

## NOTICE OF REGULAR MEETING AND AGENDA



**May 11, 2016**

**Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501**

Robert J. Smith, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

### **DISTRICT VISION STATEMENT**

*To be an exemplary school district  
which inspires and promotes high  
standards of learning and student  
well-being in partnership with  
parents, guardians and the  
community.*

### **DISTRICT MISSION STATEMENT**

*To educate each student in a safe  
learning environment so that they  
may develop to their highest  
potential and become contributing  
citizens.*

### **ESSENTIAL BOARD ROLES**

*Guide the superintendent  
Engage constituents  
Ensure alignment of resources  
Monitor effectiveness  
Model excellence*

### **BOARD MEMBERS**

*John Ahrens, Member  
Debbie Lammers, Secretary  
Dr. Richard Martyr, Member  
Paula Peairs, Treasurer  
Joie Siegrist, Vice President  
Amory Siscoe, Asst Secretary  
Robert J. Smith, President*

#### **1. CALL TO ORDER:**

6:30 pm Executive Session Pursuant to CRS § 24-6-402(4)(b) Attorney Consult; CRS § 24-6-402(4)(f) Personnel Matter; and CRS § 24-6-402(4)(h) Student Matter  
7:00 pm Regular Business Meeting

#### **2. ADDENDUMS/CHANGES TO THE AGENDA:**

#### **3. AUDIENCE PARTICIPATION:**

1. St. Vrain Community Council-Honoring Carla O'Boyle

#### **4. VISITORS:**

1. Silver Creek Leadership Academy-Global Citizenship Scholarship  
2. Longmont High School-Honoring Knowles Fellowship

#### **5. BOARD/SUPERINTENDENT REPORTS:**

#### **6. REPORTS:**

#### **7. CONSENT ITEMS:**

1. Approval: Staff Terminations/Leaves
2. Approval: Staff Appointments
3. Approval: Approval of Minutes for the April 13, 2016 Regular Meeting, the April 20, 2016 Study Session, and the April 27, 2016 Regular Meeting
4. Approval: Approval of Administrative Employment Contracts
5. Approval: Approval of School Closing-Lyons M/S Power Outage
6. Approval: Approval of Contract Award-Purchase & Installation of Fuel Dispensers
7. Approval: Approval of Contract Award-Niwot Elementary Playground Improvements
8. Approval: Approval of Request to Grant Exception to Conflict of Interest Policy GBEA
9. Approval: Approval of Vendor Providing Purchased Goods Over \$100,000
10. Approval: Approval of the Purchase of School Buses

#### **8. ACTION ITEMS:**

1. Recommendation: Adoption of Capital Reserve Budget for 2016/17

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Robert J. Smith, President*

2. Recommendation: Approval of Contract-Specialized Education of Colorado, Inc. (SECO)
3. Recommendation: Approval of Town of Mead Urban Renewal Authority (MURA) Intergovernmental Agreement
4. Recommendation: Approval of Special Committee Findings Regarding Formal Parent Complaint

### **9. DISCUSSION ITEMS:**

1. First Review, Firestone Central Park Elementary School Site and Oil Well Proximity
2. First Review, Wyndham Hill Elementary School Site and Oil Well Proximity

### **10. ADJOURNMENT:**

**Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:**

Wednesday, May 25	6:15 pm April Financials 6:45 pm Affordable Care Act 7:00 pm Regular Meeting
Wednesday, June 8	7:00 pm Regular Meeting
Wednesday, June 15	6:00 – 8:00 pm Study Session
Wednesday, June 22	6:30 pm May Financials 7:00 pm Regular Meeting

## Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
	<b>ADMINISTRATIVE/PROFESSIONAL/TECHNICAL</b>								
5/31/2016	Fitzpatrick, Robert	Manager - Fleet Services / Transportation						X	21 Years
12/1/2015	Hargash, Diane	Exec Admin Assistant / Learning Services Center	X						
2/2/2016	Wolf, Mindi	Coordinator - Nutrition Services / Nutrition Svcs		X					
4/2/2016	Rodriguez, Katherine	Coordinator - Special Ed / Student Services	X						
10/27/2015	Wiggins, Matthew	Director - Communications / ESC	X						
6/30/2016	Wildenhaus, Richard	Assistant Principal / Erie HS					X		
	<b>LICENSED</b>								
4/11/2016	Antell, Pamela	Teacher, Literacy / Mountain View ES	X						
5/26/2016	Bassett, Tiriell	Teacher, Auto Mechanic / CDC					X		
5/26/2016	Bell, Joshua	Teacher, Grade 4 / Timberline PK-8					X		
3/15/2016	Birai, Lydie	Building Team Leader SSEF / Altona MS	X						
Intermittent	Bourgeois, Michele	Counselor / Hygiene ES & Lyons ES	X						
4/1/2016	Budden, Mary Anne	Teacher, Language Arts / Erie MS					X		
5/26/2016	Carter, Mary	Teacher, Grade 1 / Longmont Estates ES					X		
5/26/2016	Certain, Kendra	Teacher, SE / Legacy ES					X		
5/26/2016	Clark, Kellie	Teacher, Language Arts / Longmont HS					X		
12/26/2015	Clifford, Felicia	Teacher, Literacy & Math / Mead MS	X						
5/26/2016	Cody, Collin	Teacher, Grade 5 / Fall River ES					X		
11/20/2015	Cohen-Sharon, Adi	Psychologist / Student Services	X						
5/26/2016	Coyle, Scotland	Teacher, Social Studies / Trail Ridge MS					X		
5/26/2016	Criswell, Amy	Teacher, 1st Grade / Alpine ES					X		
5/26/2016	Dennis, Caitlin	Teacher, Language Arts/Social Studies / Erie MS					X		
5/26/2016	Erickson, Kimberly	Teacher, Math/Science / Erie MS					X		
5/26/2016	Foote, Amy	Counselor / Niwot HS					X		
5/26/2016	Fossum, Maria (Elizabeth)	Counselor / Longmont HS					X		
4/1/2016	Gappa, Trevor	Teacher, SE / Mead HS					X		
3/25/2016	Green, Erica	Teacher, Art / Niwot HS		X					
3/7/2016	Green, Kristin	Teacher, Grade 2 / Black Rock ES	X						
5/26/2016	Green, Kristin	Teacher, Grade 2 / Black Rock ES					X		
5/26/2016	Griffith, Jill	Occupational Therapist / Student Services						X	16 Years
3/25/2016	Harrison, Chris	Teacher, Language Arts / Trail Ridge MS	X						
3/11/2016	Hart, Lauren	Teacher, Agriculture / CDC	X						
12/21/2016	Hazlett, Emily	Teacher, Grade 2 / Burlington ES	X						
3/7/2016	Hedlun, Jamie	Teacher, Language Arts / Mead HS		X					
12/9/2016	Heffernan, Angela	Teacher, SE / Student Services	X						

## Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
2/23/2016	Hirschfeld, Malena	Teacher, Grade 1 / Thunder Valley K-8	X						
5/26/2016	Hoime, Laura	Building Team Leader / Student Services					X		
2/1/2016	Horne, Stephanie	Teacher, Grade 4 / Niwot ES	X						
1/28/2016	Howard, Lori	Teacher, SE / Sunset MS	X						
3/10/2016	Jaworski, Breanna	Teacher, Grade 3 / Rocky Mountain ES	X						
3/10/2016	Jaworski, Shawn	Teacher, Language Arts / Skyline HS	X						
5/26/2016	Jesser, Sally	Teacher, SE / Longmont HS						X	19 Years
10/16/2015	Johnson, Corey	Teacher, Science / Frederick HS	X						
5/26/2016	Jonas, Rebecca	Teacher, Instrumental Music / Westview MS					X		
1/4/2016	Joseph, Kellee	Teacher, Kindergarten / Eagle Crest ES		X					
5/26/2016	Kajiwara, Tom	Teacher, PE/Health / Niwot HS						X	16 Years
5/26/2016	Kalm, Shari	Teacher, Language Arts / Sunset MS						X	14 Years
5/26/2016	Kasper, Mathew	Teacher, SE / Lyons MS					X		
10/21/2015	Keenan, Holly	Teacher, Grade 4 / Sanborn ES	X						
1/7/2016	Kempf, Sloane	Teacher, PE / Prairie Ridge ES	X						
5/26/2016	Kingsolver, Lisa	Teacher, Grade 4 / Thunder Valley K-8					X		
5/26/2016	Knaus-Roemer, Marcia	Teacher, Title 1 / Rocky Mountain ES						X	30 years
5/26/2016	Lange, Elizabeth	Teacher, Grade 5 / Eagle Crest ES						X	19 years
11/4/2015	Lawrence, Laura	Teacher, Grade 1 / Legacy ES	X						
9/5/2015	Lee, Beth	Teacher, Literacy / Erie HS	X						
5/23/2016	Lemon, Genesee	Autism Specialist / Student Services	X						
5/23/2016	Lemon, Joshua	Instruction Program Consultant / STEM		X					
3/14/2016	Leonhardt, Mindy	Teacher, Literacy / Timberline PK-8	X						
4/27/2016	Mack, Lindsey	Physical Therapist / Student Services		X					
12/11/2015	Marcus, Holly	Teacher, Science / Erie HS	X						
4/20/2016	Marsis, Bernadine	Teacher, Math / Altona MS						X	12 yrs
3/14/2016	Martinez, Abigail	Teacher, Vocal Music / Erie MS	X						
5/26/2016	McCarthy, Nancy	Teacher, 1st Grade / Columbine ES						X	33 years
9/28/2015	McDonald, Mindi	Teacher, Literacy / Alpine ES		X					
3/22/2016	Mirto, Haila	Teacher, Grade 5 / Red Hawk ES	X						
5/26/2016	Morgan, Kelley	Teacher, Grade 2 / Central ES						X	11 Years
2/1/2016	Murphy, Erica	Teacher, Grade 2 / Eagle Crest ES	X						
5/26/2016	Mutz, Linda	Teacher, Grade 1 / Erie ES						X	14 Years
7/29/2016	Noble, Robin	Teacher, SE / Prairie Ridge ES					X		
11/30/2015	Oliver, Thomas	Teacher, SE / Burlington ES	X						
5/26/2016	O'Neal, Effie	Building Team Leader/ Student Services					X		
2/5/2016	Pagano, Caitlin	Teacher, Literacy / Red Hawk ES		X					



## Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
1/4/2016	Petersen, Lisa	Teacher, Grade 2 / Centennial ES	X						
5/26/2016	Powers, Stephanie	Teacher, SE / Longmont HS						X	16 Years
2/26/2016	Rabensteine, Suzanne	Teacher, SE / Longs Peak MS		X					
2/29/2016	Reid, Samatha	Teacher, Grade 4 / Columbine ES	X						
5/26/2016	Repp, Adria	Teacher, Math / Niwot HS					X		
1/8/2016	Rhodes, Katie	Early Childhood Support Specialist/Student Svcs	X						
3/19/2016	Roberts, Julie	Teacher, Grade 4 / Black Rock ES	X						
5/26/2016	Rushlow, Krista	Teacher, Grade 1 / Blue Mountain ES					X		
5/2/2016	Ryan, Katelynn	Teacher, Social Studies / Erie MS	X						
5/26/2016	Ryan, Megan	Teacher, Kindergarten / Centennial ES					X		
4/11/2016	Schlagel, Megan	Teacher, Math / Niwot HS	X						
5/26/2016	Sharp, Rachel	Teacher, ESL / Mountain View ES					X		
4/30/2016	Sicclair, Ashley	Teacher, 5th Grade / Alpine ES	X						
4/14/2016	Sigg, Hannah	Teacher, Preschool / Niwot ES	X						
5/26/2016	Smadbeck, Diana	Speech Language Pathologist / Student Services						X	17 Years
4/26/2016	Snow, Misti	Teacher, Grade 5 / Hygiene ES	X						
4/29/2016	Sparks, Lauren	Teacher, Kindergarten / Prairie Ridge ES		X					
8/11/2016	Sparks, Lauren	Teacher, Kindergarten / Prairie Ridge ES				X			
3/18/2016	Spence, MaryAnn	Counselor / Longmont Estates ES & Mead ES	X						
5/26/2016	Spicer, Alysa	Teacher, SE / Longmont Estates ES					X		
5/26/2016	Stanford, Tracy	Teacher, SE / Timberline PK-8					X		
8/14/2015	Stringfellow, Michele	Teacher, Preschool / Erie ES	X						
5/26/2016	Stutzman, Cameron	Teacher, Culinary Arts / CDC					X		
5/26/2016	Thomas, Judith	Counselor / Silver Creek HS					X		
5/5/2015	Tycksen, Nicole	Teacher, Family & Consumer Studies / Mead HS					X		
5/19/2016	Vance, Jessica	Teacher, Grade 3 / Burlington ES	X						
2/19/2016	Vega-Reyes, Gina	Teacher, Music / Burlington		X					
6/20/2016	Wagner, Kelly	Social Worker / Main Street School		X					
5/26/2016	Wakeman, Jennifer	Dean of Students / Timberline PK-8					X		
4/12/2016	Winger, Tara	Teacher, Grade 5 / Sanborn ES	X						
11/16/2015	Wolf, Allison	Teacher, SE / Main Street School	X						
4/26/2016	York, Alice	Media Consultant / Mead HS	X						
1/11/2016	Ziebarth, Linda	Psychologist / Student Services			X				
	<b>CLASSIFIED</b>								
12/14/2015	Aaberg, Brenda	Custodian / Niwot ES	X						
5/26/2016	Amaya, Laura	Paraeducator, Instructional / Hygiene ES					X		

**May 11, 2016**  
**Terminations/Leaves of Absence**

7.1

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
9/24/2016	Anderson, Seth	Custodian / Altona MS		X					
5/26/2016	Bedore, Mary Lou	Paraeducator, SE / Columbine ES					X		
5/26/2016	Benfield, Cynthia	Paraeducator, SE / Longmont Estates ES					X		
12/11/2016	Buchter, Holli	Media Services Coordinator / Learning Services	X						
4/1/2016	Buff, Kenneth	Paraeducator, SE / Timberline PK-8					X		
2/17/2016	Burris, Elizabeth	Bus Driver / Transportation							Administrative Recommendation
6/8/2016	Buzas, Christine	Attendance Clerk / Niwot HS						X	11 Years
2/26/2016	Carlson, David	Bus Driver / Transportation		X					
11/10/2015	Carr, Paula	Secretary / Main Street School	X						
5/6/2016	Chapman, Sherry	Paraeducator, SE / Longmont Estates ES					X		
3/21/2016	Chavarria, Dora	Paraeducator, SE / Rocky Mountain ES		X					
3/16/2016	Clementson, Katie	Attendance Clerk / Frederick HS	X						
3/7/2016	Cox, David	Bus Driver / Transportation	X						
1/28/2016	Dean, Harold	Custodian / CDC	X						
4/8/2016	Dixon, Nancy	Director, Child Care / Spark					X		
4/1/2016	Duran, Tatiana	Paraeducator, SE / Thunder Valley K-8							Administrative Recommendation
2/8/2016	Elisha, Victoria	Paraeducator, SE / Rocky Mountain ES		X	X				
1/9/2016	Erickson, Kelley	Bus Assistant / Transportation	X						
5/25/2016	Fishburn, Chery	Kitchen Manager / Sanborn ES						X	19 Years
3/2/2016	Flores, Christian	Nutrition Services Worker / Nutrition Services			X				
1/25/2016	Flores, Maria	Group Leader, Child Care / Indian Peaks ES					X		
4/15/2016	Fry, Colten	Custodian / Longmont HS					X		
4/15/2016	Garcia, Nichole	Campus Supervisor / Skyline HS					X		
3/31/2016	Gardner, Kristy	Nutrition Services Worker / Silver Creek HS					X		
10/16/2015	Garrido, Mariana	Cook / Nutrition Services		X					
12/22/2015	Gass, Frank	Warehouse Delivery Driver / Warehouse	X						
5/20/2016	Gradoz, Machal	Clerk, Media / Niwot HS					X		
4/19/2016	Gutierrez, Laura	Custodian / Indian Peaks ES							Administrative Recommendation
1/25/2016	Hill, Jerry	Mechanic / Transportation	X						
2/16/2016	Hislop, Steve	Vending / Nutrition Services		X					
4/29/2016	Holmes, Cindy	Bus Driver / Transportation					X		
10/28/2015	Hulbert, Marvin	Bus Driver / Transportation		X					
4/28/1900	Jenkins, Sarah	APEX Instructor / APEX		X					
12/18/2015	Johnson, Andrea	Interpreter / Student Services	X						
4/29/2016	Johnson, Butch	Bus Driver / Transportation					X		
12/16/2015	Johnson, David	Custodian / Mead MS	X						
12/11/2015	Johnson, Nancy	Paraprofessional, Instructional / Niwot ES		X					

\*Will work a 110 Day Contract for 2016-17

## Terminations/Leaves of Absence

EFFECTIVE	NAME	POSITION/LOCATION	FMLA	NON-FMLA MEDICAL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
5/26/2016	Johnston, Cynthia	Paraeducator, SE / Niwot ES					X		
3/14/2016	Jones, Teresea	Nutrition Services Worker / Westview MS		X					
3/18/2016	Judson, Stacy	Secretary - Exec. Director / Learning Services	X						
4/15/2016	Krausert, Mary	Nutrition Services Worker / Skyline HS					X		
3/21/2016	Kuker, Lauren	Behavior Coach / Main Street School					X		
3/15/2016	Lang, Linda	Administrative Assistant / Learning Services	X						
3/18/2016	Lee, Matthew	Bus Assistant - SE / Transportation							Administrative Recommendation
5/5/2016	Lenhardt, James	Plumber/ Operations and Maintenance	X						
6/8/2016	Mansfield, Lisa	Registrar / Altona MS					X		
4/19/2016	Martinez, Christina	Secretary / Timberline	X						
12/21/2015	Martus, Valarie	Child Care Director / Black Rock ES		X					
2/10/2016	Mast, Jaime	Clerk, Attendance / Blue Mountain ES	X						
3/25/2016	Mauldin, Nicole	Health Clerk / Hygiene ES					X		
1/19/2016	McDaniel, Amy	Child Care Group Leader / Legacy		X					
9/3/2015	McGill, Debra	Kitchen Manager / Indian Peaks ES	X						
12/21/2015	McHugh, Violet	Custodian / Sunset MS	X						
11/15/2015	Nirschl, Joseph	Carpenter/ O & M	X						
5/2/2016	Nurton, Wendy	Accompanist / Skyline HS					X		
12/14/2015	Olander, Nancy	Attendance Clerk / Longmont Estates ES	X						
3/29/2016	Paris-Kempkes, Michelle	Media Assistant / Lyons ES			X				Intermittent
9/25/2015	Phipps, Kimberlei	Nutrition Services Worker / Nutrition Services		X					
3/15/2016	Puckett, Rachel	Bus Driver / Transportation							Administrative Recommendation
4/11/2016	Raggio, Karen	Bus Driver / Transportation					X		Returning to sub status
4/13/2016	Rodriguez, Jerrina	Community Liaison / Timberline PK-8					X		
11/4/2015	Rodriguez, Mariam	Paraprofessional, SE / Skyline HS		X					
5/13/2016	Schutt, William	Technical Support Analyst / District Technology					X		
5/31/2016	Shepard, James	Custodian / Mead MS						X	11 years
6/30/2016	Smith, Carol	Secretary, Director / Nutrition Services						X	32 Years
5/26/2016	Smith, Mary	Paraeducator, SE / Mountain View ES						X	17.5 Years
4/12/2016	Spear, Shawlene	Bus Assistant / Transportation		X					
5/31/2016	Taber, Tim	Custodian / Alpine ES						X	21 Years
3/11/2016	Taylor, Justin	Custodian / Skyline HS							Administrative Recommendation
5/26/2016	Thomas, Shannon	Paraeducator, SE / Prairie Ridge ES					X		
4/11/2016	Trujillo, Magdalena	Group Leader, Child Care / Alpine ES					X		
10/2/2016	Van Sickle, Glenna	Nutrition Services Worker / Nutrition Services		X					
4/18/2016	Van Wormer, Charles	Bus Driver, SE / Transportation					X		Returning to sub status
2/1/2016	Vickland, Jillian	Paraprofessional, SE / Rocky Mountain ES	X						

## 7.1

## Terminations/Leaves of Absence

[illegible]

\*Will work a 110 Day Contract for 2016-17

## Staff Appointments

## 7.2

[illegible]

## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Board of Education Meeting Minutes

RECOMMENDATION

That the Board of Education approve the minutes from the April Board Meeting.

BACKGROUND

The Board will be asked to approve the minutes from the April 13, 2016 Regular Meeting, the April 20, 2016 Study Session, and the April 27, 2016 Regular Meeting.

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Administrative Employment Contracts

RECOMMENDATION

That the Board of Education approve employment contracts for the 2016-17 school year for each of the following administrators:

Christopher Allen	Ernest Derrera	Kimberly Lancaster
Shelly Allen	Deann Dykes	Christopher Larson
Lorynda Archibeque Sampson	Lauren Eker	Diane Lauer
Rachael Ayers	Kelly Engberg Balderston	Dawn Macy
Elizabeth Ball	Gregory Fieth	Andrea McBreen
Ryan Ball	Erick Finnestead	Joseph McBreen
Joshua Barnett	Jeffrey Fredman	Chase McBride
John Berg	Deanna Frothingham	Kerin McClure
Robert Berry	Jill Fuller	Randall McKie
Shela Blankenship	Laura Gold	Jeffrey McMurry
Steven Borecky	Paige Gordon	Kirsten McNeill
Karolyn Borski	Michael Green	Mark Mills
Erica Bowman	Jennifer Guthals	Mary Miner
Samuel Brown	Traci Haley	Andrew Moore
Matthew Buchler	Richard Harris	Margo Moreno
Darrin Buck	James Hecocks	Karen Musick
Jeremy Burmeister	Laurieann Henderson	Karen Norris
Susan Burnett	Laura Hess	Elizabeth Nybo
Traci Burtnett	Stephen Hoel	Cathy O'Donnell
Justin Carpenter	Douglas Jackson	Michael O'Hair
Kahle Charles	Shirley Jirik	Evan Oldroyd
Edward Cloke	Jackie Kapushion	Patrick Olsen
Tammy Coleman	Audrey Konauka-Seybold	Sara Olson
Renee Collier	Bryan Krause	Eric Ottem
Deniece Cook	Douglas Kudrna	Ella Padilla
Sean Corey	Jeremy Lacrosse	Dina Perfetti-Deany
Stacy Davis	Brian Lamer	Christopher Piccone

Nancy Pitz  
Patricia Quinones  
Eric Rauschkolb  
Ann Reed  
Regina Renaldi  
Heidi Ringer  
Lynsey Robinson  
Katherine Rodriguez  
Jennifer Ryan  
Kyle Schuyler

Brendon Schwirtz  
Brandon Shaffer  
Andrea Smith  
Mark Spencer  
Gregory Stephens  
Connie Syferd  
Victoria Teague  
Scott Toillion  
Martin Tonjes  
John Wahler

Kathi Walder  
Kim Watry  
Charles Webber  
Heidi Weekley  
Cyrus Weinberger  
Anthony Whiteley  
Matthew Wiggins  
Gregory Winger  
Brian Young



## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of School Closure-April 29, 2016

RECOMMENDATION

That the Board of Education approve the closure of Lyons Middle/Senior High on April 29, 2016 due to a power outage.

BACKGROUND

This recommendation is based on Colorado Revised Statute 22-32-109 (II) (A) "closing deemed by the Board to be necessary for the health, safety and welfare of the students". It was necessary for the St. Vrain Valley School District to close Lyons M/S, due to a power outage, for the health, safety and welfare of the students.

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award – Purchase and Installation of Fuel Dispensers Bid #2016-057

RECOMMENDATION

That the Board of Education approve the contract award for the Purchase and Installation of Fuel Dispensers Bid #2016-057 to Eaton Sales & Service LLC for an amount not-to-exceed \$127,613 which includes the base bid, Alternates No. 1 and No. 4 and 10% contingency, and further authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board policy.

BACKGROUND

The project scope of work includes replacing diesel dispensers and the addition of a second propane dispenser at the East Bus Facility, and replacing diesel and unleaded fuel dispensers at the ESC Bus Facility. Alternate No. 1 provides for a new fuel management & card reader system at the ESC Bus Facility. Alternate No. 4 provides for a new fuel management and card reader system at the East Bus Facility.

Funding for the project is available in Capital Reserve.

Bids were received and opened on April 28, 2016 with the following bid results.



BID TABULATION SHEET  
ITB 2016-057  
PURCHASE AND INSTALLATION OF FUEL DISPENSERS  
APRIL 28, 2016 2:00 P.M.

Recommend For Award	Eaton Sales and Service LLC	Kubat Equipment and Service Co.
Addendum#1	Y	Y
Certificate of Insurance	Y	Y
Immigrant Worker Regulations	Y	Y
Bid Bond	Y	Y
Signed Bid	Y	Y

EAST TERMINAL-DIESEL		
	\$ 17,360.00	\$ 29,137.00

EAST TERMINAL-PROPANE		
	\$ 22,948.00	\$ 41,302.35

WEST TERMINAL-DIESEL		
	\$ 36,990.00	\$ 51,289.00

Total Base Bid **\$ 77,298.00** \$ 121,728.35

OPTIONS	EACH	EACH
Chip Key	\$ 5.40	\$ 6.00
Chip Key Factory Encoding	\$ 2.00	\$ 2.00
Chip Key Encoder for Distinct Use	\$ 920.00	\$ 1,315.00

ALTERNATES		
ALTERNATE NO 1- Provide new fuel management and card reader system (west terminal)	\$ 22,410.00	\$ 32,007.50
<b>ADD</b>	<b>ADD</b>	<b>ADD</b>
ALTERNATE NO 2- Provide 3 individual dispensers on ground, in lieu of tank mounted (east terminal)	\$ 3,110.00	\$ 26,629.00
<b>ADD</b>	<b>ADD</b>	<b>ADD</b>
ALTERNATE NO 3- In lieu of 3 tank mounted dispensers, provide 2 dispensers piped to draw from all 3 tanks (diesel, east terminal)	\$ 360.00	\$ 17,287.90
<b>ADD</b>	<b>ADD</b>	<b>ADD</b>
ALTERNATE NO 4 - Provide a complete new fuel control system and single card reader, if the existing fuel control system cannot handle new and additional dispensers, or owner's option to upgrade (east terminal)	\$ 16,304.00	\$ 38,172.00
<b>ADD</b>	<b>ADD</b>	<b>ADD</b>

Acceptance of Alternates #1 and #4 **\$ 38,714.00** \$ 70,179.50

Total Project Cost **\$ 116,012.00** \$ 191,907.85

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award – Niwot Elementary Playground Improvements Bid #2016-069

RECOMMENDATION

That the Board of Education approve the contract award for the Niwot Elementary Playground Improvements Bid #2016-069 to Designscares Colorado Inc. for an amount not-to-exceed \$300,000 which includes the original bid and contingency, and further authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board policy.

BACKGROUND

The project scope of work includes installation of a new pre-school playground, tricycle track, and improvement of drainage to the existing Niwot Elementary School playground.

Funding for the project is available in mill levy funds and Capital Reserve.

Invitation to Bid 2016-069 went out to 90 contractors listed in the Rocky Mountain E-Purchasing website. Twenty-five contractors downloaded/viewed the document but only one bid was submitted. Bids were received and opened on May 2, 2016 with the following bid results. Staff compared similar projects and felt the bid was within an acceptable range.



BID TABULATION SHEET  
ITB 2016-069  
NIWOT ELEMENTARY SCHOOL PLAYGROUND IMPROVEMENTS  
May 2, 2016 2:00 P.M.

	Designscapes Colorado
Notarized Noncollusion Affidavit	Y
Certificate of Insurance	Y
Immigrant Worker Regulations	Y
Bid Bond	Y
Signed Bid	Y

BASE BID	
<b>TOTAL BID PRICE:</b>	<b>\$ 299,700.00</b>

SUPPLEMENTAL UNIT PRICING			
DEMOLITION		UOM	UNIT PRICE
L-1	Existing Turf Removal	SF	\$ 1.60
L-2	Existing Fence Removal	LF	\$ 4.00
L-3	Existing Concrete Curb Removal	LF	\$ 16.00
L-4	Existing Pea Gravel Removal	CF	\$ 5.25
L-5	Existing Retaining Wall Removal	LF	\$ 5.25
L-6	Existing Concrete Removal	CF	\$ 3.00
L-7	Existing Drain Removal	CF	\$ 5.00

AMENITIES		UOM	UNIT PRICE
L-8	Twig Bench	LS	\$ 2,900.00
L-9	Poured-In-Place Safety Surface	SF	\$ 17.00
L-10	Play Structure	LS	\$ 46,340.00
L-11	Play Structure (Install Only)	LS	
L-12	T-Rex Head	LS	\$ 9,415.00
L-13	T-Rex Head (Install Only)	LS	\$ 2,640.00
L-14	T-Rex Ribs	LS	\$ 15,711.00
L-15	T-Rex Ribs (Install Only)	LS	\$ 2,640.00
L-16	T-Rex Tail	LS	\$ 6,347.00
L-17	T-Rex Tail (Install Only)	LS	\$ 1,980.00
L-18	Raptor Head	LS	\$ 1,241.00
L-19	Raptor Head (Install Only)	LS	\$ 360.00
L-20	Raptor Tail	LS	\$ 1,230.00
L-21	Raptor Tail (Install Only)	LS	\$ 360.00
L-22	Triple Shoot-out	LS	\$ 2,655.00
L-23	Triple Shoot-out (Install Only)	LS	\$ 1,430.00
L-24	OmniSpin Spinner	LS	\$ 9,601.00
L-25	OmniSpin Spinner (Install Only)	LS	\$ -
L-26	Contrabass Chimes	LS	\$ 7,450.00
L-27	Contrabass Chimes (Install Only)	LS	\$ -
L-28	Irregular 1' x 1' Flagstone	EA	\$ 250.00
L-29	Irregular 2' x 2' Flagstone	EA	\$ 275.00
L-30	Irregular 3' x 3' Flagstone	EA	\$ 310.00
L-31	Sand-Blasted Footprint	EA	\$ 150.00
L-32	6" Playground Curb @ PIP Surface	LF	\$ 30.00
L-33	8" Playground Curb @ PIP Surface	LF	\$ 33.00
L-34	8" Wide Retaining Wall	LF	\$ 149.00
L-35	4' Chain-link Fence	LF	\$ 24.00
L-36	4' Chain-link Fence Gate	EA	\$ 425.00

L-37	4" Concrete Flatwork	SF	\$	8.40
L-38	Playground Drain	LF	\$	8.00
L-39	Drain Cleanout	EA	\$	170.00
L-40	Downspout	EA	\$	555.00
L-41	3/4" x 4' x 8' MDF Panel	EA	\$	3,230.00
L-42	Vasper Exterior Latex Primer	LS		INCLUDED
L-43	Vasper Flat Exterior Paint	LS		INCLUDED
L-44	Non-sanded Tile Grout	LS		INCLUDED
L-45	Stainless Stell Brackets	EA		INCLUDED
L-46	Stainless Steel Mechanical Fasteners	EA		INCLUDED
L-47	Chalkboards (Fabrication Only)	LS	\$	3,230.00
L-48	Chalkboards (Install Only)	LS	\$	150.00

PERENNIALS		UOM	UNIT PRICE	
L-49	Purple Coneflower (#1 Cont)	EA	\$	12.00
L-50	Sunset Hyssop (#1 Cont)	EA	\$	12.00

ORNAMENTAL GRASSES/PLUGS		UOM	UNIT PRICE	
L-51	Feather Reed Grass (#5 Cont)	EA	\$	40.00
L-52	Blonde Ambition Grama Grass (#5 Cont)	EA	\$	40.00

MISCELLANEOUS		UOM	UNIT PRICE	
L-53	Adjust & Add to Irrigation System	LS	\$	3,100.00
L-54	Grading	LS	\$	1,000.00
L-55	Top Soil	CF	\$	2.45
L-56	Compost	CF	\$	1.25
L-57	Mulch	CF	\$	3.00
L-58	Weed Barrier	SF	\$	0.20

## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Request to Grant Exception to Conflict of Interest Policy  
GBEA

RECOMMENDATION

That the Board of Education allow an exception to the current Conflict of Interest Policy GBEA. This would enable the St. Vrain Valley School District to compensate Kane Hollins, a District employee, for performing with his bluegrass band at the Battle of the Bands at Niwot High School.

BACKGROUND

Board Policy and Procedure GBEA, Staff Ethics/Conflict of Interest, states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the school district or its schools or staff goods or services of any kind without express prior written consent of the Board of Education."

Kane Hollins is employed by the District as a science teacher at Niwot High School. He is also a member of the bluegrass band called Silverplume. They were asked to perform on April 22, 2016 at the Niwot High School Battle of the Bands.

Since Mr. Hollins is an employee and is also a member of a band, we are requesting a waiver from Policy GBEA so that we can pay the band \$500 for their performance.

## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Vendor Providing Purchased Goods over \$100,000 for Fiscal Year 2016-2017

RECOMMENDATION

That the Board of Education approve that Nutrition Services spends over \$100,000 with US Foods Inc. for the FY17 fiscal year.

BACKGROUND

The District's Nutrition Services Department participates with 45 other school districts in the Rocky Mountain Purchasing Service group to provide each school district with the maximum buying power on food and non-food items used in each of their programs through a cooperative bid.

This bid will supply the schools' Breakfast, Lunch, Summer, and Snack Programs with grocery and non-food items during the 2016-2017 school year.



## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Purchase of School Buses

**RECOMMENDATION**

That the Board of Education approve the purchase of seven (7) 2017 seventy-seven-passenger Blue Bird Type C, Mountain Version school buses, and two (2) 2017 thirty-passenger Blue Bird Type C, Mountain Version wheel chair school buses from Colorado West Equipment, Inc. The total cost of these buses with the selected options and upgrades is \$901,983. The funds for this purchase are included on the 2016 Capital Reserve Project List approved by the Board of Education in the spring of fiscal year 2015.

**BACKGROUND**

In March 2016, the Purchasing Department issued Invitation to Bid No. 2016-056 for District school buses to various dealers to seek competitive pricing. Three (3) responses were received with Colorado West Equipment, Inc., submitting the lowest responsive responsible bid.

<b>Colorado West Equipment, Inc.</b>	<b>McCandless Truck Center</b>	<b>Transwest</b>
\$901,983	\$910,108	\$923,210



BID TABULATION SHEET  
ITB 2016-056  
PURCHASE OF 2017 SCHOOL BUSES  
April 6, 2016 2:00 P.M.

	Recommend for Award	Colorado West	McCandless	Transwest
Addendum #1		Y	Y	Y
Addendum #2		Y	Y	Y
Addendum #3		Y	Y	Y
Noncollusion Affidavit		Y	Y	Y
Insurance		Y	Y	Y
Signed Bid		Y	Y	Y

**NEW 2017 MODEL YEAR 30 PASSENGER SCHOOL BUS TYPE C WHEEL CHAIR**

UOM		Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EA		1	\$ 96,504.00	\$ 96,504.00	\$ 98,073.00	\$ 98,073.00	\$ 97,850.00	\$ 97,850.00
EA		2	\$ 96,504.00	<b>\$ 193,008.00</b>	\$ 98,073.00	\$ 196,146.00	\$ 97,850.00	\$ 195,700.00

**OPTIONS: NEW 2017 MODEL YEAR 30 PASSENGER SCHOOL BUS TYPE C WHEEL CHAIR**

				Colorado West		McCandless		Transwest	
Item #	UOM	Product Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	EA	Air disc brakes for all four wheels	1	\$ 1,390.00	<b>\$ 1,390.00</b>	\$ 1,975.00	<b>\$ 1,975.00</b>	INCLUDED	<b>INCLUDED</b>
2	EA	Power supply for video	1	\$ 50.00	<b>\$ 50.00</b>	\$ 2,300.00	<b>\$ 2,300.00</b>	\$ 60.00	<b>\$ 60.00</b>
3	EA	Adjustable brake and accelerator pedal	1	\$ 725.00	<b>\$ 725.00</b>	INCLUDED	<b>INCLUDED</b>	\$ 450.00	<b>\$ 450.00</b>
4	EA	Battery shut off switch	1	\$ 113.00	<b>\$ 113.00</b>	N/A	<b>N/A</b>	\$ 100.00	<b>\$ 100.00</b>
5	EA	Seat belt ready seat latch type	1	\$ 495.00	<b>\$ 495.00</b>	\$ 60.00	<b>\$ 60.00</b>	\$ 396.00	<b>\$ 396.00</b>
6	EA	Propane engine w/ 97 gallon fuel tank usable	1	\$ 1,450.00	\$ 1,450.00	\$ 720.00	\$ 720.00	\$ 3,500.00	\$ 3,500.00
7	EA	Gasoline Engine	1	\$ (817.00)	\$ (817.00)	\$ 475.00	\$ 475.00	N/A	N/A
8	EA	Back up alarm electric w/ sign illuminated w/ audio	1	\$ 275.00	\$ 275.00	\$ 500.00	\$ 500.00	N/A	N/A
9	EA	Rear air deflector, see I17 or equal	1	\$ 595.00	\$ 595.00	INCLUDED	<b>INCLUDED</b>	\$ 595.00	\$ 595.00
10	EA	Rock guard for brake system	1	\$ 50.00	\$ 50.00	\$ 30.00	\$ 30.00	N/A w/ Air Disc	N/A w/ Air Disc
11	EA	Rosco wireless color backing camera w/ monitor in student mirror	1	\$ 650.00	<b>\$ 650.00</b>	\$ 1,100.00	<b>\$ 1,100.00</b>	\$ 550.00	<b>\$ 550.00</b>
12	EA	Rotogrip drop down chains	1	\$ 1,700.00	<b>\$ 1,700.00</b>	\$ 2,300.00	<b>\$ 2,300.00</b>	\$ 2,800.00	<b>\$ 2,800.00</b>
13	EA	CDE Annual Inspection Affidavit	1	\$ 600.00	<b>\$ 600.00</b>	\$ 499.00	<b>\$ 499.00</b>	\$ 600.00	<b>\$ 600.00</b>
				\$ 5,723.00		<b>\$ 8,234.00</b>		\$ 4,956.00	
<b>Total Cost of Selected Options</b>				2	<b>\$ 11,446.00</b>	\$ 16,468.00		\$ 9,912.00	
TOTAL COST WITH SELECTED OPTIONS			Qty	Colorado West		McCandless		Transwest	
			1	\$ 102,227.00		\$ 106,307.00		\$ 102,806.00	
			2	<b>\$ 204,454.00</b>		<b>\$ 212,614.00</b>		<b>\$ 205,612.00</b>	

**NEW 2017 MODEL YEAR 77 PASSENGER SCHOOL BUS TYPE C MOUNTAIN VERSION**

Recommend for Award			Colorado West		McCandless		Transwest	
UOM		Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EA		1	\$ 93,389.00	\$ 93,389.00	\$ 93,233.00	\$ 93,233.00	\$ 97,499.00	\$ 97,499.00
EA		2	\$ 93,389.00	\$ 186,778.00	\$ 93,233.00	\$ 186,466.00	\$ 97,499.00	\$ 194,998.00
EA		3	\$ 93,389.00	\$ 280,167.00	\$ 93,233.00	\$ 279,699.00	\$ 97,499.00	\$ 292,497.00
EA		4	\$ 93,389.00	\$ 373,556.00	\$ 93,233.00	\$ 372,932.00	\$ 97,499.00	\$ 389,996.00
EA		5	\$ 93,389.00	\$ 466,945.00	\$ 93,233.00	\$ 466,165.00	\$ 97,499.00	\$ 487,495.00
EA		6	\$ 93,389.00	\$ 560,334.00	\$ 93,233.00	\$ 559,398.00	\$ 97,499.00	\$ 584,994.00
EA		7	\$ 93,389.00	\$ 653,723.00	\$ 93,233.00	\$ 652,631.00	\$ 97,499.00	\$ 682,493.00

**OPTIONS: NEW 2017 MODEL YEAR 77 PASSENGER SCHOOL BUS TYPE C MOUNTAIN VERSION**

Item #	UOM	Product Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	EA	Air disc brakes for all four wheels	1	\$ 1,390.00	\$ 1,390.00	\$ 1,975.00	\$ 1,975.00	INCLUDED	INCLUDED
2	EA	Rotogrip drop down chains	1	\$ 1,700.00	\$ 1,700.00	\$ 2,300.00	\$ 2,300.00	\$ 2,800.00	\$ 2,800.00
3	EA	Power supply for video	1	\$ 50.00	\$ 50.00	INCLUDED	INCLUDED	\$ 60.00	\$ 60.00
4	EA	Adjustable brake and accelerator pedal	1	\$ 750.00	\$ 750.00	N/A	*N/A	\$ 450.00	\$ 450.00
5	EA	Battery shut off	1	\$ 113.00	\$ 113.00	\$ 60.00	\$ 60.00	\$ 100.00	\$ 100.00
6	EA	Backing sign electric	1	\$ 275.00	\$ 275.00	\$ 720.00	\$ 720.00	N/A	N/A
7	EA	Seat belt ready frames no seat belts latch type	1	\$ 950.00	\$ 950.00	\$ 475.00	\$ 475.00	\$ 396.00	\$ 396.00
8	EA	Rear air deflector see II7 or equivalent	1	\$ 595.00	\$ 595.00	\$ 500.00	\$ 500.00	\$ 595.00	\$ 595.00
9	EA	Modesty panel for barriers	1	\$ 55.00	\$ 55.00	INCLUDED	INCLUDED	\$ 59.00	\$ 59.00
10	EA	Propane engine w/ 97 gallon fuel tank usable	1	\$ 2,533.00	\$ 2,533.00	\$ 7,950.00	\$ 7,950.00	\$ 3,500.00	\$ 3,500.00
11	EA	Rock guard for brake system	1	\$ 50.00	\$ 50.00	\$ 30.00	\$ 30.00	N/A w/ Air Disc	N/A w/ Air Disc
12	EA	Rosco wireless baking camera w/ monitor in student mirror	1	\$ 650.00	\$ 650.00	\$ 1,100.00	\$ 1,100.00	\$ 550.00	\$ 550.00
13	EA	CDE Annual Inspection Affidavit	1	\$ 600.00	\$ 600.00	\$ 499.00	\$ 499.00	\$ 600.00	\$ 600.00
				\$ 6,258.00		\$ 6,409.00		\$ 5,015.00	
Total Cost of Selected Options 7				\$ 43,806.00					

TOTAL COST WITH SELECTED OPTIONS	Qty	Colorado West	*McCandless	Transwest
	1	\$ 99,647.00	\$ 99,642.00	\$ 102,514.00
	2	\$ 199,249.00	\$ 199,284.00	\$ 205,028.00
	3	\$ 298,941.00	\$ 298,926.00	\$ 307,542.00
	4	\$ 398,588.00	\$ 398,568.00	\$ 410,056.00
	5	\$ 498,253.00	\$ 498,210.00	\$ 512,570.00
	6	\$ 597,882.00	\$ 597,852.00	\$ 615,084.00
	7	\$ 697,529.00	\$ 697,494.00	\$ 717,598.00

## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Fiscal Year 2017 Capital Reserve Budget

RECOMMENDATION

That the Board of Education approve the Fiscal Year 2017 Capital Reserve allocations of \$4,800,000 as presented in the attachments and authorize Brian Lamer, Assistant Superintendent of Operations to manage the funds to the benefit of the District.

BACKGROUND

The Capital Reserve allocations presented follow the Capital Reserve Handbook that outlines the process and procedure for Capital Reserve fund allocations.

The attached list, for your consideration, reflects identified recommendations presently proposed for the budget expenditures. However, as need, scope and bidding conditions change, these numbers will vary slightly from the attached list.

## Cap Reserve FY 2017 Summary

		GF Funded 2017 CAP Reserve ESTIMATED COSTS		
Fund Accounts	Fund Manager	Percent of Total	2017 Proposed CAP Summary	2017 CAP Funding Source
Arts/Athletics	Robert Berry	2.699%	\$ 129,550.00	2017 General Fund
Custodial	John Goddard	1.666%	\$ 79,950.00	2017 General Fund
Environmental	Carey Jensen	2.083%	\$ 100,000.00	2017 General Fund
FFE	John Goddard	6.667%	\$ 320,000.00	2017 General Fund
Growth	Brian Lamer	2.667%	\$ 128,000.00	2017 General Fund
Maintenance and Grounds	Todd Piccone	40.525%	\$ 1,945,188.00	2017 General Fund
Portable Classrooms	Brian Lamer	13.486%	\$ 647,338.00	2017 General Fund
Regulatory Compliance	Brian Lamer	5.374%	\$ 257,974.00	2017 General Fund
Transportation	Randy McKie	24.833%	\$ 1,192,000.00	2017 General Fund
<b>TOTAL</b>		100%	\$ 4,800,000.00	2017 General Fund



## Fiscal Year 2017 Capital Reserve Budget

(For information only as the dollar amounts and scope will vary as bidding conditions and District needs change)

### **ARTS/ATHLETICS**

	Proposed Location	Approximate costs. Amounts will change.
Marching Band Uniforms	District Wide	\$ 40,000
Band & Orchestra Instruments	District Wide	\$ 25,000
Art Kilns	District Wide	\$ 8,000
Football Helmets	District Wide	\$ 24,000
Hurdles	District Wide	\$ 10,000
Pit Covers	District Wide	\$ 4,550
Wrestling Mats	District Wide	\$ 18,000
<b>Total</b>		<b>\$ 129,550</b>

### **CUSTODIAL EQUIPMENT**

	Proposed Location	Approximate costs. Amounts will change.
Windsor Chariot Vac C3/Reel Cleaner	Fall River ES	\$ 11,000
Windsor Chariot Vac	Alpine ES	\$ 9,000
Windsor Chariot Vac	Prairie Ridge ES	\$ 9,000
Windsor Chariot Vac	Rocky Mountain ES	\$ 9,000
SC 3000 Auto Scrubber, Wet -Dry Vac	Frederick HS	\$ 11,000
Back Pack Vac	Black Rock ES	\$ 350
Taz Floor Maintaner	Erie HS	\$ 26,000
Carpet Extractor	CDC	\$ 3,000
C3 / Reel Cleaner	Prairie Ridge ES	\$ 1,600
		<b>\$ 79,950</b>

### **ENVIRONMENTAL**

	Proposed Location	Approximate costs. Amounts will change.
Materials	District Wide	\$ 20,000
Air Quality	District Wide	\$ 40,000
Chemical	District Wide	\$ 40,000
<b>Total</b>		<b>\$ 100,000</b>

### **TRANSPORTATION**

	Proposed Location	Amounts will change.
77 Passenger School Bus	District Wide	\$ 612,000
34 Passenger Wheel Chair Bus	District Wide	\$ 210,000
77 Passenger School Bus (Repl 171)	District Wide	\$ 102,000
14+1 passenger Yellow Mini Bus	District Wide	\$ 120,000
8 + 1 passenger Suburban	District Wide	\$ 40,000
Truck Chevy Colorado (Custodial)	District Wide	\$ 93,000
Plows for Chevy Colorado's	District Wide	\$ 15,000
<b>Total</b>		<b>\$ 1,192,000</b>

# Fiscal Year 2017 Capital Reserve Budget

(For information only as the dollar amounts and scope will vary as bidding conditions and District needs change)

## ***FURNITURE and EQUIPMENT***

	Proposed Location	Approximate Costs. Amounts will change.
Desk/Chairs	District Wide	\$ 13,750
Tables/chairs/Lunch Tables	District Wide	\$ 15,000
Desk/chairs/tables/book case	District Wide	\$ 12,000
Desk/chairs/tables	District Wide	\$ 15,000
Desk/chairs/tables	District Wide	\$ 11,250
Desk/chairs/tables	District Wide	\$ 7,200
Desk/chairs/Tables	District Wide	\$ 10,000
Desk/Table/Stools	District Wide	\$ 8,000
Desk/Chairs	District Wide	\$ 10,000
Desk/chairs/Filing Cabinet	District Wide	\$ 15,000
Tables/chairs/Desk	District Wide	\$ 33,000
Desk/chairs/File cabinets/Tables	District Wide	\$ 8,000
Desk/ tables/ Chairs	District Wide	\$ 11,000
Chairs/tables	District Wide	\$ 13,000
Desk/ tables/ Chairs	District Wide	\$ 10,000
Desk/chairs/tables	District Wide	\$ 10,000
Desk/Book cases/cabinets/Chairs	District Wide	\$ 8,750
Desk/ tables/ Chairs	District Wide	\$ 6,250
Furniture	District Wide	\$ 8,000
Desk/ tables/ Chairs	District Wide	\$ 8,750
Desk/chairs/Tables	District Wide	\$ 12,500
Desk/chairs/tables	District Wide	\$ 11,500
Desk/chairs/tables	District Wide	\$ 13,800
Desk/chairs/tables	District Wide	\$ 11,200
Desk/chairs/tables	District Wide	\$ 2,625
Desk/chairs/tables	District Wide	\$ 10,000
Desk/chairs/tables	District Wide	\$ 10,200
Tables/Chairs	District Wide	\$ 9,000
Desk/Tables /Chairs	District Wide	\$ 5,225
<b><i>Total</i></b>		<b><i>\$ 320,000</i></b>

# Fiscal Year 2017 Capital Reserve Budget

(For information only as the dollar amounts and scope will vary as bidding conditions and District needs change)

## Maintenance

G9090/ This may need to be handed off to painting but... we would like to have the portable ramps recovered / surfaced and repaired before the next snow season... Time Available: 10/2/2014  
RAMPs DO NOT MEET CODE NEED TO BE COMPLETELY REPLACED.

903/B2020 Paint on window frames peeling and missing. Scrape, sand, prime and paint.

24/B3020 Skylights leak. Re-flash as required to stop leaks. Main east/west corridor

23/B2020 Seal is broken and windows are fogging over. Remove and install new insulated glazing.  
MAIN ENTRANCE AND LIBRARY

F1020 Bring stage into ADA compliance

582/J1010 No ADA access to stage/platform. Install ADA compliant lift.

243/J101004 Platform is not ADA accessible. Install ADA lift. Room 405

D5090 Seal elevator pit to make it waterproof.

G4020 Need to add and or replace parking lot lights. O&M indicates the underground wiring needs to be replaced.

403/D5020 The high bay fixtures use older, energy inefficient ballasts and HID lamps. Replace with energy efficient high bay T-8 fixtures with electronic ballasts to reduce operating costs.

245/D502002 "The electrical service to the concession stand is undersized and in poor condition. Replace electrical service." "Concession Stand (1) 400 Amp Panel Board, (6) electric heaters, (20) outlets, (12) light fix

244/D501001 "The panel boards are outside and mounted on a plywood board that is starting to deteriorate. Replace plywood with metal rails and rack."

G4020 Okay so its not the play pad in general but the back side of the school No lighting and very hard to see 155702 has been Declined. So if dogs come from the dark side of play pad you can see them and it's happened. So would like some type of lighting to ma

G9090 Soccer field work and replace goals.

G3010/ Install/construct new irrigation pump station, current station is at the end of its useful life.

795/G2040 The existing play area surface is pea gravel. This surface tends to flow out of the play area boundary and is not ADA compliant. Remove pea gravel and replace with ADA compliant wood chips.

66/G2030 Some sections of sidewalk are cracked, broken or missing This may cause a trip hazard. Remove old sidewalk and replace with new concrete.

2037/G2020 Existing curb has some areas that are severely cracked or broken. Remove and replace as needed.

103/G2020 Parking lots have good base but lots of cracks and alligatoring asphalt. Overlay with two inches of new asphalt then re-stripe as required.

**\*\*SOME SPOTS NEED IMMEDIATE PATCHING NEED 50K\*\***

D3050 Cover outside air intake of AHU 4 to shield intake from sunlight.

handlers for the gym/wrestling area and the auditorium. Replace Air Handlers" Roof and

126/D304009 "Most of the air handlers have been recently replaced with the exception of RTU-17 & 18. Replace RTU-17 & 18"

303/D302003 The boiler does not have adequate access for servicing. Replace boiler with modular system that fits space. Room 720 O&M indicates boiler just needs to be re positioned in current location

304/D303008 The chilled water supply only has one pump. Design standards use two pumps. Install second pump and controls. Room 740

78/D201009 "The drinking fountains do not have water fill stations. Replace with fountains with water fill stations."

39/D201009 "The drinking fountains do not have water fill stations. Replace with fountains with water fill stations."

29/D201009 "The drinking fountains do not have water fill stations. Replace with fountains with water fill stations."

fountain with a unit that has a water bottle fill station."

1911/D2010 Replace gym drinking fountain

185/D201003 "The drinking fountains do not have water bottle fill stations. Replace one drinking fountain with a unit that has a water bottle fill station."

1838/D2010 Replace drinking fountains one with water bottle fill.

1831/D2010 Install ADA drinking fountain. Replace with water bottle filler

Proposed Location	Approximate costs. Amounts will change.
Skyline High School	\$ 70,000
Main Street School	\$ 55,000
Westview Middle School	\$ 5,000
Westview Middle School	\$ 18,000
Mead Elementary	\$ 20,000
Mountain View Elementary	\$ 15,022
Mead Middle School	\$ 13,240
Niwot High School	\$ 55,000
Career Development Center	\$ 76,438
Prairie Ridge Elementary	\$ 41,902
Silver Creek High School	\$ 35,000
Silver Creek High School	\$ 30,000
Mead Elementary	\$ 12,000
Silver Creek High School	\$ 15,000
Niwot High School	\$ 110,000
Fall River Elementary	\$ 50,000
Longmont High School	\$ 25,000
Trail Ridge Middle School	\$ 5,000
Erie High School	\$ 100,000
Sanborn Elementary	\$ 5,000
Skyline High School	\$ 245,994
Lyons Middle/High School	\$ 119,569
Niwot High School	\$ 20,000
Niwot High School	\$ 26,342
Longs Peak Middle School	\$ 7,009
Longmont High School	\$ 7,009
Longmont Estates Elementary	\$ 7,009
Altona Middle School	\$ 1,991
Northridge Elementary	\$ 5,000
Trail Ridge Middle School	\$ 1,877
Thunder Valley K-8	\$ 6,956
Erie Elementary	\$ 3,644

(Continued)



## Fiscal Year 2017 Capital Reserve Budget

(For information only as the dollar amounts and scope will vary as bidding conditions and District needs change)

### ***Maintenance Continued***

	Proposed Location	Approximate costs. Amounts will change.
148/D201009 "The drinking fountains do not have water fill stations. Replace with fountains with water fill stations."	Niwot Elementary	\$ 7,009
118/D201003 "The drinking fountain does not have a water bottle fill station. Replace with unit that has a water bottle fill station."	Legacy Elementary	\$ 3,754
D2030 FMR/Art room 133-Request for 3 or 4 more sinks in the art room at Lyons Middle-Senior. Per principal Mr. Winger he would like this marked high priority.	Lyons Middle/High School	\$ 20,000
128/D201003 The drinking fountain does not have a water bottle fill station. Install water bottle fill station. Main Corridor	Burlington Elementary	\$ 3,754
water bottle fill station. Replace one unit with a water bottle fill station. Corridors	Columbine Elementary	\$ 3,754
27/D201003 There is no water bottle fill station in the school. Remove drinking fountain in cafeteria and replace with ADA unit that has a water bottle fill station.	Hygiene Elementary	\$ 5,000
213/D201003 There are no water bottle fill stations on the drinking fountains. Install water bottle fill station.	Rocky Mountain Elementary	\$ 3,644
190/D201003 There is no water bottle fill station on the drinking fountain. Install water bottle fill station.	Spark Discovery Preschool	\$ 3,644
169/D201003 There are no water bottle fill stations in the school. Add water bottle fill stations to existing drinking fountains. Corridors	Timberline PK-8	\$ 5,630
289/D503007 The building does not have a security camera system. Install exterior cameras and recording device. Building Exterior	Clover Basin	\$ 100,000
Install Cameras	East Bus	\$ 100,000
Insulated Bucket Truck	Maintenance	\$ 150,000
New Skidster	Maintenance	\$ 60,000
CAP Project Design fees	District Wide	\$ 125,000
New Kobata	Maintenance	\$ 20,000
Repair Multiple locker throughout district	District Wide	\$ 125,000
<b><i>Total</i></b>		<b><i>\$ 1,945,188</i></b>

### ***Growth***

	Proposed Location	Estimated costs
Costs to provide assistance for growth. Includes simple remodel, furniture, painting, etc.	District Wide	\$ 128,000
<b><i>Total</i></b>		<b><i>\$ 128,000</i></b>

### ***Portable Classrooms***

	Proposed Location	Estimated costs
Costs to move 7 portable classrooms with new electric, gas and furniture	District Wide	\$ 647,338
<b><i>Total</i></b>		<b><i>\$ 647,338</i></b>

### ***Regulatory Compliance***

	Proposed Location	Estimated costs
Includes responses to regulatory issues like fire alarms, ADA, building codes and safety issues	District Wide	\$ 257,974
<b><i>Total</i></b>		<b><i>\$ 257,974</i></b>

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract – Specialized Education of Colorado, Inc. (SECO)

RECOMMENDATION

That the Board of Education approve the service agreement with Specialized Education of Colorado, Inc. (SECO) to provide in-district special education programs and staffing to students placed by the District and authorize Greg Fieth, Chief Financial Officer, to execute all necessary contract documents in accordance with Board of Education policy. The District intends to establish an initial one-year contract with firm pricing (estimated not-to-exceed \$400,000 based on student enrollment for 2016-17) to include an additional two- or three-year renewal option based on performance and negotiated pricing with the District.

BACKGROUND

During the school year, the Executive Director of Student Services researched organizations to provide a special education program in-district to selected SVVSD students. SECO would provide administration, highly qualified staff and a proprietary program in-district that features intensive academic instruction and a unique behavior management system for students with emotional disabilities and/or other disabilities. The program provides each student with individualized interventions required to succeed academically, socially and behaviorally. The program initially consists of two classrooms but will expand by one classroom per year for each of the next three years on commencement of each renewal term. The program will be staffed and equipped to serve at least ten students in each classroom but will not be required to operate unless the program has enrollment of eight students in each classroom.

SECO will staff each classroom with a special education teacher and two instructional assistants. SECO will be responsible to comply with all applicable federal, state, and local laws, rules and regulations in relation to the special education services provided for students participating in the program, as well as all policies and procedures of SVVSD Board of Education.

The District will be responsible to identify classroom locations, recommend placement of students in the program, transport students to/from the program, appropriate food services for all students participating in the program, and maintenance and janitorial services for the classrooms.

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Town of Mead Urban Renewal Authority (MURA)  
Intergovernmental Agreement

RECOMMENDATION

That the Board of Education approve the Intergovernmental Agreement between the Town of Mead Urban Renewal Authority and the St. Vrain Valley School District to ensure the 2008 and 2012 mill levy overrides, bond redemption mills, and all future local school election revenue will be protected from the Tax Increment Financing (TIF) of the MURA in the undeveloped real property classified as agricultural land.

BACKGROUND

District staff has worked with the Town of Mead and legal counsel to develop the Agreement to protect the District from some of the negative impacts of Urban Renewal Authorities on school funding. The Mead Town Board approved this Agreement on May 2, 2016, and is awaiting District approval.

Terry Schueler will be available for questions.

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE  
SHARING  
BY AND BETWEEN  
THE TOWN OF MEAD URBAN RENEWAL AUTHORITY  
AND  
ST. VRAIN VALLEY SCHOOL DISTRICT**

This Intergovernmental Agreement (“**Agreement**”), is entered into effective as of the 2<sup>nd</sup> day of May, 2016 (the “**Effective Date**”), by and between the **TOWN OF MEAD URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**MURA**”), whose address is 441 Third Street, P.O. Box 626, Mead, Colorado 80542, and the **ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado (the “**School District**”), whose address is 395 So. Pratt Parkway, ATTN: Chief Financial Officer, Longmont, CO 80501.

(MURA and the School District may be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**”)

**RECITALS**

A. MURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “**Act**”).

B. The Board of Trustees (the “**Town Board**”) for the Town of Mead (the “**Town**”) approved the creation of MURA on March 28, 2016 and, at that time, designated the Town Board as the MURA Board of Commissioners (the “**Commissioners**”).

C. The School District is a public body corporate and political subdivision of the State of Colorado. The School District’s boundaries overlap MURA’s jurisdictional boundaries such that the School District has the authority to impose a mill levy within MURA’s jurisdictional boundaries.

D. On May 2<sup>nd</sup>, 2016 the Town Board will consider Resolution No. 22-R-2016 approving the Urban Renewal Plan for the Mead Urban Renewal Plan (the “**Plan**”), which, in addition to creating the Mead Urban Renewal Area, designates a sub-area within the Mead Urban Renewal Area within which tax increment shall be authorized (“**TIF Area**”) for the purposes authorized in the Act, including utilizing tax increment financing (“**TIF Financing**”), as contemplated by C.R.S. § 31-25-107(9)(a). The TIF Area currently includes the parcels more particularly described in **Exhibit A** and as depicted in **Exhibit B** both attached hereto and incorporated herein.

E. The Act provides that taxes levied after the effective date of the approval of an urban renewal plan upon taxable real property in the area described in such urban renewal plan shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues shall be allocated

to and paid into a special fund of the applicable urban renewal authority, as more particularly described in the Act.

F. Pursuant to the Urban Renewal Plan, taxes levied after the effective date of the Town Board's approval of the Urban Renewal Plan on taxable real property located within the TIF Area, as it currently exists or hereafter as it may be modified by expansion, shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Urban Renewal Plan and that a portion of said property tax revenues (the "**TIF Revenue**") shall be allocated to and paid into a special fund of MURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing an urban renewal project or to make payments in accordance with an agreement executed pursuant to C.R.S. § 31-25-107(11).

G. MURA and the School District recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on taxable real property within the boundaries of the School District without an agreement concerning the sharing of TIF Revenue may hinder (a) the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the Urban Renewal Plan Area, and (b) the School District's ability to provide its educational services and facilities to its constituents.

H. The Parties acknowledge that the eligible electors of the School District did approve in November 2008 and 2012, and may in the future approve the levy of additional mills by the School District for its operations by way of a School District Mill Levy Override (i.e., additional local revenues in excess of the School District's total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act) ("**Mill Levy Overrides**").

I. The Parties further acknowledge that the eligible electors of the School District have also approved the levy of additional mills by the School District for the servicing of the District's issued bonded indebtedness, and may in the future approve the issuance of additional bonded indebtedness, the debt service of which is financed by additional mills. For purposes hereof, the debt service mill levies may include indebtedness incurred as a result of the refunding of any School District debt, now or in the future. Collectively, such debt service levies are referred to herein as "**Debt Service Mill Levies**."

J. Therefore, MURA and the School District desire to enter into this Agreement to provide for the transfer to the School District of certain portions of the TIF Revenue. The School District shall be entitled to receive all of the TIF Revenue generated by the imposition of its mill levies (Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any) if and when received by MURA, as a result of the imposition of the Urban Renewal Plan and the collection of the TIF Revenue from the TIF Area as set forth in this Agreement, except for that TIF Revenue that is generated by the mill levy established by the Colorado Public School Finance Act, Sec. 22-54-106., C.R.S., (total program). As of the date of this Agreement, the School District's total program mill levy within the TIF Area is **24.995 mills** (the School District's "**Total Program Mill Levy Increment**").

K. The Parties agree that this division of TIF Revenue and MURA's retention of only the Total Program Mill Levy Increment from such TIF Revenue does not hinder or substantially interfere with the effectuation of the Urban Renewal Plan and the planned urban renewal projects to be located within the Urban Renewal Plan Area, and does not substantially diminish the School District's ability to provide its educational services and facilities to its constituents.

L. In consideration therefore, the School District expressly consents to the formation of the Mead Urban Renewal Area.

M. MURA and the School District are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and between the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. TIF Revenue Sharing.

(a) The TIF Area currently consists of undeveloped real property classified as agricultural land. Once developed and reclassified, the TIF Revenue from the TIF Area that is the difference between the assessed value of the real property with ground improvements (e.g. utilities such as sewer) and the assessed value of the real property with improvements to the land (e.g. buildings and structures) shall be retained by MURA for use for Public Improvements (as hereinafter defined), except as provided herein.

(b) Notwithstanding the provisions of paragraph 2(a) herein, and after deducting its Administrative Fee, MURA agrees to transfer to the School District all of the property tax TIF Revenues calculated, raised, produced, allocated, and transferred to MURA as a result of the levy by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, now and in the future, upon taxable property within the Urban Renewal Plan TIF Area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado for the purposes of compensating the School District for the services it will provide to the Tax Increment Area and for the capital facilities it has constructed, or will construct, for servicing, in whole or in part, students in the Mead area. MURA's obligation to transfer to the School District its designated portion of the TIF Revenues generated by the School District's Mill Levy Overrides and Debt Service Mill Levies, plus annual abatement levies, if any, as described in this Section 2 shall be referred to herein as the "**Transfer Obligation.**"

(c) All revenues from the District's Total Program Mill Levy Increment as described in paragraph J, above, shall remain with MURA to be utilized by it pursuant to its Plan, applicable state law, and MURA Board action, and shall not be subject to MURA's Transfer Obligation.

(d) An administrative fee equal to one percent (1%) of the TIF Revenue as determined on an annual basis shall be retained by MURA (the “**Administrative Fee**”). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, MURA shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with MURA’s obligations under this Agreement including, but not limited to, the collection, enforcement, disbursement, and administrative fees and costs related to TIF Revenue and the TIF Area. The Administrative Fee shall be deducted annually from the payments made to the District pursuant to the Transfer Obligation.

3. Agreement Confined to Specified Revenue. This Agreement applies only to TIF Revenue derived from imposition of real property taxes (land and improvements to land) in the TIF Area, if any, that is calculated, produced, allocated and transferred to MURA in accordance with C.R.S. § 31-25-107(9)(a)(II) and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of MURA. The School District agrees and acknowledges that the School District is not entitled to and expressly disclaims any and all right, title or interest in and to any other taxes or revenues collected by MURA, including, without limitation, any personal property tax, sales tax, or private improvement fees.

4. Consent. The School District expressly waives and agrees not to object to: (a) the Town’s or the Commissioners’ approval of the Urban Renewal Plan, including, without limitation, its approval of the use of TIF Financing and collection of TIF Revenue, and (b) MURA’s imposition of any personal property tax, sales tax, private improvement fees or other fees in connection with the Urban Renewal Plan or Urban Renewal Plan Area. This Agreement applies only to the TIF Area as designated in the Plan.

5. Subordination. By written consent of the School District, as evidenced by a future resolution or resolutions approved by the Board of Directors of the School District, the Transfer Obligation may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, any urban renewal project specified in the Urban Renewal Plan.

6. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of third parties; litigation concerning the validity of this Agreement or relating to transactions contemplated hereby; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of MURA to transfer to the School District revenues as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer the total amount of the effected revenues that have been received by MURA that is then in the account, as determined according to the provisions of this Agreement.



7. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of MURA and the School District. In addition, in the event of termination of the Urban Renewal Plan, including, without limitation, the provisions of such plan authorizing TIF Financing, MURA may terminate this Agreement by delivering written notice to the School District. MURA may also terminate this Agreement by delivering written notice to the School District if the School District no longer provides any services within the Town. The Parties further agree that in the event legislation is adopted after the Effective Date of this Agreement that invalidates or materially or adversely affects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

8. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

10. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

12. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the Parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

13. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

14. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

16. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

17. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

18. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

If to MURA:

Town of Mead Urban Renewal Authority  
Attention: Town Manager  
P.O. Box 626  
Mead, Colorado 80542  
Telephone: 970.535.4477  
Facsimile: 970.535.0831  
Email: Msegrest@townofmead.org

with a copy to:

White Bear Ankle Tanaka & Waldron, PC  
Attention: Robert Rogers, Esq.  
2154 East Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Telephone: 303.858.1800

Facsimile: 303.858.1801  
Email: rrogers@wbapc.com

If to the School District:

St. Vrain Valley School District  
Attn: Chief Financial Officer  
395 So. Pratt Parkway  
Longmont, CO 80501

with a copy to:

Lyons Gaddis Kahn Hall Jeffers Dworak & Grant, PC  
Attn: Blair Dickhoner, Esq.  
PO Box 978  
515 Kimbark Street, 2nd Floor  
Longmont, CO 80502-0978  
Telephone: 303.776.9900  
Facsimile: 303.776.9100  
Email: bdickhoner@lgkhlaw.com

19. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

21. Waiver. Pursuant to C.R.S. §31-25-107(11), the School District agrees to waive all provisions of Part 1 of the Act that provide for notice to the School District, require any filing with or by the School District, require or permit consent from the School District, or provide for any enforcement right to the School District.

*[Remainder of this page is left intentionally blank]*

IN WITNESS WHEREOF, MURA and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

**ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**, a political subdivision of the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_ ,

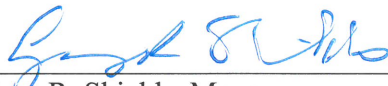
**TOWN OF MEAD URBAN RENEWAL AUTHORITY**, body corporate and politic of the State of Colorado

By:   
Chairman, Board of Commissioners


ATTEST:

By: 

**TOWN OF MEAD**, Colorado

Acknowledged By:   
Gary R. Shields, Mayor

ATTEST:

By: 

## MEMORANDUM

DATE: May 11, 2016  
TO: Board of Education  
FROM: Robert J. Smith, President, Board of Education  
SUBJECT: Approval of Special Committee Findings Regarding Formal Parent Complaint

RECOMMENDATION

That the Board of Education deny the requested relief and take no further action.

BACKGROUND

A special committee made up of two Board members, and assisted by District legal counsel, convened to review a formal parent complaint. The committee reviewed all pertinent information and determined that both Board policy and state statute were followed in this incident.

The committee determined that no further action is needed.

## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Review, Firestone Central Park Elementary School Site and Oil Well Proximity

PURPOSE

To provide the Board of Education with land and school facility building placement options with oil and gas well impacts at the Firestone Central Park school site.

BACKGROUND

In 2013, changes were made to oil and gas well setbacks from 500 feet to 1,000 feet. This new ruling was designed to prevent oil well drilling operations within 1,000 feet from a school facility. Staff is reviewing proposed school sites influenced by the well setback rulings. Present regulations do not prevent districts from constructing school facilities within the 500 to 1,000 foot setbacks.

Design teams have been working to develop future building projects on the proposed 14 acre site located in Firestone, Colorado, at the Central Park area. Presently, oil wells exist approximately 600 feet from the proposed location of a future building. The attached documents provide a proximity diagram as well as a site map and a briefing on the property that includes proposed costs, risks and legal input. This first review is designed to inform the Board and the public of future building placement. This review will be followed by a final action request in two weeks at the regularly scheduled board meeting on May 25, 2016.



## Future Land Sites - Firestone Central Park Elementary Site

First Review Date      5/11/2016      Second Review Date      5/25/2016

Proposed Use      Elementary School

Location (attach vicinity map)      Firestone Central Park, S of Sable Blvd, E of Colorado Blvd.

Description      14 acre lot, near library in Firestone Central Park

Impact of gas/oil wells - distance, noise, etc. (attach site map showing radii)  
Surrounded by wells, but not closer than 500 ft.

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### Opinions

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Board of Education

Legal

As we discussed with the Board: the setbacks are established for the oil/gas industry when it is building or drilling new wells. The regs do not serve as a legal limitation/prohibition on the District.

If the District intends to build on these sites and the facilities will be sited within the then applicable setback, then, like we discussed with the Board using the Boulder model, this District should:

As required by state law, refer the proposed site to the state geological survey.

1. Consult with the state Division of Fire Prevention and Control in the Dept of Public Safety as to schools near oil/gas wells.
2. Consult with local planning jurisdiction to determine if it has an urban mitigation area established.
3. Consult with the oil/gas production company and using the state's regs for mitigation, start negotiating a mitigation agreement as to who does what and who pays for what mitigation.
4. Consult with architect to determine if parking lots or open spaces can be located nearer the well to increase distance to the facility itself.
5. Make sure you are making an adequate "record" of concerns, mitigation inquiries, inquiries as to best practices and safety concerns etc. etc.

Public

First review is May 11, 2016 with the final review and approval scheduled for May 25, 2016



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### Cost

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Financial	The district does not own this property but the Town of Firestone plans to dedicate the property to the district without cost.	Political	The Town of Firestone would like this to be the location of the new elementary school planned for in the proposed 2016 bond.
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### District Position

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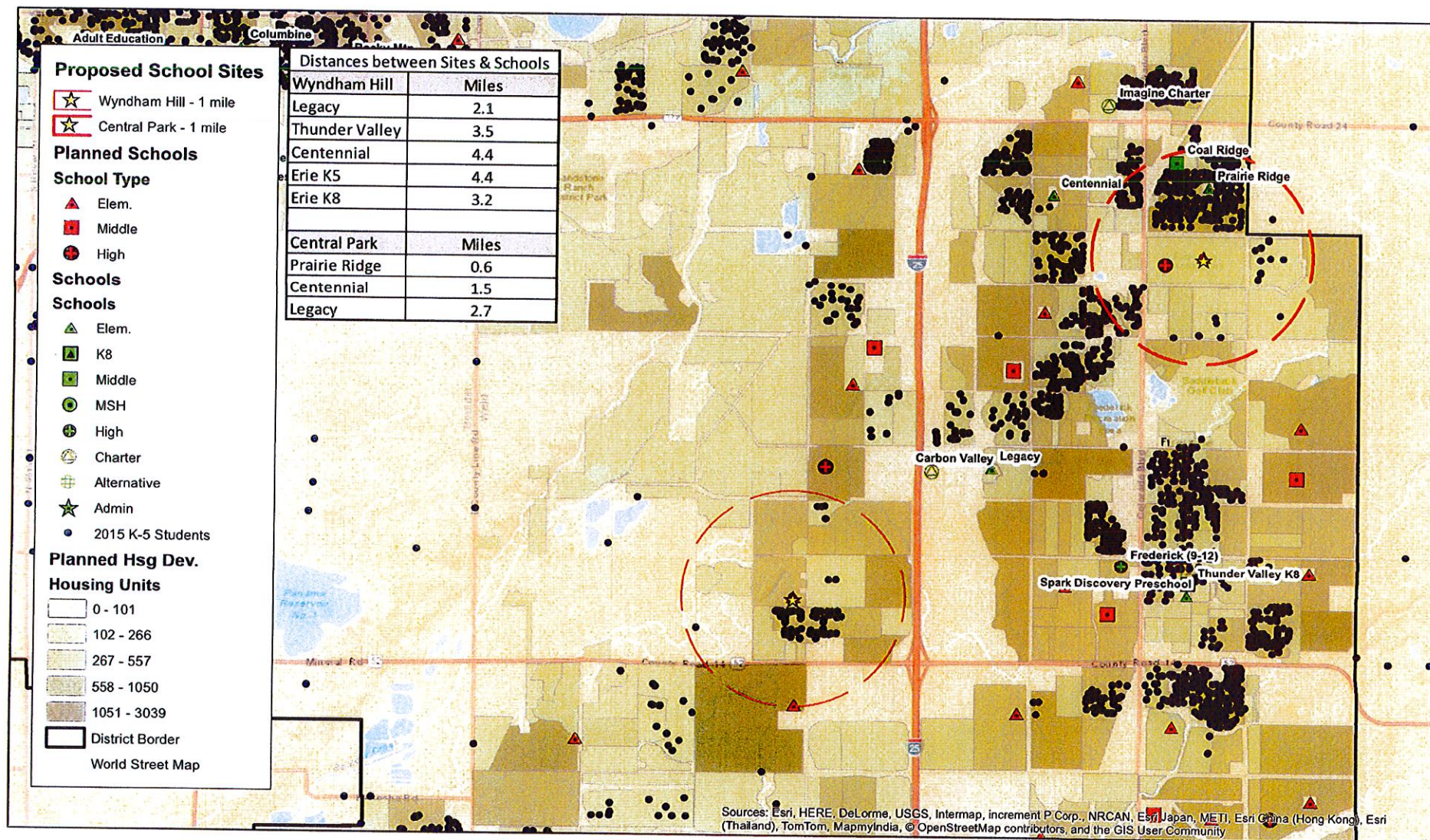
#### ***Pros***

Flat rectangular land shape. Could create a site that DOES meet the 500' well setback
Center of population encourages walking in.
Utilities near
Site is surrounded by public park or public uses. Site also includes future 60 acre high school
No undermining. Appears to have good soils minimal expansiveness.
Traffic light on intersection is installed
Street network exists
Proximate to SVVSD and other facilities (PRES, CRMS, Centennial and Carbon Valley Library)
Adjacent land uses (residential, public) are compatible with the ES site.
Zoning (public) is appropriate for ES site

#### ***Cons***

Wells: property does not meet the 1,000' set back.
No designated or described site - time to approval/platting my impact constuction schedule
Proximity to Prairie Ridge (<1 mile)
Property is not dedicated. Conveyance procedure to District is unclear
Depending on specific location, road construction will be required.
Master planning of site will need to be coordinated with library and proposed High School site.
Site utilities will need to be developed to loop City water mains







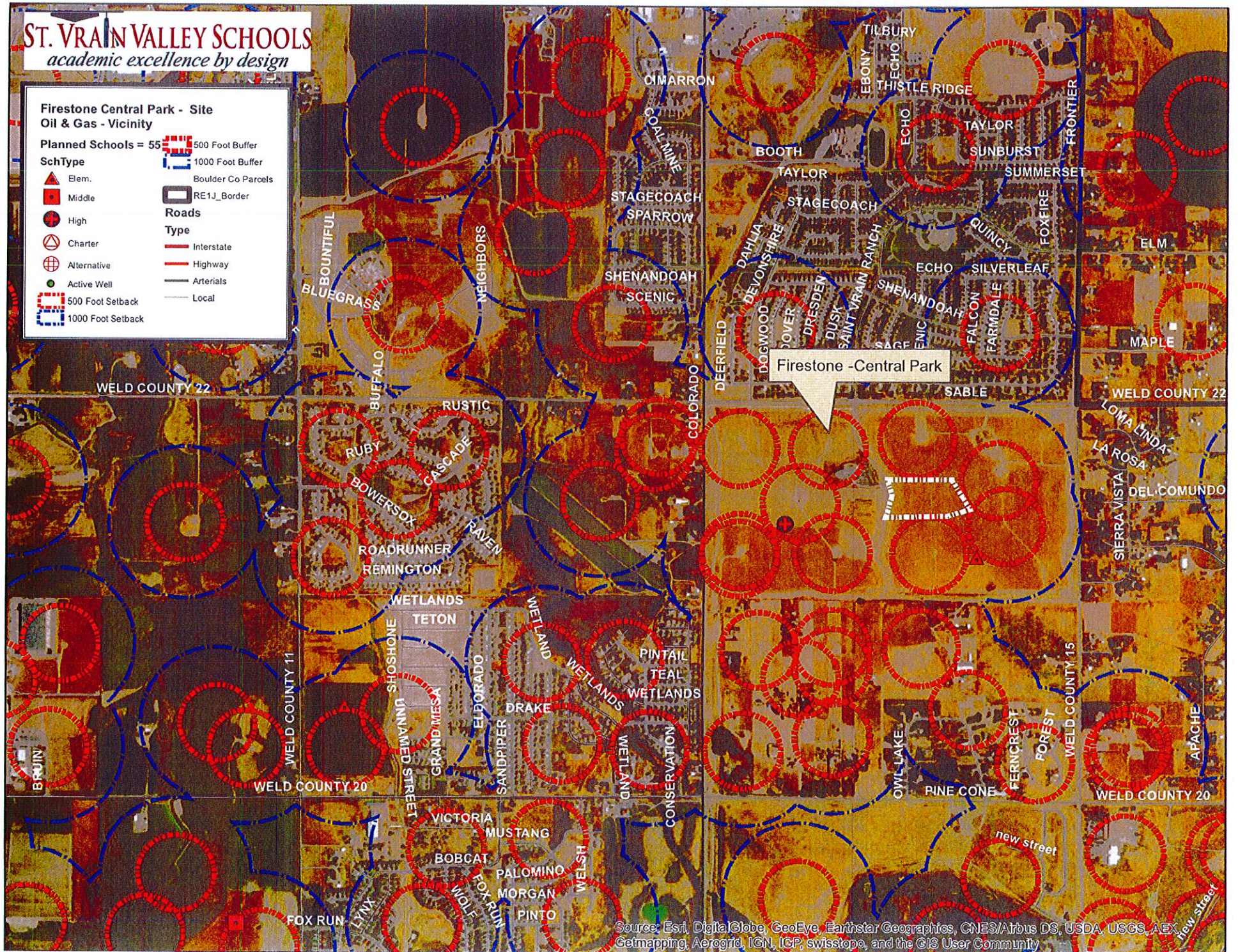
# ST. VRAIN VALLEY SCHOOLS

*academic excellence by design*

Firestone Central Park - Site  
Oil & Gas - Vicinity

Planned Schools = 55

- |   |  |
|---|--|
|  500 Foot Buffer   |  1000 Foot Buffer   |
|  Elem.             |  Boulder Co Parcels |
|  Middle            |  RE1J_Border        |
|  High              | <b>Roads</b>   |
|  Charter           | <b>Type</b>  |
|  Alternative       |  Interstate         |
|  Active Well       |  Highway            |
|  500 Foot Setback  |  Arterials          |
|  1000 Foot Setback |  Local              |



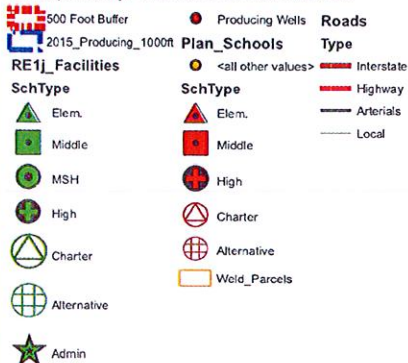
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, ICP, swisstopo, and the GIS User Community



# ST. VRAIN VALLEY SCHOOLS

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## Oil Impact Map - Firestone Central Park - K5



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



## MEMORANDUM

DATE: May 11, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Review, Wyndham Hill Elementary School Site and Oil Well Proximity

PURPOSE

To provide the Board of Education with land and school facility building placement options with oil and gas well impacts at the Wyndham Hill elementary school site.

BACKGROUND

In 2013, changes were made to oil and gas well setbacks from 500 feet to 1,000 feet. This new ruling was designed to prevent oil well drilling operations within 1,000 feet of a school facility. Staff is reviewing proposed school sites influenced by the well setback rulings. Present regulations do not prevent districts from constructing school facilities within the 500 to 1,000 foot setbacks.

Design teams have been working to develop future building projects on the considered 10-acre site. Presently, an oil well exists approximately 900 feet from the proposed location of a future building. The attached documents provide a proximity diagram as well as a site map and a briefing on the property that includes proposed costs, risks and legal input. This first review is designed to inform the Board and the public of future building placement. This review will be followed by a final action request in two weeks at the regularly scheduled board meeting on May 25, 2016.

## Future Land Sites - Wyndham Hill Neighborhood

First Review Date      5/11/2016      Second Review Date      5/25/2016

Proposed Use      Elementary School

Location (attach vicinity map)      Wyndham Hill neighborhood

Description      10 acre site west of I-25

Impact of gas/oil wells - distance, noise, etc. (attach site map showing radii)  
900 feet to the closest oil well

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### Opinions

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Board of Education

Legal

As we discussed with the Board: the setbacks are established for the oil/gas industry when it is building or drilling new. The regs do not serve as a legal limitation/prohibition on the District.

If the District intends to build on these sites and the facilities will be sited within the then applicable setback, then, like we discussed with the Board using the Boulder model, this District should:

As required by state law, refer the proposed site to the state geological survey.

1. Consult with the state Division of Fire Prevention and Control in the Dept of Public Safety as to schools near oil/gas wells.
2. Consult with local planning jurisdiction to determine if it has an urban mitigation area established.
3. Consult with the oil/gas production company and using the state's regs for mitigation, start negotiating a mitigation agreement as to who does what and who pays for what mitigation.
4. Consult with architect to determine if parking lots or open spaces can be located nearer the well to increase distance to the facility itself.
5. Make sure you are making an adequate "record" of concerns, mitigation inquiries, inquiries as to best practices and safety concerns etc. etc.

Public



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**Cost**

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Financial

This site is being  
dedicated to the  
District

Political

The Town of Frederick would like this to  
be the location of the elementary school  
proposed in the 2016 Bond Plan

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**District Position**

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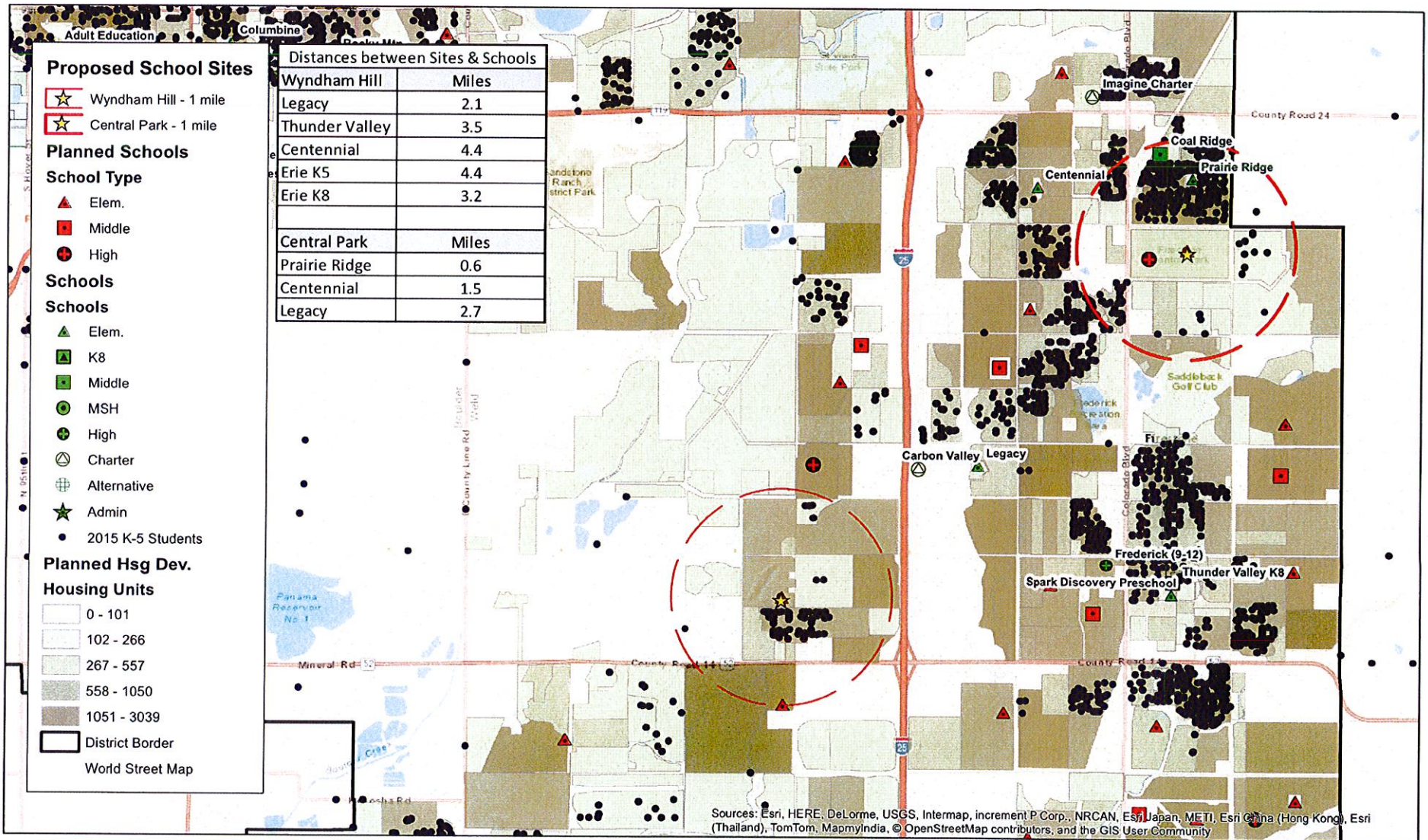
***Pros***

Flat rectangular land shape
Utilities nearby
Street network exists
Property meets the 500' well setback
Appears to have good soils, minimal expansiveness
Clear path to conveyance to the District
No undermining
Adjacent residential land use is compatible
Zoning (public) is appropriate for ES site
Meets minimum size standards (+/- 10 acres)

***Cons***

Wells: Building site location is within 1000' of a well
Location could be considered a con until sufficient development occurs nearer the proposed school.
Gas line easement bisecting the property will need to be vacated.
May have to cover the cost of constructon for access road and street extension until adjacent land develops







# ST. VRAIN VALLEY SCHOOLS

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Wyndham Site  
Oil & Gas - Vicinity

Planned Schools = 55

SchType

▲ Elem.

■ Middle

● High

○ Charter

⊕ Alternative

● Active Well

500 Foot Setback

1000 Foot Setback

500 Foot Buffer

1000 Foot Buffer

Boulder Co Parcels

RE1J\_Border

Roads

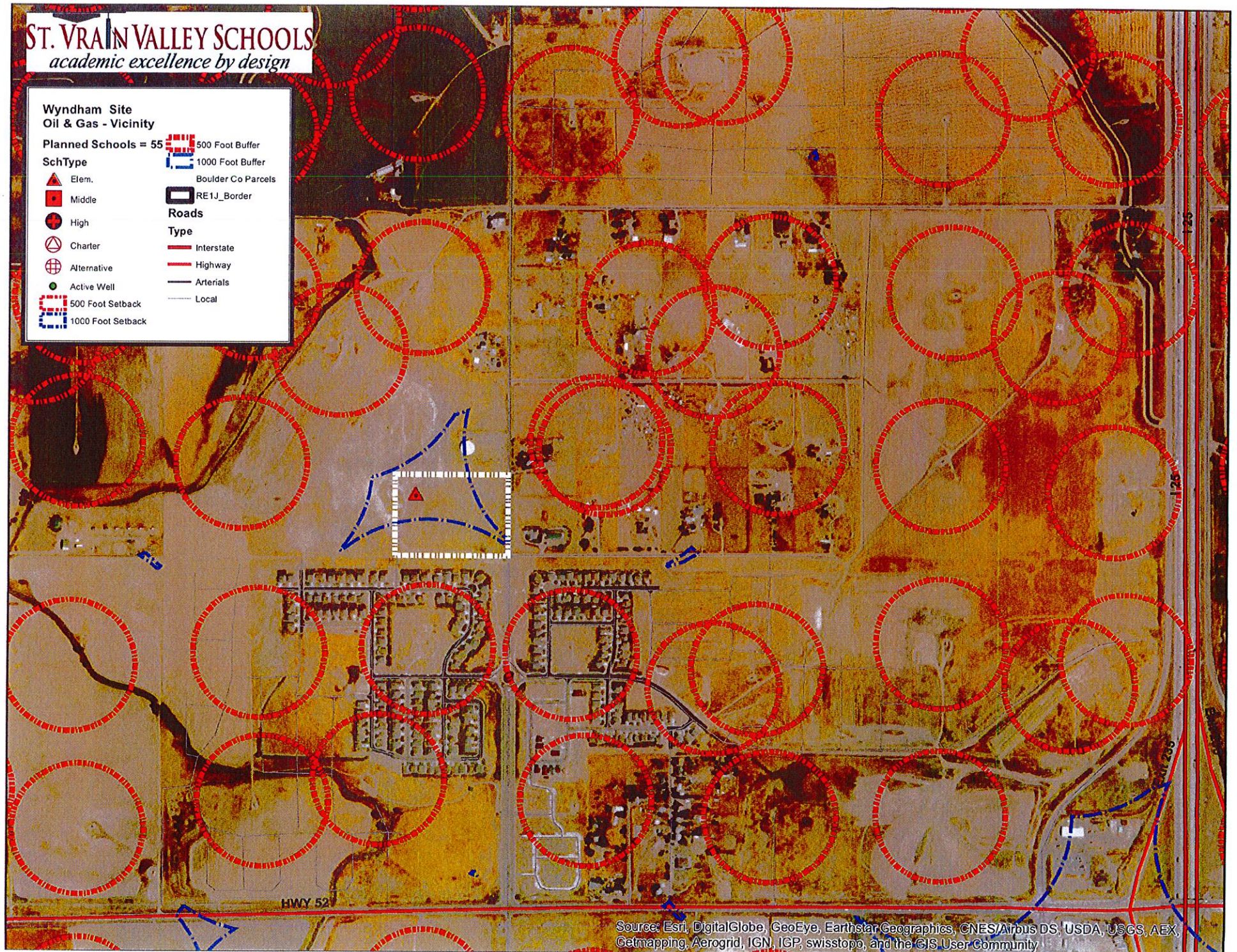
Type

Interstate

Highway

Arterials

Local



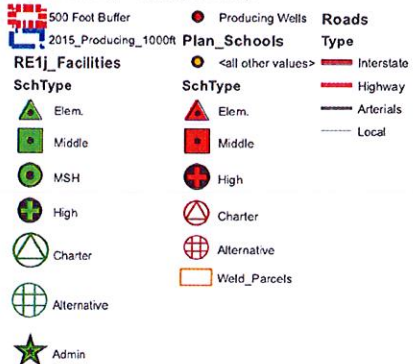
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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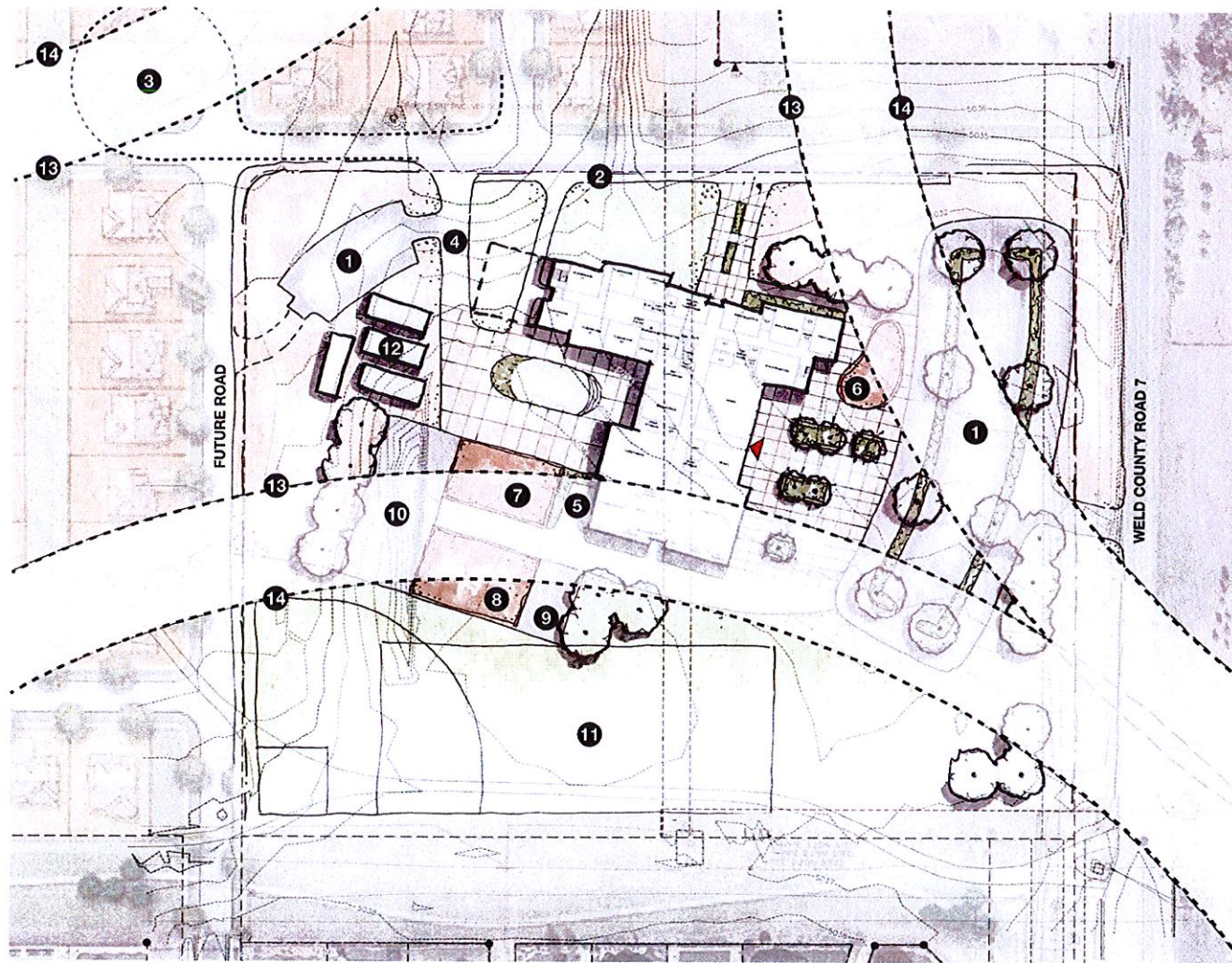
## Wyndham Hill - Oil Impact Map



School Site - 10ac  
Boundary approx

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

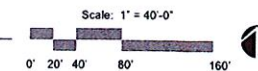




## LEGEND

- ◀ MAIN ENTRY
- 1. PARKING LOT AND PARENT DROP-OFF (85 SPACES TOTAL)
- 2. BUS LOADING (8 BUSES)
- 3. TEMPORARY TRAFFIC CIRCLE FOR BUS TURN-AROUND
- 4. FIRE ACCESS / PLAZA
- 5. SERVICE AREA AT KITCHEN AND BUILDING SERVICES
- 6. PRE-K / KINDERGARTEN PLAY AREA
- 7. PRIMARY (GRADES 1-2) PLAY AREA
- 8. INTERMEDIATE (GRADES 3-5) PLAY AREA
- 9. PRIMARY (GRADES 1-2) HARD SURFACE PLAY AREA
- 10. INTERMEDIATE (GRADES 3-5) HARD SURFACE PLAY AREA
- 11. ATHLETIC FIELDS (SOFTBALL AND MULTI-PURPOSE FIELD)
- 12. TEMPORARY CLASSROOM AREA (4 TOTAL)
- 13. 1000' WELL HEAD OFFSET
- 14. 900' WELL HEAD OFFSET
- TURF (TYP)
- NATIVE SEED MIX (TYP)

SITE PLAN



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