOHNSTOWN AND WELD COUNTY REORGANIZED
SCHOOL DISTRICT RE-5J CONCERNING ANNEXATIONS AND SCHOOL
SITE DEDICATION OR PAYMENTS IN LIEU FOR SCHOOL SITE PURPOSES

This Second Amendment to Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“Second Amendment”) between the Town of Johnstown, a Colorado home rule municipality (“Town”), and the Weld County Reorganized School District RE-5J, a political subdivision of the State of Colorado (“School District”) (collectively, the “Parties”), is executed this ____ day of January, 2023.

RECITALS

WHEREAS, on or about January 1, 1999, the Parties entered into an Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“Agreement”); and

WHEREAS, pursuant to the Agreement, the Town agreed, except in limited circumstances, to collect cash payments from certain developers in lieu of requiring such developers to dedicate land for school sites; and

WHEREAS, the amount of the cash in lieu payments was based on agreed-upon School Planning Standards and School District Methodology, as the terms are defined in the Agreement and set forth on Exhibits A and B attached thereto; and

WHEREAS, the Agreement provides that the cash in lieu payments should be reviewed periodically and adjusted when appropriate; and

WHEREAS, the Agreement further provides that, before revising cash in lieu payments based on a change in the School Planning Standards or School District Methodology, the Town shall hold a public hearing; and

WHEREAS, on or about February 4, 2019, subsequent to a public hearing, the Parties entered into the First Amendment to the Agreement, adjusting the cash in lieu payments (“First Amendment”); and

WHEREAS, based on a report by Western Demographics, Inc., a Colorado corporation, dated September 9, 2022, the School District is requesting that the Town agree to further adjust the amount of the cash in lieu payments to accommodate the increased market values and costs associated with development of school sites; and

WHEREAS, the School District’s request reflects a change in the School Planning Standards and School District Methodology by differentiating between, and seeking different cash in lieu payments for, single-family detached, single-family attached, apartments and mobile homes; and

WHEREAS, the Town held a public hearing related to the School District’s request on December 19, 2022; and

WHEREAS, after review of the Agreement and the evidence presented at the public hearing, the Town desires to enter into this Second Amendment and approve the School District's request to increase the cash-lieu payments; and

WHEREAS, the Town finds that this Second Amendment is in the best interests of the citizens of the Town of Johnstown.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

1. Recitals. The Recitals are incorporated herein and shall be deemed to be terms of this Second Amendment as if fully set forth herein.

2. Terms. Unless otherwise defined or set forth herein, the terms of this Second Amendment shall have the meaning set forth in the Agreement.

3. School Planning Standards and School District Methodology. The School Planning Standards, attached hereto and incorporated herein by reference as Exhibit A, and School District Methodology, attached hereto and incorporated herein by reference as Exhibit B, are hereby adopted. Exhibit A and Exhibit B shall replace and supersede the exhibits attached to the First Amendment.

4. Headings. The paragraph headings are for the convenience and reference of the Parties and are not intended to define or limit the scope or intent of this Second Amendment.

5. Validity of Agreement. Except as expressly provided in this Second Amendment, the Agreement has not been amended, supplemented or altered in any way by this Second Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Second Amendment, the provisions of this Second Amendment will govern and control.

DONE AND DATED this ____ day of January, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

WELD COUNTY REORGANIZED SCHOOL DISTRICT RE-5J

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Board of Education President