

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is executed this 18th day of July, 1995, by and between THE CITY OF FORT COLLINS, COLORADO ("City") and the POUUDRE SCHOOL DISTRICT R-1 ("School District").

W I T N E S S E T H :

WHEREAS, pursuant to Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, any such contract may provide for the joint exercise of the function, service or facility which is the subject of the contract; and

WHEREAS, continued growth in the Fort Collins area suggests that increased coordination between the City and the School District can result in better fiscal and physical management for both the City and the School District; and

WHEREAS, both the City and the School District, in a spirit of cooperation, have held a number of meetings for the purpose of reaching an agreement regarding the planning and construction of schools and the acquisition of land therefor and other related topics.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Understanding of the Parties. It is the understanding of the parties that this Agreement is to provide for collaboration between the City and the School District to minimize costs for the ultimate benefit of the community. As governmental entities who serve a majority of the same public, it is prudent to work together for mutual gain. To this end, much collaboration already occurs on planning and service provision. It is the intent of the governing bodies to institutionalize the vision of collaborative planning via this document. It is a goal of the City Council and the Board of Education to identify and modify any policies, ordinances, resolutions or regulations of the City or the School District that are in conflict with this philosophy.

2. Joint Planning.

a. School Planning.

(1) It shall be the responsibility of the School District to develop and maintain a five (5) year plan for the acquisition of land and construction of facilities of the School District, which plan shall be reviewed by the Planning and Zoning Board pursuant to Section 22-32-124, C.R.S. The Planning and Zoning Board of the City shall review any such five (5) year plan in order that the plan shall conform to the adopted Comprehensive Plan of the City, insofar as is feasible. Prior to such review by the Planning and Zoning Board, the plan shall also be submitted to the City/School District Liaison Committee for review and comment. The School District's Master Plan shall show the general areas of potential location of school facilities and shall include background information developed by the School District pertaining to student population projections, boundary adjustment plans, and other pertinent information.

(2) The School District shall also consult with the Planning and Zoning Board of the City on a site specific, case-by-case basis prior to the acquisition of any land or construction of any improvement thereon. The School District will consider and respond to any issue raised by the City's Planning and Zoning Board.

b. Neighborhood Parks. The City and the School District will coordinate the general locations of new school sites as shown in the "School Master Plan" of the School District and new potential park sites as shown on the City's "Parks and Recreation Master Plan," with the City and School District closely coordinating the purchase of property.

c. Annexation. Upon the request of the City, the School District will annex all school sites into the City

when each site becomes eligible for annexation pursuant to Colorado law. The School District shall submit to the City its Petition requesting annexation within sixty (60) days of the receipt of any such request by the City for annexation.

d. Redevelopment and Reuse of School Sites. The School District will work with the City to determine uses for redevelopment and reuse of schools being phased out to find a solution that benefits the community. The School District will follow the City's development review procedures, as established within the City's zoning code, for any building and/or property changing to another use.

3. School District Site Infrastructure.

a. General Infrastructure Improvements. Prior to the construction of any new School District facility or the enlargement or change in use of any existing facility, the City and the School District will work together on a project-by-project basis to identify the nature and extent of any infrastructure improvements which need to be made in order to offset the particular impacts that such facility may have on the City's transportation and utility systems. The School District shall be responsible for funding the construction of all such infrastructure improvements as are determined to be reasonably necessary to meet the transportation and utility needs of any such facility and to offset any corresponding impacts on the community; provided, however, that the amount to be paid by the school district for such infrastructure costs shall not exceed the amount attributable to the impacts of the school district facility. During the construction of said improvements, the City shall perform an inspection to ensure that the improvements (such as streets or utilities, etc.) are constructed in accordance with City standards. Generally, infrastructure improvements for new facilities shall be constructed prior to the occupancy of the same. However, in the event that the City and the School District agree that the construction of certain improvements can be delayed, such improvements

may be constructed according to a time schedule consistent with the actual needs created by the new school site.

b. Street and Sidewalk Improvements.

(1) The School District shall be responsible for constructing those street improvements in the vicinity of the School District sites which are required to meet the traffic flow needs created by those sites. Said streets shall be constructed at the thickness required for the applicable street in accordance with the City's design criteria for the construction of streets.

(2) Sidewalks required to adequately serve any newly constructed school shall also be installed at the expense of the School District. Sidewalks serving the primary routes to such schools shall be eight feet (8') wide and shall extend no less than five hundred feet (500') from the school property or to the nearest existing street intersection, whichever is less. Sidewalks on other streets adjacent to the school site shall be constructed to a width of five feet (5').

c. Utility and Development Costs.

(1) The School District shall be responsible for payment of the following fees associated with the construction of any new School District facility. These fees will be calculated and paid prior to the occupancy of the school in accordance with the provisions of the City Code:

Water Plant Investment Fee
Water Rights Acquisition Charge
Sewer Plant Investment Fee
Storm Water Basin Development Fee (calculated
on the basis of the Light Industrial
Category)
Electric Off-site and On-site Service Fees

(2) The School District will not be required to pay any fees for plan processing or submittal to the Planning Department or any building permit plan review fees.

(3) Water and sewer tap charges are not considered as "development fees" but must be paid as a condition of connection to service.

d. Reimbursements. Reimbursements due to the School District from the City shall be made, if applicable, pursuant to separate reimbursement agreements between the parties, in accordance with the relevant provisions of the City Code. It is understood that any reimbursement agreements shall be valid only for a period of ten (10) years from the date of execution thereof, provided, however, that the City Council may approve extensions of reimbursement agreements for additional ten (10) year periods if requested by the School District in writing thirty (30) days prior to expiration thereof. The School District also agrees that it shall be responsible under the Code of the City to make reimbursement as a benefitted property owner to third parties who have constructed public improvements for which such third parties are entitled to such reimbursement.

4. Future School Site Financing Mechanism.

The City and the School District will work together with the community to study alternative methods for funding the long-term infrastructure needs generated by future School District facilities, using a public process that identifies and involves any potentially affected interests. The parties' intent in reviewing such alternatives would be to explore the possibility of developing and implementing a new financing mechanism which would provide a means to purchase school sites and construct the necessary infrastructure at an optimum point in time in relation to community development patterns. In the event that the parties are successful in identifying a mutually acceptable financing mechanism, the School District and the City will notify the Larimer

County Board of Commissioners of such proposed financing mechanism, so that said mechanism may, if possible, be consistently formulated and applied throughout that portion of Larimer County which is within the School District. The parties acknowledge that the actual adoption and implementation of any particular financing mechanism would be subject to the formal approval of the parties in such manner as may be required by law.

5. Dispute resolution. In the event that the City and the School District are unable to agree upon the rights and obligations of the parties with respect to this Agreement, the matter in dispute shall be submitted to the City Manager and the Superintendent of Schools, who shall attempt to negotiate a resolution of the differences between the parties in such manner as they may deem appropriate.

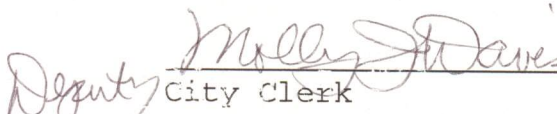
6. Term. The term of this Agreement shall continue for a period of five (5) years from the date hereof and shall be automatically renewed for successive five (5) year periods unless terminated by either party. Either party may terminate this Agreement at the close of any five (5) year period by the giving of written notice of termination to the other party not less than thirty (30) days prior to the close of the five (5) year period then in effect. The Agreement shall be reviewed and discussed at a joint session of the School Board and City Council at least once every two (2) years. It can be modified at any time by a majority vote of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

By: 
Mayor

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM:



City Attorney

POUDRE SCHOOL DISTRICT R-1

By:



President, Board of Education

ATTEST:



Secretary

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is executed this 15th day of April, 1999, by and between THE CITY OF FORT COLLINS, COLORADO ("City") and the POU DRE SCHOOL DISTRICT R-1 ("School District") for the purpose of amending that certain Intergovernmental Agreement ("hereinafter sometimes referred to as the "Intergovernmental Agreement") executed by the parties hereto on the 25th day of January, 1993.

WITNESSETH:

WHEREAS, on January 25, 1993, the City and the School District entered into an Intergovernmental Agreement providing for, among other things, joint planning between the City and the School District; and

WHEREAS, from time to time, the School District remodels and/or expands existing school facilities; and

WHEREAS, §31-23-209, C.R.S. and §22-32-124, C.R.S. require the School District to submit site development plans to the City Planning and Zoning Board prior to the construction of any such school structure; and

WHEREAS, the City and the School District desire, by this agreement, to exempt certain remodeling and expansion construction from the requirement of submission to the City Planning and Zoning Board for review and comment as required by state law.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree that Paragraph 2(a)(2) of the Intergovernmental Agreement shall be amended to read as follows:

2. Joint Planning.


a. School Planning.

(2) The School District shall also consult with the Planning and Zoning Board of the City on a site specific, case-by-case basis prior to the acquisition of any land or construction of any improvement thereon. The School District will consider and respond to any issue raised by the City's Planning and Zoning Board. The provisions of this subparagraph (2) shall not apply to the remodeling or expansion of existing school structures if such remodeling/expansion does not increase the size of such existing school structure by more than twenty five percent (25%).

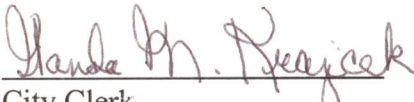
Except as amended hereby, the Intergovernmental Agreement shall continue in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: 
City Manager

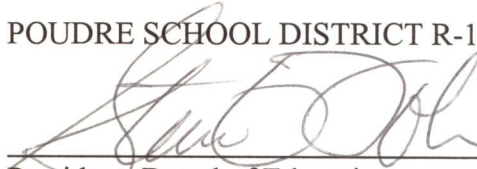
ATTEST:


City Clerk


APPROVED AS TO FORM:

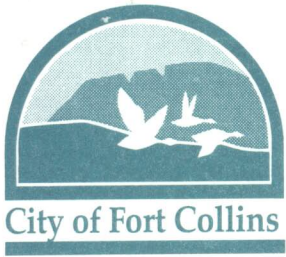

Deputy City Attorney

POUDRE SCHOOL DISTRICT R-1

By: 
President, Board of Education

ATTEST:


Secretary



Community Planning and Environmental Services

Office of the Director

RECEIVED
APR 07 1999
Superintendent Office

April 6, 1999

Don Unger, Superintendent
Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521

Dear Don,

John Fischbach directed the enclosed amendment to the intergovernmental agreement to be prepared. I believe it accurately reflects your agreement to limit the requirement to take building expansions to the City Planning and Zoning Board. Smaller scale expansions, those not exceeding 25% of the size of the existing structure, will not require P&Z review.

If this meets with your approval, please have both copies executed, and return one to me for the City's files.

Don, thanks for your help in reaching a workable solution. Please call if you find the Amendment needs any edits.

Cordially,


Greg Byrne, Director
Community Planning and Environmental Services

cc: John Fischbach
Paul Eckman