#### NOTICE OF REGULAR MEETING AND AGENDA



## **September 12, 2018**

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, Asst Secretary Dr. Richard Martyr, Member Paula Peairs, Treasurer Karen Ragland, Member Joie Siegrist, Vice President Amory Siscoe, Secretary Robert J. Smith, President

### 1. CALL TO ORDER:

6:00 pm Regular Business Meeting

- 2. ADDENDUMS/CHANGES TO THE AGENDA:
- 3. AUDIENCE PARTICIPATION:
- 4. VISITORS:
  - 1. United Power
- 5. SUPERINTENDENT UPDATE:
- 6. REPORTS:
- 7. CONSENT ITEMS:
  - Approval: Staff Terminations/Leaves
  - 2. Approval: Staff Appointments
  - 3. Approval: Approval of Minutes for the August 8, 2018 and the

August 22, 2018 Regular Meetings

4. Approval: Approval of License Agreement for Ditch Crossing with

Town of Erie

5. Approval: Approval of Change Order 1 to CMGC Contract for Main

Street Auditorium Remodel Project

## 8. ACTION ITEMS:

- 1. Recommendation: Adoption of Resolution to Support Amendment 73
- 2. Recommendation: Adoption of Resolution for the Sale of Bonds
- 3. Recommendation: Approval of Update of Vendors Providing

Purchased Services Over \$100,000

#### 9. DISCUSSION ITEMS:

1. Board Reports

#### 10. ADJOURNMENT:

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

Wednesday, September 19 6:00 – 8:00 pm Study Session-Sunset Middle

# Terminations/Leaves of Absence

	1	<u> </u>		NON-	1	I			<u> </u>
				FMLA					
				MEDIC					
EFFECTIVE	NAME	POSITION/LOCATION	FMLA			EXTENDED	RESIGNED	RETIRED	COMMENTS
	ADMINISTRATIVE/PROFESSION								
8/28/2018	Formby, Melissa	Specialist / Student Services	Х						
	LICENSED								
8/17/2018	Burley, Andrea	Teacher, Preschool / Fall River ES					Χ		
10/8/2018	Clanin, Dana	Teacher, Instrumental Music / Altona MS	Х						
8/8/2018	Dalby, Jennifer	Teacher, Grade 2 / Red Hawk ES	Х						
5/25/2018	Dierking, Tamara	Teacher, Special Ed / Trail Ridge MS					Χ		
8/24/2018	Escobedo, Miguel	Psychologist / Student Services		Х					
8/15/2018	Jaworski, Shawn	Teacher, Language Arts / Skyline HS	Х						
8/31/2018	Johnson, Jill	Teacher, Grade 2 / Columbine ES	Х						
8/14/2018	Lalaguna, Garrett	Teacher, Dramatic Arts / Skyline HS					Χ		
5/25/2018	McIntyre, Ashley	Teacher, Language Arts / Timberline PK-8					Х		
6/4/2018	Nelson, Islen	Social Worker / Student Services					Х		
8/15/2018	Pacheck, Justin	Counselor, Student Assistant Services					Х		
8/31/2018	Roome, Kristy	Psychologist / Student Services					Х		
	Ryan, Jeremy	Teacher, Special Ed / Main Street School					Х		
	Watkins, Kimberly	Teacher, Vocal Music / Altona MS	Х			Х			
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	CLASSIFIED								
6/7/2018	Ackerson Varela, Nicole	Bus Driver / Transportation					Х		
	Acosta, Shiree	Paraeducator, Instructional / Centennial ES					Х		
	Anderson, Mark R	Custodian / Erie MS					Х		
	Arritola, Maria	Custodian / Auxiliary Services					Х		
	Bartle, Joleen	Coordinator - Community Schools / Eagle Crest ES		Х					
8/6/2018	Benning, Kathy	Clerk, Attendance / Niwot ES	Х						
8/15/2018	Brigham, Carroll	Paraeducator, Preschool / Soaring Heights PK-8					Х		
	Brizuela Katon, Maria	Nutrition Services - Worker / Nutrition Services					Х		
8/20/2018	Carrera, Tracy	Nutrition Services - Worker / Thunder Valley K-8					Х		
5/24/2018	Ceus, Katherine	Paraeducator, SSN/Autism / Longmont HS					Χ		
6/11/2018	Coder, Brooke	Clerk, Attendance / Altona MS					Х		
5/15/2018	Cortave, Maricsa	Nutrition Services - Worker / Nutrition Services					Х		
8/15/2018	Davis, Billy	Custodian / Mead MS					Χ		
8/1/2018	DelaRosa-Vargas, Amanda	Clerk, Attendance / Sunset MS					Х		
5/24/2018	Garcia, Linda	Nutrition Services - Worker / Nutrition Services					Χ		
8/14/2018	Gonzales, Gilbert	Bus Driver / Transportation	Х						

# **Terminations/Leaves of Absence**

				NON- FMLA					
				MEDIC					
EFFECTIVE	NAME	POSITION/LOCATION	FMLA	AL	PERSONAL	EXTENDED	RESIGNED	RETIRED	COMMENTS
5/23/2018	Green, Kristen	Nutrition Services - Worker / Nutrition Services					Х		
8/16/2018	Ha, Lyen	Lab Technician / Rocky Mountain ES		Х					
8/17/2018	Hakes, Lori	Paraeducator, Non-Instructional / Rocky Mountain ES					Х		
8/13/2018	Hancock, Lisa	Behavior Coach / Main Street School					Х		
5/24/2018	Hanscome, Elizabeth	Paraeducator, Instructional / Northridge ES					Х		
	Harris, Tamara	Paraeducator, SSN/Autism / Mead MS					Х		
8/15/2018	Harter, Sarah	Coordinator - Nutrition Services / Nutrition Services					Х		
5/24/2018	Henderson, Alissa	Paraeducator, Special Education / Prairie Ridge ES					Х		
9/28/2018	Hill, Jerry	Parts Specialist / Operations and Maintenance						Х	6 years
7/31/2018	Hockett, Aric	Custodian - Head / Northridge ES							Administrative Recommendation
	Krausert, Sara	Group Leader, Child Care / Niwot ES					Х		Recommendation
5/25/2018		Clerk, Department / Learning Services						Х	21 Years
	Lingemann, Kelly	Paraeducator, Special Education / Sanborn ES		Х					21 10013
	Mally, Randy	Bus Driver / Transportation		X					
	Maloney, Kayla	Paraeducator, SSN/Autism / Skyline HS					Х		
	Marsolek, Jodi	Secretary, Principal / Coal Ridge MS	Х						
	Martinez, Christina	Secretary, School / Timberline PK-8	X						
	Means, Traci	Nutrition Services - Worker / Nutrition Services					Х		
	Medearis, Kileen	Paraeducator, Instructional / APEX Homeschool					Х		
	Mickey, Maurie	Paraeducator, Special Education / Columbine ES					Х		
	Nelsen, Denamarie	Paraeducator, SSN/Autism / Prairie Ridge ES					Х		
	Nelson, Duffy	Curriculum Specialist / Office of Professional Dev					Х		
	Ortiz Castaneda, Avelina	Nutrition Services - Worker / Nutrition Services					Х		
8/17/2018	Pacheco, Virginia	Paraeducator, Special Education / Columbine ES					Х		
	Platts, Debbie	Paraeducator, SE / Longs Peak MS		Х					
8/31/2018	Prahl, Susan	Office Manager/Supervisor / Community Facility Use						Х	21 years
6/11/2018	Reinhold, Karen	Accompanist / APEX Homeschool Program					Х		
5/24/2018	Roberts, Connie	Nutrition Services - Worker / Nutrition Services					Х		
8/31/2018	Roybal, Ernest	Custodian, Auxiliary Services					Х		
	Sidders, Diana	Bus Driver / Transportation						Х	12 Years
8/1/2018	Wallace, Timothy	Mechanic I - Fleet / Transportation	Х						
8/29/2018	Watson, Jesse	Groundskeeper / Operations & Maintenance	Х						
8/6/2018	Willert, Tyne	Manager, Kitchen / Black Rock ES	Х						
8/14/2018	Wilson, Rebecca	Nutrition Services - Worker / Longmont HS		Х					

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
	ADMINISTRATIVE/PROFI	ESSIONAL/TECHNICAL		X X X X X X X X X X X X X X X X X X X	
9/4/2018	Bleau, Katherine	Executive Admin Assistant	Human Resources		Х
8/2/2018	Spires, Theresa	Coordinator - Nutrition Services	Nutrition Services		Х
8/29/2018	Testa-Jewell, Julie	Architect / Project Manager	Operations & Maintenance		Х
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	LICENSED				
8/8/2018	Axcell, Caitlyn	Teacher, ESL	Grand View ES / Mead ES	Х	
	Biddy, Stacey	Teacher, Foreign Language	Trail Ridge MS		Х
	Bilger, Elena	Teacher, Kindergarten	Indian Peaks ES	Х	
	Bortscheller, Kaylee	Teacher, Grade 3	Indian Peaks ES		Х
	Bouchard, Jean	Speech/Language Pathologist	Student Services	Х	
	Capener, Anne	Teacher, Grade 2	Grand View ES		
	Caquelin, Ria	Teacher, Cosmetology	Career Technical Education		Х
	Coleman, Ashley	Teacher, Special Education	Eagle Crest ES		Х
	Cronkite, Tyler	Teacher, Grade 3	Sanborn ES		Х
	Crosby, Jannie	Teacher, Literacy	Erie ES		X
	Curtis, Tori	Teacher, Language Arts	Erie HS	Х	
	Donald, Cate	Teacher, Grade 5	Legacy ES		Х
	Eisen, Kirsten	Teacher, Grade 5	Soaring Heights PK-8	Х	
	Faller, Edward	Teacher, ESL	Frederick HS		Х
	Ferrara, Stacey	Teacher, Physical Education	Westview MS		Х
	Fitzpatrick, Jessica	Teacher, Special Education	Eagle Crest ES		Х
	Gilligan, Brad	Teacher, Math	Soaring Heights PK-8		
8/8/2018	Giveans, James	Teacher, Business	Longmont HS / CDC		Х
9/4/2018	Gunderson, Elizabeth	Teacher, Grade 1	Soaring Heights PK-8	Х	
	Hadlow, Brittany	Teacher, Grade 4	Soaring Heights PK-8	Х	
	Hall, Ryane	Teacher, Special Education	Prairie Ridge ES	Х	
8/8/2018	Hassin, Lisa	Psychologist	Student Assistant Services	Х	
8/8/2018	Havard, Brandon	Teacher, MTSS	Erie HS	Х	
8/8/2018	Hempe, lan	Teacher, Math	Mead HS		Х
8/8/2018	Higgins, Pauline	Teacher, Family and Consumer Science	Erie HS	Х	
	Jelly, Ashley	Teacher, Physical Education	Soaring Heights PK-8	Х	
	Kingston, Kimberly	Teacher, Special Education	Thunder Valley K-8		Х
	Leake, Megan	Teacher, Grade 1	Grand View ES	Х	
	Lee, Catrina	Teacher, Special Education	Main Street School		Х
	Macur, Sarah	Teacher, Social Studies	Longs Peak MS		Х
	Marino, David	Counselor	Erie HS	Х	
8/8/2018	McClure, Casey	Teacher, Social Studies	Erie HS	Х	
	McCullough, Erris	Teacher, ESL	Timberline PK-8	Х	
	Meining, Angela	Teacher, Special Education	Westview MS		Х
	Mueller, Megan	Teacher, Language Arts	Erie HS		Х
	Muniz, Rachel	Counselor	Erie MS & Westview MS		Х

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
8/8/2018	Munnelly, Laura	Teacher, Language Arts	Erie HS	Х	
8/8/2018	Neitenbach, Nicole	Teacher, Kindergarten	Red Hawk ES		Х
8/8/2018	Neylon, Heather	Teacher, Art	Erie HS		X
8/8/2018	Nicks, Regina	Teacher, Grade 3	Centennial ES		X
8/8/2018	O'Donnell-Wright, Barbara	Teacher, Grade 1	Red Hawk ES		Х
8/8/2018	Parker, Alexandrea	Social Worker	Student Assistant Services	Х	
8/5/2018	Polutchko, Stephanie	Teacher, Science	Erie HS	Х	
9/5/2018	Resch, Makyla	Teacher, Preschool	Niwot ES		Х
8/8/2018	Rhodes, Sarah	Teacher, ECSE	Spark PS		Х
8/8/2018	Rosebrock, JoAnn	Teacher, Art	Sunset MS		Х
8/23/2018	Rydlewski, Sharon	Teacher, Science	Soaring Heights PK-8	Х	
8/8/2018	Salaz, Amber	Teacher, Vocal Music	Grand View ES	Х	
8/9/2018	Salimeno, Ilia	Teacher, Kindergarten	Legacy ES		Х
8/8/2018	Sanders, Nicole	Teacher, Grade 2	Black Rock ES		Х
8/8/2018	Schneider, Alexandra	Teacher, Grade 4	Timberline PK-8		Х
8/8/2018	Schulz, Lindsay	Teacher, Art	Mountain View ES		
8/9/2018	Scott, Kathy	Teacher, Special Education	Longmont HS		Х
8/8/2018	Sharkan, Danielle	Teacher, ESL	Sanborn ES		Х
8/8/2018	Siclair, Ashley	Teacher, Grade 5	Sanborn ES		Х
8/8/2018	Simon, Jamie	Teacher, Kindergarten	Northridge ES		Х
8/8/2018	Smith, Megan	Teacher, Special Education	Soaring Heights PK-8	Х	
8/8/2018	Sobol, Elana	Teacher, Math	Longs Peak MS		Х
8/3/2018	Springstead, Michele	Registered Nurse	Student Assistant Services		Х
	Tienken, Angela	Teacher, Grade 1	Mead ES	Х	
8/8/2018	Topham, Katherine	Counselor	Erie MS		Х
8/8/2018	Vair-Grilley, Erin	Teacher, Math	Erie HS	Х	
8/8/2018	Waggoner, Jessica	Teacher, Grade 4	Alpine ES		Х
8/8/2018	Wall, Ashley	Teacher, Kindergarten	Sanborn ES		Х
8/8/2018	Warren, Rebecca	Teacher, Special Education	Trail Ridge MS		Х
8/8/2018	Wehmeyer, Jenifer	Teacher, Language Arts	Coal Ridge MS	Х	
8/8/2018	West, Kalyn	Teacher, Kindergarten	Erie ES		Х
8/8/2018	Wilson, Nicole	Teacher, Grade 3	Soaring Heights PK-8	Х	
			Olde Columbine HS/St. Vrain		
8/8/2018	Wright, Dallin	Teacher, Math and Science	Online Global	X	
	Zak, Thomas	Teacher, Special Education	Mead HS	<del>'</del>	Х
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	CLASSIFIED				
	Alves Fish, Maria Leni	Nutrition Services - Worker	Burlington ES	Х	
	Arndt, Brian	Lab Technician	Longmont HS	X	
	Arroyo, Lili	Secretary, School	Frederick HS	^	Х
	Bartleson, Sara	Bus Driver	Transportation		X

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
9/5/2018	Baxter III, Lewis	Campus Supervisor	Erie MS		Х
8/15/2018	Bennett, Cynthia	Paraeducator, Preschool	Eagle Crest ES		Х
8/13/2018	Berg, Ambrosia	Paraeducator, SSN/Autism	Silver Creek HS		Х
8/13/2018	Berger, Kristy	Paraeducator, Instructional	Blue Mountain Es	Х	
8/14/2018	Biddison, Troy	Bus Driver	Transportation		Х
8/1/2018	Bierman, Leslie	Registrar	Niwot HS		Х
7/30/2018	Black, Reginald	Custodian	Soaring Heights PK-8	Х	
8/15/2018	Blanks, Geraldine	Group Leader, Child Care	Niwot ES		Х
8/13/2018	Boyer, Emily	Paraeducator, Instructional	Legacy ES		Х
8/13/2018	Brigham, Carroll	Paraeducator, Preschool	Soaring Heights PK-8	Х	
8/28/2018	Campos, Luana	Technician - Accounting	Operations & Maintenance		Х
8/14/2018	Carmona Rodriguez, Jose	Campus Supervisor	Longs Peak MS		Х
8/15/2018	Carroll, Diana	Crossing Guard	Red Hawk ES	Х	
8/16/2018	Catrambone, Margaret	Paraeducator, SSN/Autism	Silver Creek HS		Х
9/4/2018	Chavez, Nicole	Paraeducator, Special Education & SSN/ Autism	Niwot HS		Х
8/14/2018	Cherry, Tina M	Bus Driver	Transportation		Х
8/23/2018	Coats, Kimberly	Paraeducator, Special Education	Columbine ES		Х
8/13/2018	Cordie, Cory	Accompanist	Longmont HS		Х
8/27/2018	Correa, Oswaldo	Painter	Operations & Maintenance		Х
8/8/2018	Deaver, Karin	Director, Child Care	Soaring Heights PK-8	Х	
8/14/2018	Donelan, Philip	Bus Driver	Transportation		Х
8/8/2018	Dreitz, Caleb	Group Leader, Child Care	Black Rock ES	Х	
8/13/2018	Duarte, Brenda	Lab Technician	Blue Mountain ES		Х
8/1/2018	Elliott, Johnathon	Custodian	Auxilary Services		Х
8/20/2018	Escarcega, Violeta	Paraeducator, Preschool	Northridge ES	Х	
8/8/2018	Farineau, Amanda	Group Leader, Child Care	Red Hawk ES	Х	
8/13/2018	Faulkner, Sarah	Paraeducator, SSN/Autism & SpEd	Mead MS	Х	
8/15/2018	Fowler, Desiree	Paraeducator, Preschool	Burlington ES		Х
8/15/2018	Frank, Lisa	Paraeducator, Non-Instructional	Silver Creek HS		Х
8/8/2018	Gazdik, Anthony	Nutrition Services - Worker	Nutrition Services	Х	
8/8/2018	Gerhard, Denise	Director, Child Care	Black Rock ES		Χ
	Gibson, Jaime	Group Leader, Child Care	Soaring Heights PK-8	Х	
8/13/2018	Glaza, Ronnelle	Paraeducator, SSN/Autism	Soaring Heights PK-8	Х	
	Gomez Caamano, Olga	Paraeducator, Instructional	Rocky Mountain ES		Χ
8/15/2018	Gooch, Sarah	Paraeducator, SSN/Autism	Thunder Valley K- 8		Χ
	Hale, Kelsey	Paraeducator, Special Education	Silver Creek HS		Х
	Hancock, Lisa	Behavior Coach	Main Street	X	
	Hansen, Amanda	Health Clerk	Sunset MS	X	
	Hanson, Mychaela	Paraeducator, Preschool	Soaring Heights PK-8	X	
8/13/2018	Harrist, Josiah	Behavior Coach	Longs Peak MS	X	

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
8/13/2018	Hevron, Bradley	Paraeducator, Instructional	Lyons ES		Х
8/20/2018	Hirschfeld, Rachel	Health Clerk	Lyons ES		Х
8/13/2018	Hlushak, Kelli	Paraeducator, Special Education	Soaring Heights PK-8	Х	
8/1/2018	Irvin, Summer	Secretary, Principal	Hygiene ES		Χ
8/9/2018	Jenkins, Tamara	Nutrition Services - Worker	Lyons M/S	Х	
8/15/2018	Jones, Melodee	Crossing Guard	Soaring Heights PK-8	Х	
8/13/2018	Kozma, Patricia	Behavior Coach	Student Services	Х	
8/8/2018	Krausert, Sara	Group Leader, Child Care	Niwot ES	Х	
8/16/2018	Kruse, Suzanne	Paraeducator, Instructional	Columbine ES		Х
8/9/2018	Lamoreaux, Bonnie	Nutrition Services - Worker	Nutrition Services	Х	
8/16/2018	Lamorie, Michelle	Secretary - Department	Custodial		Х
8/15/2018	Lanham-Wagner, Tawna	Paraeducator, Preschool	Spark Discovery Preschool		Х
8/1/2018	Leaves, Joy	Media Technician	Soaring Heights PK-8	Х	
8/8/2018	Lewis, Janet	Director, Child Care	Soaring Heights PK-8	Х	
8/15/2018	Lukenbill, Leanne	Paraeducator, Preschool	Spark Discovery Preschool		Х
8/8/2018	Lux, Janie	Clerk, Health	Indian Peaks ES		Х
8/8/2018	Madrid, Danielle	Clerk, Health	Erie MS		Х
7/16/2018	Magdaleno, Denise	Custodian	Soaring Heights PK-8	Х	
9/5/2018	Mahalek, Andrea	Paraeducator, SSN/Autism & Preschool	Soaring Heights PK-8	Х	
8/15/2018	Mandeville, Carolyn	Paraeducator, Instructional	Blue Mountain ES	Х	
8/13/2018	Martinez, Joseph	Paraeducator, SSN/Autism	Soaring Heights PK-8	Х	
8/1/2018	Martinez, Manuel	Custodian	Mead MS		Χ
8/15/2018	McClellan-Bianco, Jessica	Paraeducator, Preschool	Spark Discovery Preschool		Х
8/13/2018	Midyette, Julie	Accompanist	Erie HS		Х
9/4/2018	Miller, Sydney	Paraeducator, Special Education	Prairie Ridge ES		Χ
8/15/2018	Miltersen, Kelly	Paraeducator, Preschool	Grand View ES	Х	
8/13/2018	Mitchell, Kelly	Paraeducator, SSN/Autism	Blue Mountain ES		Х
9/10/2018	Monroe, Troy	Technical Support Analyst	District Technology		Х
8/15/2018	Navarro, Claudia	Paraeducator, Preschool	Spark Discovery Preschool		Х
8/1/2018	Nichols, Taffy	Clerk, Attendance	Red Hawk ES		Χ
8/13/2018	Oliver, Lora	Paraeducator, SSN/Autism	Soaring Heights PK-8	Х	
8/8/2018	Palmer, Lori	Group Leader, Child Care	Fall River ES		Х
8/27/2018	Payne, Shaya	Paraeducator, Instructional	Fall River ES	Х	
8/1/2018	Pearson, Christy	Secretary - School	Longmont HS		Х
8/20/2018	Pech, Kristine	Custodian, Lead	Erie HS		Х
8/20/2018	Pena-Figueroa, Leticia	Paraeducator, Preschool	Grand View ES	Х	
8/30/2018	Perez, Teresita	Paraeducator, Special Education	Columbine ES	Х	
	Pfannenstiel, Lori	Nutrition Services - Kitchen Manager	Central ES	Х	
8/14/2018	Pickering, Sara	Paraeducator, Special Education	Silver Creek HS		Х
	Preston, Rebecca	Paraeducator, Instructional	Timberline PK-8		Х

HIRE DATE	NAME	POSITION	LOCATION	NEW POSITION	REPLACEMENT
8/8/2018	Ramirez, Rosanna	Clerk, Attendance	Altona MS		Х
8/1/2018	Ramsaur, Scott	Behavior Coach	Student Services	Х	
9/4/2018	Register, Lisa	Paraeducator, SSN/Autism	Prairie Ridge ES	Х	
8/30/2018	Reyes Pereyra, Maria	Custodian	Auxiliary Services	Х	
8/9/2018	Rios, Rebecca	Nutrition Services - Worker	Red Hawk ES	Х	
8/20/2018	Rizzi, Anthony	Custodian	Auxiliary Services	Х	
8/8/2018	Rodriguez, Yesseina	Clerk, Health	Longs Peak MS		Х
8/13/2018	Rosebrock, Morgan	Group Leader, Child Care	Lyons ES		Х
8/13/2018	Rothe, Hope	Paraeducator, Special Education	Northridge ES		Х
8/16/2018	Rumery, Theresa	Nutrition Services - Worker	Silver Creek HS	Х	
8/13/2018	Sayers, Kyle	Paraeducator, Special Education	Prairie Ridge ES	Х	
8/6/2018	Schneider, Jayme	Records Clerk / Data Entry	Assessment		Х
8/22/2018	Shelley, Julie	Paraeducator, Instructional	Thunder Valley K- 8		Х
8/14/2018	Silva, Luis	Bus Driver	Transportation	Х	
8/6/2018	Skalecki, Jaimie	APEX - Instructor	APEX	Х	
8/13/2018	Spinner, Alisha	Paraeducator, SSN/Autism	Soaring Heights PK-8	Х	
8/9/2018	Steinbach, Edith	Nutrition Services - Worker	Centennial ES	Х	
8/8/2018	Strange, Heidi	Clerk, Health	Erie ES		Х
8/13/2018	Suchomel, Chelsea	Lab Technician	Soaring Heights PK-8	Х	
8/8/2018	Sundstrom, Teresa	Group Leader, Child Care	Black Rock ES	Х	
8/13/2018	Tank, Noah	Paraeducator, Instructional	Northridge ES	Х	
8/15/2018	Tayefeh, Rebecca	Paraeducator, Preschool	Hygiene ES		Х
8/15/2018	Taylor, Mason	Paraeducator, Special Education	Skyline HS	Х	
8/13/2018	Teahan, Barbara	Paraeducator, SSN/Autism	Prairie Ridge ES		Х
8/15/2018	Terrazas, Anna	Paraeducator, Preschool	Columbine ES	Х	
8/8/2018	Thornton, Brandi	Clerk, Health	Red Hawk ES		Х
8/27/2018	Tienken, Angela	Teacher, Grade 1	Mead ES	Х	
7/16/2018	Tull, Jessica	Custodian	Central ES and Columbine ES		Х
8/13/2018	Uechi, Ryoko	Behavior Coach	Soaring Heights PK-8	Х	
8/13/2018	Urena, Mary Lou	Paraeducator, Special Education	Rocky Mountain ES	Х	
8/16/2018	Vang, Pa Houa	Nutrition Services - Worker	Fall River ES	Х	
8/16/2018	Vega, Jacob	Nutrition Services - Worker	Erie ES	Х	
8/14/2018	Walker, Samantha	Paraeducator, SSN/Autism	Prairie Ridge ES		Х
7/16/2018	Watts, Joni	Custodian	Indian Peaks ES		Х
8/15/2018	Weed, Debra	Paraeducator, Preschool	Timberline PK-8	Х	
9/13/2018	Welch, Katharine	Paraeducator, Instructional	Longmont Estates ES		Х
8/15/2018	Young, Barrett	Custodian , Head	APEX	Х	
8/17/2018	Young, Keriann	Nutrition Services - Worker	Thunder Valley K- 8		Х
8/16/2018	Zastrow, Jennifer	Nutrition Services - Worker	Legacy ES	Х	

DATE: September 12, 2018

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 August Board Meetings.

## **BACKGROUND**

The Board will be asked to approve the minutes from the August 8, 2018 and the August 22, 2018 Regular Meetings.

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of License Agreement for Ditch Crossing with Town of

Erie

## **RECOMMENDATION**

That the Board of Education approve a License Agreement for Ditch Crossing with the Town of Erie at Red Hawk Elementary School, and to further authorize Robert Smith, President of the Board, to sign the appropriate documents.

## **BACKGROUND**

The District is requesting permission from the Town of Erie to construct a crossing across the Leyner-Cottonwood Ditch to connect District property on the west side of the ditch to the main Red Hawk facility. The District will pay the Town of Erie a license fee of \$1,000.

## **License Agreement for Ditch Crossing**

- 1. <u>Parties</u>. The parties to this License Agreement (hereinafter "Agreement" or "License Agreement") are the Town of Erie ("Town") and the St. Vrain Valley School District ("Licensee"). The Town and the Licensee may hereinafter be referred to as the "Parties," collectively, or "Party," individually.
- 2. <u>Recitals</u>. The Licensee desires to obtain the permission of the Town to construct two crossings across the Leyner-Cottonwood Ditch ("Ditch") for the following purposes: to connect a solar array to a meter at Red Hawk Elementary School and maintain the same and a culvert in order to cross the ditch. The Licensee owns the property at the location described in **Exhibit A**. The Town owns the segment of the Ditch that the Licensee desires to cross, evidenced by the Agreement between the Leyner-Cottonwood Consolidated Ditch Company and the Town of Erie dated February 20, 2007. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

### 3. Construction.

- 3.1 Pursuant to the terms of this Agreement, the Licensee is granted the license to construct the following facilities that cross the Ditch: (1) Place one twelve (12) inch steel pipe by directional bore at a minimum depth of not less than four (4) feet under the bottom of the Ditch; and (2) permanent crossing for maintenance and repair. As part of installing the permanent crossing, Licensee shall remove the existing culvert in close proximity to the permanent crossing as shown in **Exhibit B**. These facilities shall be hereafter referred to as the "Installation," which shall be constructed pursuant to the plans and specifications attached hereto as **Exhibit B**. Any revision to said plans and specifications must be approved by the Town in writing prior to construction. The Town's review of the plans and specifications is solely for its own benefit and creates no obligation on the Town.
- 3.2 All portions of the Ditch, including bottoms, sides, banks, and all affected portions of the Town's property surrounding the Ditch that are disturbed by the Licensee's Installation shall be restored to their original condition to the extent reasonably practical so the carrying capacity of the Ditch is not adversely affected by the Installation. Any and all fencing and other facilities appurtenant to the Town's property shall be replaced in a condition at least equal to the condition of such facilities and appurtenances prior to construction.
- 3.3 The Licensee shall not spill dirt, debris, or other foreign material into the Ditch. In the event that dirt, debris, or other foreign material is spilled into the Ditch,

the Licensee agrees to completely remove all such dirt, debris, or other foreign material following construction.

- 3.4 The Installation shall be completed six (6) months after written approval is received. If the installation is not completed by that date, this Agreement expires and is of no force or effect. The Licensee shall notify the Town at least forty-eight (48) hours prior to commencement of the Installation. All work performed under this License Agreement shall be done in a competent manner and is subject to inspection by the Town. Licensee understands that construction must occur when the Ditch is not expected to be used for carrying and delivering water for a sufficient period of time to allow construction of the Installation to be completed, without interruption of water deliveries. In the event that the Ditch unexpectantly begins running water during construction, all work shall cease and the ditch shall be restored to carry water. The Town shall provide notice to the contractor if it receives advance notice that water will be running. Within four (4) hours of receiving notice, the contractor shall restore the ditch to carry water, and the ditch shall remain in such condition until such time as the water ceases to flow. Licensee shall provide emergency contact information to receive any said notice prior to commencing construction.
- 3.5 Licensee shall require any contractor constructing the Installation to agree in writingto pay as liquidated damages \$7,500 per day to the Town for any day that the Ditch cannot deliver water which is available, after the four (4) hours notice referenced in paragraph 3.4 above, in the event that said construction interrupts said deliveries for any reason.
- 3.6 Licensee shall bear the entire cost of the Installation, including all construction, maintenance, operation, repair and replacement costs.
- 3.7 Licensee shall be solely responsible for obtaining all necessary permits for the work contemplated hereunder. Licensee shall present all final permits to the Town's Public Works Director prior to construction.
- 4. Other Property Interests. This License Agreement applies only to the property rights that are owned by the Town in the Ditch, including any easements or other property rights appurtenant to the Ditch. Licensee must separately obtain any additional easements, licenses, or other agreements from any other owner of other interests in the real property crossed by the Installation as may be necessary.
- 5. <u>License Fee</u>. The Licensee shall pay to the Town a license fee of \$1,000.00 upon execution of this License Agreement and prior to the commencement of construction of

the Installation. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this License Agreement.

## 6. <u>Inspection</u>.

- 6.1 The Licensee shall notify the Town at least ten (10) days prior to commencement of any replacement or repair of the Installation permitted by this Agreement, except for emergency repairs pursuant to ¶8 of this Agreement. The Town is permitted to inspect the Installation or replacements or repairs during construction. Upon completion of the Installation or replacements or repairs, the Town may inspect the Installation, replacement or repairs and shall notify the Licensee of any defects in the Installation. The Licensee shall correct any such defects within ten (10) days, or at the first available construction opportunity, after receiving notice. The Licensee shall provide the Town with as-built drawings of the Installation within 60 days after construction is completed.
- 6.2 Licensee agrees to the pay the Town its reasonable costs for its inspection of the Installation, replacements, or repairs.
- 6.3 The Town's right to inspect the Licensee's Installation or replacement of the Installation in no way relieves the Licensee of its liability for improper installation. The Town's inspection is solely for the benefit of the Town and creates no obligation to the Town.
- 7. <u>Reimbursement of Expenses</u>. The Licensee agrees to reimburse the Town for all reasonable engineering and legal costs incurred by the Town in preparing and approving this Agreement and the costs of inspection as described in ¶6. Costs chargeable to the Licensee shall be paid within thirty (30) days of the billing date. If payment has not been received by the Town within said thirty (30) days, this License shall immediately terminate.

### 8. Maintenance.

8.1 Licensee specifically agrees and pledges to maintain, repair and replace the Installation so as not to require the Town to maintain, repair or replace it. If Licensee fails to properly maintain, repair or replace any portion of the Installation for which it is responsible after ten (10) days' notice of the need for same, the Town may, at its own option, conduct its own maintenance, repair or replacement, and Licensee shall reimburse the Town for the cost of such work within thirty (30) days. In the event Licensee fails to maintain, repair or replace the Installation, it shall be held liable for any loss, damage or injury to the Town. If the Town conducts its own maintenance, repair

or replacement, it does not waive the right to hold Licensee liable for damages caused by Licensee's failure to maintain, repair or replace.

- 8.2 In the event of an emergency, Town or Licensee may conduct maintenance or repair immediately, giving notice to the other party as soon as possible at the emergency contacts identified in ¶13. If the Town conducts emergency work, it shall be reimbursed for the cost of the work. Under no circumstances shall the Town be responsible or held liable for damages to the Installation resulting from maintenance or repair to the Ditch.
- 9. <u>Water Loss</u>. The Licensee agrees that the Installation will not increase carriage or transit loss over the loss that occurred historically. The Licensee agrees to compact earth materials so that such additional water losses will not occur. If the Licensee's Installation increases carriage or transit loss in the Ditch, the licensee agrees to repair the construction to prevent such additional loss.

## 10. Liability and Indemnification.

- 10.1 By virtue of entering into this agreement, the Town: (1) assumes no liability for use, operation, or existence of the Licensee's Installation; and (2) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities in the area described in **Exhibit A** that are required by this Agreement.
- 10.2 To the extent permitted by Colorado law, the Licensee agrees to indemnify and hold harmless the Town from all claims and liability for damage or injury to property or persons arising or caused directly or indirectly the Licensee's construction, restoration, maintenance of, or failure to maintain, the Installation and the Licensee's occupancy and use of the area located in **Exhibit A**. By reviewing and approving the plans and specifications attached as **Exhibit A**, the Town does not warrant that such plans and specifications or the structures depicted in them are free of defects or hazards and does not assume any obligation or risk of any kind whatsoever as a result of its review and approval.
- 11. <u>No Restriction on Town's Rights</u>. The License granted to the Licensee herein in no way restricts the Town's right to the use of its easement to construct, operate, or maintain all existing structures and facilities of the Ditch.
- 12. <u>No Right to Take Water</u>. No water shall be taken from the Ditch by virtue of this License Agreement.
- 13. <u>Notices</u>. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified

or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the U.S. mail.

TOWN: COPY TO:

Town of Erie Paul Zilis
Public Works Director Vranesh and Raisch, LLP

645 Holbrook St.

PO Box 750

Erie, CO 80516

1720 14<sup>th</sup> Street, Suite 200

Boulder, CO 80302

pjz@vrlaw.com

tfessenden@erieco.gov

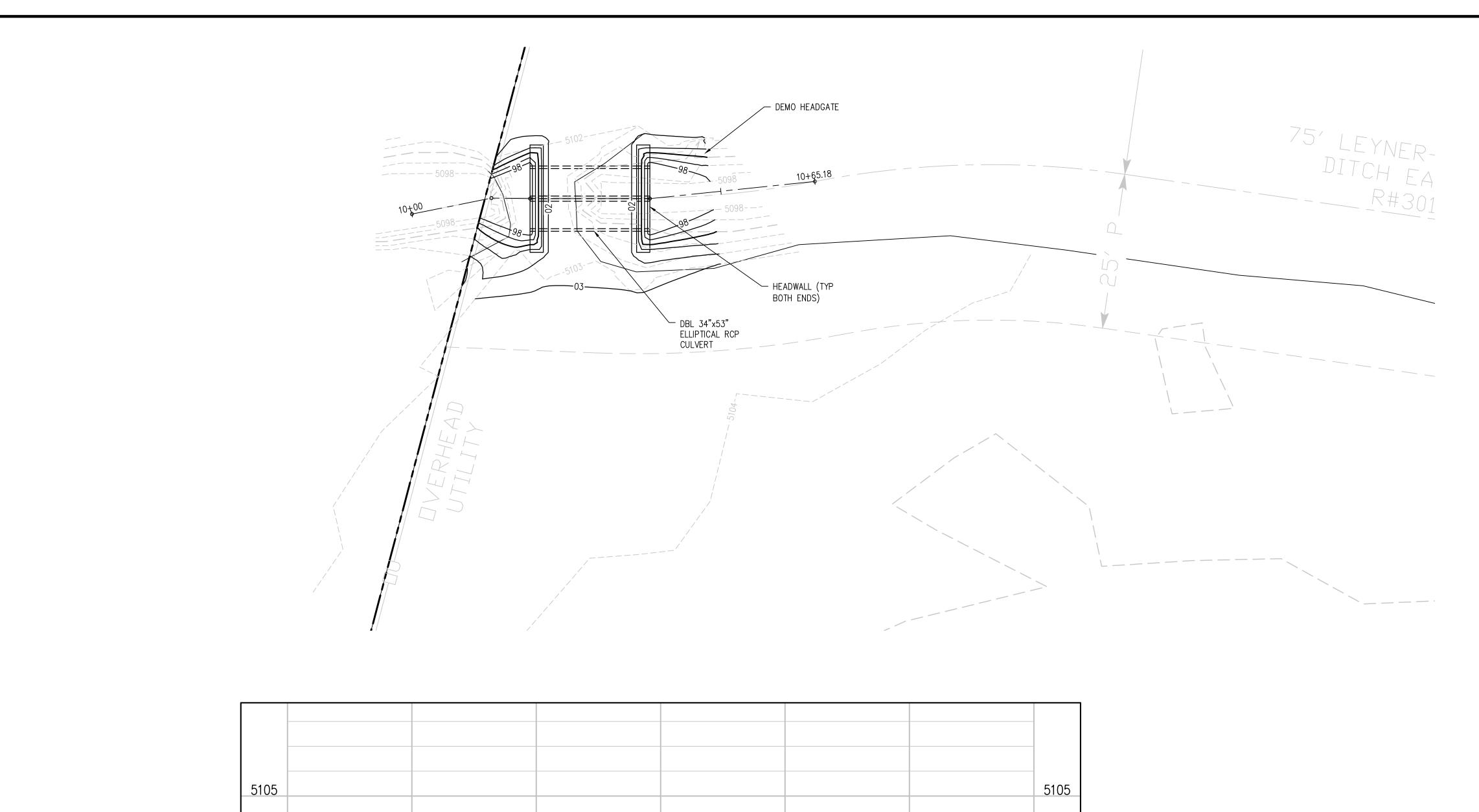
LICENSEE: COPY TO:

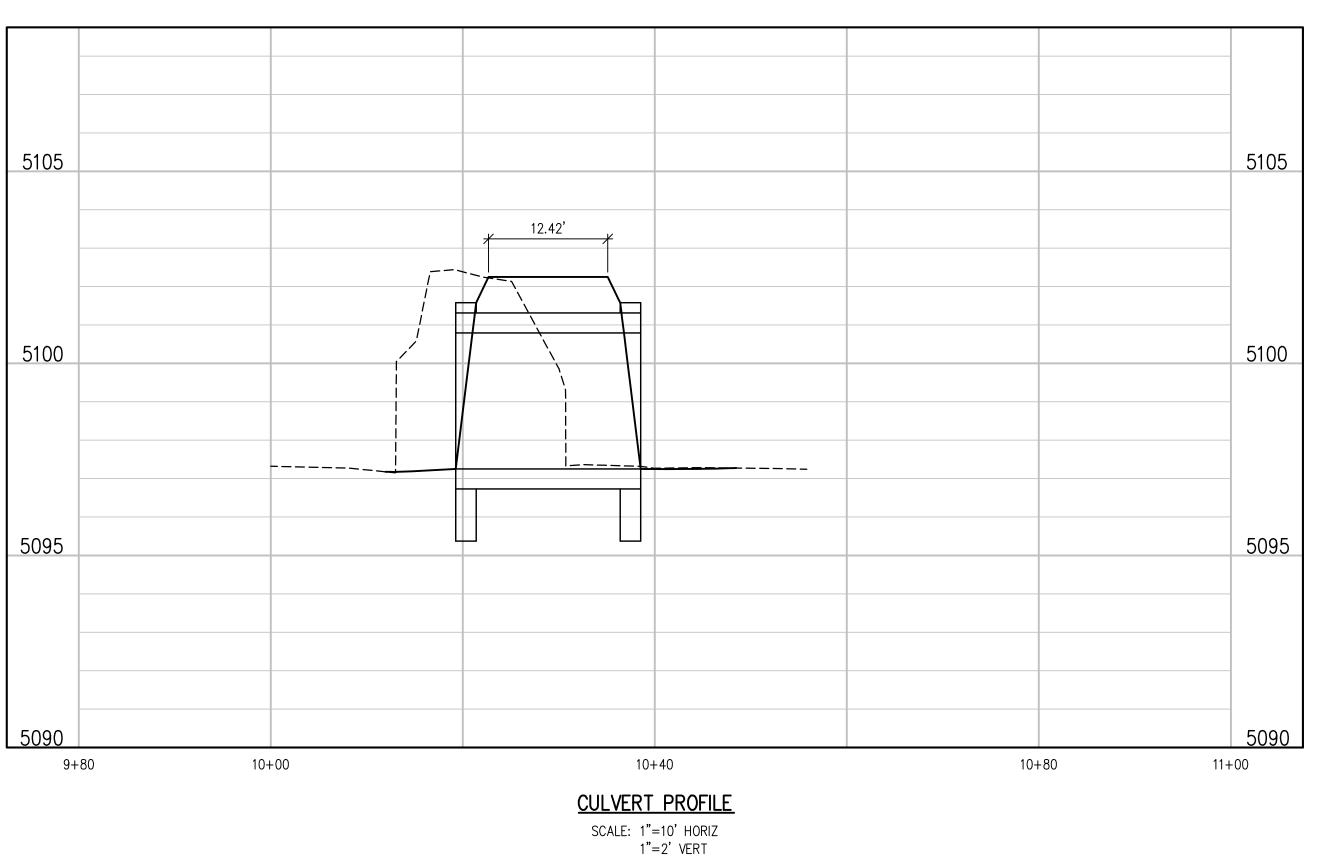
- 14. <u>Waiver of Breach</u>. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 15. <u>Recording</u>. This Agreement shall be recorded in the records of the Clerk and Recorder of Boulder County, Colorado, at the cost of the Licensee.
- 16. <u>Exhibits</u>. All exhibits referred to in this Agreement are, by reference incorporated in this Agreement for all purposes.
- 17. <u>Assignment</u>. This License shall not be assigned by the Licensee without the prior approval in writing of the Town.
- 18. <u>Binding Effect</u>. This License Agreement shall be binding upon the successors and assigns of the respective Parties hereto. The obligations and benefits of this Agreement shall specifically run with the land described in **Exhibit A**.

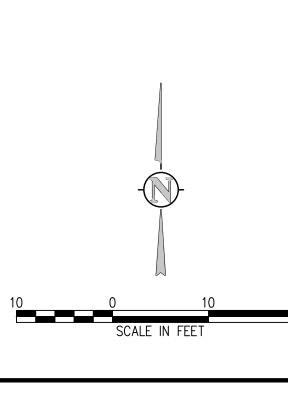
- 19. <u>Attorneys' Fees</u>. If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.
- 20. <u>Modification</u>. This License Agreement may be modified only by the signed, written agreement of both Parties and their successors in interest.

		TOWN OF ERIE
		By:
ATTEST:		
By:		
STATE OF COLORADO	) ) ss.	
County of Boulder	)	
The foregoing instr, 2018, by My commission expires: _	, as	
		Notary Public
		ST. VRAIN VALLEY SCHOOL DISTRICT
		Ву:
ATTEST:		
Ву:		

STATE OF COLORADO	
	) ss.
County of Boulder	
The foregoing instr	ument was acknowledged before me this day of
, 2018, by	, as
•	
My commission expires:	







Boulder, CO 80302 303.444.1951 www.jvajva.com Boulder ● Fort Collins ● Winter Park Glenwood Springs ● Denver

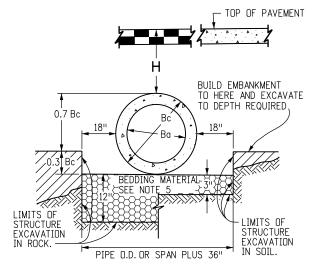
DESIGNED BY:	CEC
DRAWN BY:	CEC
CHECKED BY:	CRH
JOB #:	2978c
DATE:	07/26/18
© JVA,	INC.

PROFILE

RED HAWK ES CULVERT REPLACEMENT ST VRAIN VALLEY SCHOOL DISTRICT ERIE, COLORADO STORM PLAN AND

SHEET NO.

C1.0



NOTE: Bc IS THE OUTSIDE DIMENSION FOR DIAMETER, SPAN OR RISE.

## PIPE INSTALLATION

(WITH 0.7 PROJECTION RATIO)

CIRCULAR (CIR) VERTICAL ELLIPTICAL (VE) HORIZONTAL ELLIPTICAL (HE)

PIPE SIZE= <b>Ba</b> (INSIDE DIA)	WALL THICKNESS	0.3 <b>BC</b> (OUTSIDE DIA)	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE
IN.		FT.		IN.		FT.	IN.			FT.
12 15 18	2 2-1/ <sub>4</sub> 2-1/ <sub>2</sub>	0.40 0.49 0.58					23	14	2-3/4	0.49
21 24 27	2-¾ 3 3-1/4	0.66 0.75 0.84					30 34	19 22	3-1/ <sub>4</sub> 3-1/ <sub>2</sub>	0.66 0.73
30 33 36	3-1/ <sub>2</sub> 3-3/ <sub>4</sub> 4	0.92 1.01 1.10	29	45	4-1/2	1.35	38 45	24 29	3-¾ 4-1/ <sub>2</sub>	0.79 0.95
42	4-l/ <sub>2</sub>	1.28	34	53	5	1.58	53	34	5	1.10
48	5	1.45	38	60	5-l/ <sub>2</sub>	1.78	60	38	5-1/ <sub>2</sub>	1.23
54	5-l/ <sub>2</sub>	1.62	43	68	6	2.00	68	43	6	1.38
60	6	1.80	48	76	6- <sup>1</sup> / <sub>2</sub>	2.23	76	48	6-l/ <sub>2</sub>	1.53
66	6-l/ <sub>2</sub>	1.97	53	83	7	2.43	83	53	7	1.68
72	7	2.15	58	91	7-l/ <sub>2</sub>	2.65	91	58	7-l/ <sub>2</sub>	1.83
78	7-l/ <sub>2</sub>	2.32	63	98	8	2.85	98	63	8	1.98
84	8	2.50	68	106	8-l/ <sub>2</sub>	3.08	106	68	8-l/ <sub>2</sub>	2.13
90	8-l/ <sub>2</sub>	2.68	72	113	9	3.28	113	72	9	2.25
96	9	2.85	77	121	9-l/ <sub>2</sub>	3.50	121	77	9-l/ <sub>2</sub>	2.40
102	9-l/ <sub>2</sub>	3.02	82	128	9-¾	3.69	128	82	9-¾	2.54
108	10	3.20	87	136	10	3.90	136	87	10	2.68

△ ALSO EQUIVALENT ROUND DIMENSION FOR ELLIPTICAL PIPE.

## DIMENSIONS FOR REINFORCED CONCRETE PIPE

(FOR INFORMATION ONLY)

# GENERAL NOTES

## REINFORCED CONCRETE PIPE

- 1. FILL HEIGHTS GREATER THAN MAXIMUM ALLOWED IN THE HEIGHTS OF FILL TABLE ON THIS SHEET REQUIRE SPECIAL DESIGN OF STRUCTURE.
- 2. PIPE DESIGN IS BASED ON SAFETY FACTOR OF 1.33 ON ULTIMATE STRENGTH.
- 3. THE HEIGHTS OF FILL OVER TOP OF PIPE ARE BASED ON UNIT WEIGHT OF SOIL AT 135 LBS. PER CUBIC FT.
- 4. PIPE CLASS IS DETERMINED FROM 0.01 IN. CRACK D-LOAD.
- 5. BEDDING IS CLASS B (MODIFIED) (FROM CONCRETE PIPE DESIGN MANUAL-AMERICAN CONCRETE PIPE ASSOCIATION) WITH SETTLEMENT RATIO R = 0.0 sd (YIELDING BED). BEDDING MATERIAL FOR RIGID PIPE IN SOIL SHALL BE 3 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 2. BEDDING MATERIAL FOR RIGID PIPE IN ROCK SHALL BE 12 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 1.
- 6. CHANGES IN DESIGN FACTORS REQUIRE COMPENSATING CHANGES IN PIPE DESIGN.
- 7. MINIMUM WALL THICKNESS DIMENSIONS ARE BASED ON AASHTO M 170 (WALL B) FOR CIRCULAR PIPE, AND AASHTO M 207 FOR ELLIPTICAL PIPE.
- 8. SPACING FOR MULTIPLE PIPE INSTALLATIONS SHALL CONFORM TO THE DETAILS SHOWN ON STANDARD PLAN M-206-1.
- 9. WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL PIPE INSTALLATION SHALL BE USED.

## NONREINFORCED CONCRETE PIPE

- 1. AT THE OPTION OF THE CONTRACTOR, NONREINFORCED CONCRETE PIPE CONFORMING TO AASHTO M 86 MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE FOR ALL SIZES 36 INCHES IN DIAMETER AND SMALLER. THE NONREINFORCED CONCRETE PIPE SHALL MEET THE SAME D-LOAD TO PRODUCE THE ULTIMATE LOAD UNDER THE THREE-EDGE BEARING METHOD AS SPECIFIED FOR REINFORCED CONCRETE PIPE IN CONFORMANCE WITH AASHTO M 170. THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION OF CONFORMACE. THE WALL THICKNESS OF THE NONREINFORCED PIPE MAY BE INCREASED AS REQUIRED TO MEET D-LOAD REQUIREMENT.
- 2. ALL REQUIREMENTS FOR REINFORCED CONCRETE PIPE, EXCEPT THOSE REFERRING TO REINFORCEMENT, SHALL APPLY TO NONREINFORCED CONCRETE PIPE.

# 1' MINIMUM OR (TYP.) EXISTING GROUND

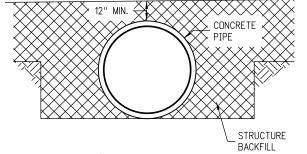
### CONCRETE PIPE WITH END SECTIONS

NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

H = HEIGHT OF FILL OVER TOP OF PIPE, INCLUDING PAVEMENT THICKNESS.

 $L_1$  = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.

 $L_2$  = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.



CONSTRUCTION MINIMUM COVER FOR RIGID PIPE

	HEIGHT OF FILL OVER TOP OF PIPE, $oldsymbol{H}$ (FEET)							
		CLASS OF PIPE	(0.01 IN. C	RACK D-LOAD)				
TYPE OF PIPE	CLASS CIR II CLASS VE II	CLASS CIR III CLASS VE III	CLASS CIR IV CLASS VE IV	CLASS CIR V CLASS VE V	CLASS VE VI			
	CLASS HE II 1000 D	CLASS HE III 1350 D	CLASS HE IV 2000 D	3000 D	4000 D			
CIRCULAR (CIR)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45				
VERTICAL ELLIPTICAL (VE)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	± 45 TO 62			
HORIZONTAL ELLIPTICAL (HE)	1 TO 18	1 TO 25	± 25 TO 37					

# ALLOWABLE RANGE OF HEIGHTS FOR FILL OVER REINFORCED CONCRETE PIPE

(ALL SIZES)

EXISTING GROUND	<b>\</b>	
	<b>H</b> OR	H
_ +		1
4	L <sub>1</sub> or L <sub>2</sub>	-

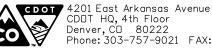
## CONCRETE PIPE WITHOUT END SECTIONS

NOTE: USE THE  $oldsymbol{\mathsf{H}}$  THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

Computer File Information	1	
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Last Modification Date: 10/02/14 Initials	s: LTA	Œ
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	Sheet Revisions							
	Date:	Comments						
(X-X	3/25/14	Made Min. Cover for Rigid Pipe detail like others. Deleted Gen Note 1 & renumbered.						
(X-X	4/11/14	Changed "Min." to 1 in Heights table.						
<u>(X–X)</u>								
<del>(X-X)</del>								

# Colorado Department of Transportation



CDOT HQ, 4th Floor Denver, CO 80222 Phone: 303-757-9021 FAX: 303-757-9868

DLM/LTA Division of Project Support

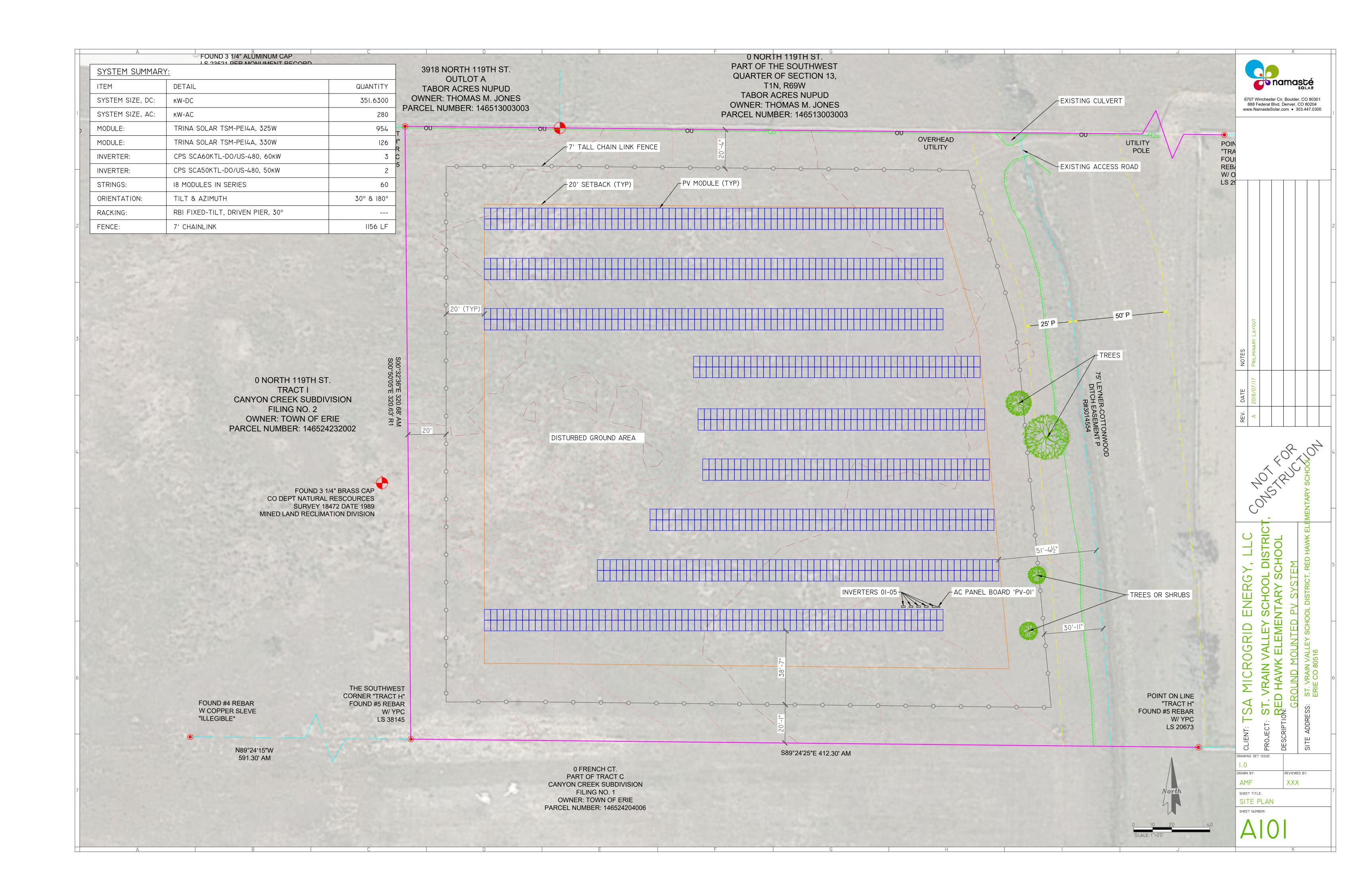
REINFORCED
CONCRETE PIPE

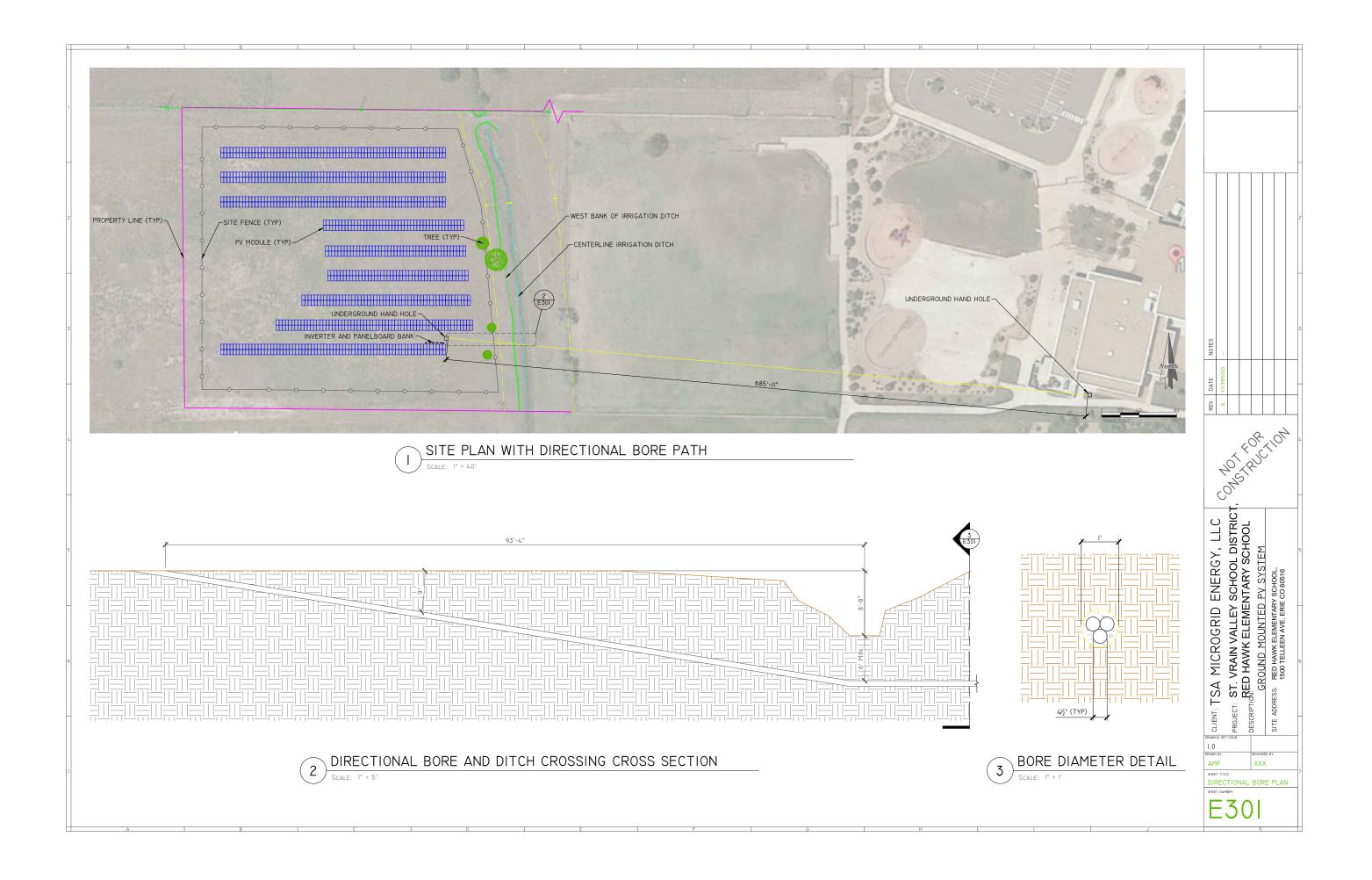
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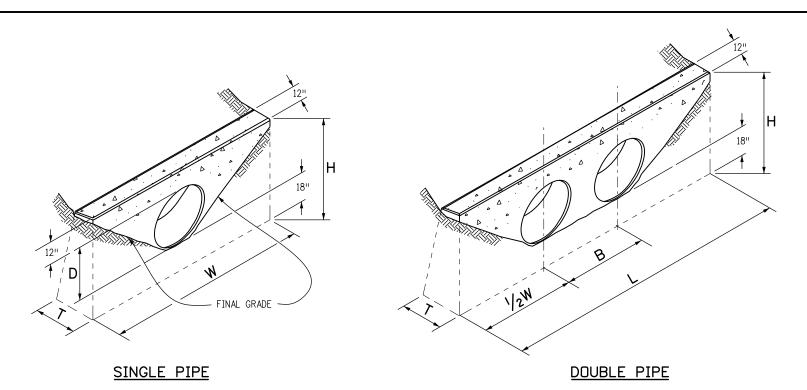
M-603-2

Issued By: Project Development Branch on July 4, 2012

Sheet No. 1 of 1







## CONCRETE HEADWALL INSTALLATIONS

SEE STANDARD PLAN M-601-10 FOR REINFORCING DETAILS.

Di	DE	PIPE DIAMETER (AND EQUIVALENT DIAMETER) (IN.)												
PI	PE	18		24		30		36		42		48		
TYPE	MATERIAL	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE	
	RIGID	1.0	1.3	1.5	2.0	2.0	2.7	2.8	3.6	3.6	4.6	4.6	6.0	
CIRCULAR	FLEXIBLE	1.1	1.4	1.6	2.1	2.2	3.0	3.0	4.0	3.9	5.3	5.0	6.8	
ELL IDITION	ELLIPTICAL RIGID		23 >	< 14	30 >	· 19	38 >	< 24	45 >	29	53 ×	: 34	60 x	: 38
ELLIPTICAL	KIGID	0.9	1.2	1.3	1.6	1.7	2.2	2.3	2.9	2.9	3.7	3.5	4.4	
ARCH	METAL	22 >	< 13	29 >	18	36 x	22	43 >	27	50 :	< 31	58 >	< 36	
		0.9	1.3	1.4	1.9	1.8	2.4	2.4	3.4	3.2	4.4	3.4	5.0	

## CONCRETE QUANTITIES FOR ONE CONCRETE HEADWALL (CUBIC YARDS)

THICKNESS		MATERIAL	PIPE DIAMETER (IN.)						
IIIIONNESS	18		24	30	36	42	48		
	4"	CONCRETE	0.4	0.8	1.2				
	6"	CONCRETE				2.6	3.6	4.7	
	18"	RIPRAP	2.0	3.5	5.4	7.8	10.7	13.9	

## PIPE OUTLET PAVING (CUBIC YARDS)

NOTE: VOLUME OCCUPIED BY PIPE HAS BEEN DEDUCTED.

#### Computer File Information Sheet Revisions Creation Date: 07/04/12 Initials: DD Date: Comments Last Modification Date: 07/04/12 Initials: LTA (R-X) $\mathbb{R}$ -X Full Path: www.coloradodot.info/business/designsuppor $\mathbb{R}$ -X Drawing File Name: 6010120101.dgn CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English (R-X)

# Colorado Department of Transportation



4201 East Arkansas Avenue Denver, Colorado 80222 Phone: (303) 757-9083 Pnone: (303) 757-9820

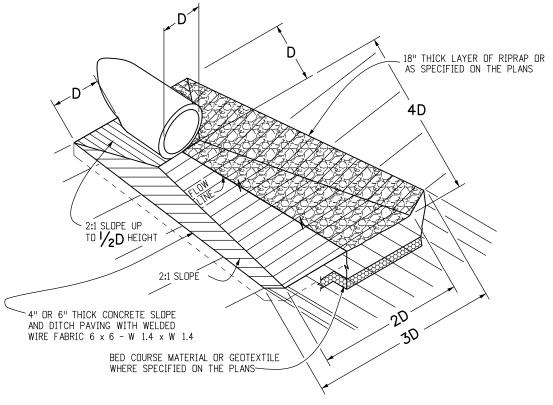
Project Development Branch

# DD/LTA

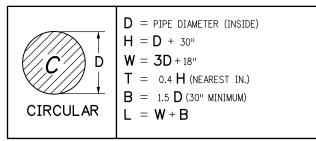
TYPE OF PIPE

# GENERAL NOTES

- 1. FOR SIZE AND LOCATION OF PIPES, SEE THE PLANS.
- 2. ALL CONCRETE SHALL BE CLASS B.
- 3. FOOTINGS IN ROCK SHALL BE POURED OUT TO ROCK AND NOT FORMED IN ACCORDANCE WITH SUBSECTION 601.09(b).
- 4. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED  $\frac{3}{4}$  IN.
- 5. HEADWALL SHALL HAVE REINFORCING STEEL INSTALLED IN A PATTERN SIMILAR TO STANDARD PLAN M-601-10.
- 6. THE COST OF REINFORCING STEEL SHALL BE INCLUDED IN THE WORK UNLESS THE STEEL QUANTITIES ARE LISTED IN THE PLANS AND ARE PAID FOR SEPARATELY.



### PIPE OUTLET PAVING MAY BE USED WITH MULTIPLE PIPES



→ SPAN →	D = EQUIVALENT CIRCULAR DIAMETER (INSIDE)
A RISE	H = RISE + 30" W = 3D + 18"
	T = 0.4  H  (NEAREST IN.)
ARCH OR	B = 1.5 D (30" MINIMUM)
ELLIPTICAL	L = W+B

TYPE OF PIPE HEADWALL DIMENSIONS

**HEADWALLS AND** PIPE OUTLET PAVING

HEADWALL DIMENSIONS

STANDARD PLAN NO.

M-601-12

Issued By: Project Development Branch July 4, 2012

Sheet No. 1 of 1

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order 1 to Construction Manager/General Contractor

(CMGC) Contract for Main Street Auditorium Remodel Project

## RECOMMENDATION

That the Board of Education approve Change Order 1 for the amount of \$937,411 to the Construction Manager/General Contractor (CMGC) contract with McCarthy Building Companies, Inc., for the Main Street Auditorium Remodel project for a total contract value of \$990,000. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and change orders up to the above referenced amount, in accordance with Board of Education policy.

## **BACKGROUND**

To facilitate the start of construction, the CMGC Amendment was based on a price of \$52,589 to begin demolition work in order to allow abatement activities to take place.

Change Order 1 includes construction of an accessible ramp for stage access, seating, flooring, and finish improvements.

Change Order 1 is funded under the 2016 Bond program. This item is being brought forth to comply with Board Policy FEH stating that any change order greater than \$99,999 must have Board approval.

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution in Support of Amendment 73

## RECOMMENDATION

That the Board of Education adopt a Resolution in support of Amendment 73.

## **BACKGROUND**

Amendment 73 builds on the successes of Colorado's public schools by expanding students' educational opportunities to prepare them for success in college, career and life; preparing a qualified workforce for decades to come; and ensuring that Colorado's economic prosperity is shared with every community in every corner of our state.

Our administration team believes that all Colorado children have a right to an outstanding education and opportunities similar to those that have been afforded to students in the St. Vrain Valley Schools. Amendment 73 will help do this by providing additional funding for all students and addressing the most pressing needs of Colorado's public schools.

Administration is in full support of the Amendment 73 outcomes and recommends adoption.

### **Amendment 73 Resolution**

Whereas, St. Vrain Valley Schools is the seventh largest school district in Colorado with fifty-seven schools, over thirty-three thousand students, and more than five thousand employees;

Whereas, St. Vrain Valley Schools serves thirteen different municipalities and towns across an expansive four hundred and eleven square miles;

Whereas, since the 2008-09 school year, student enrollment in St. Vrain Valley Schools has increased by approximately 6,500 students, and enrollment continues to grow by hundreds of new students each year;

Whereas, the residents of eastern Boulder, Broomfield, Erie, Dacono, Frederick, Firestone, Hygiene, Longmont, Lyons, Mead, Niwot, Peaceful Valley, and Raymond have demonstrated tremendous support for public education by passing mill levy overrides in 2008 and 2012 increasing annual operational revenue for St. Vrain Valley Schools by over \$40 million;

Whereas, St. Vrain Valley Schools' constituent communities also generously passed bond initiatives in 2008 and 2016 raising approximately \$449.3 million for school construction, renovation, and life safety projects;

Whereas, the increased funding has, among other things, enabled St. Vrain Valley Schools to make the following advancements:

- Build six new schools, including a high school, a K-8 school, three elementary schools, and an "Innovation Center":
- Complete 122 renovation and life safety projects across the district, ensuring each school
  is safe and secure with cutting edge technology and appropriate capacity;
- Expand options for high quality preschool and full-day kindergarten in every elementary school in the district;
- Provide a wireless internet environment at each school to complement district-wide intelligent classrooms with projectors, laptop carts, enhanced audio systems, document cameras and other foundational educational technology;
- Implement a "one-to-one" program where each high school and middle school student has an iPad, with supplemental Chromebooks if needed to expand classroom learning and leverage 21<sup>st</sup> century skills, as well as provide classroom sets of iPads in each elementary school;
- Increase availability of Advanced Placement, International Baccalaureate, Concurrent Enrollment, and Pathways in Technology Early College High School opportunities for all students:
- Assign school resource officers to every high school and middle school throughout the district:
- Increase pay and professional development opportunities for teachers, counselors, paraprofessionals, and other staff; and

• Hire numerous new teachers, counselors, specialists and other staff across the district;

Whereas, these investments have helped narrow the achievement gap and resulted in significant, measurable improvements in outcomes for St. Vrain Valley students as evidenced by the following:

- Between 2008-09 and 2017-18, four-year graduation rates across all student demographics markedly increased;
- During the same time period, dropout rates decreased for all student categories;
- St. Vrain Valley Schools experienced a sharp decline in suspensions and expulsions;
- Test scores improved across state standardized tests, the American College Test (ACT), and the Scholastic Aptitude Test (SAT);
- Students successfully completed Advanced Placement, International Baccalaureate, and Concurrent Enrollment courses at much higher rates;
- Co-curricular offerings increased earning statewide and national recognition for athletic, arts, STEM and academic accomplishments; and
- St. Vrain Valley Schools demonstrated excellence and advancement in Colorado Department of Education performance frameworks consistently outperforming state averages;

Whereas, the achievements listed above were made possible in large part by the incredible support, engagement, and encouragement of residents, community leaders, business owners, and philanthropic organizations residing and operating within St. Vrain Valley Schools' boundaries;

Whereas, parental involvement and support in St. Vrain Valley Schools has been a key ingredient to the success and advancement of PK-12 educational opportunities within the district;

Whereas, St. Vrain Valley Schools are fortunate to attract and employ highly qualified teachers and staff who apply hard work, dedication, and professional expertise to teaching and empowering students;

Whereas, St. Vrain Valley Schools has distinguished itself as a leader in financial management of public funds for the past decade by receiving consecutive Certificates of Achievement for Excellence in Financial Reporting from both the Government Finance Officers Association and the Association of School Business Officials International:

Whereas, during the 2018 general election, Colorado voters will consider Amendment 73 which, if passed, will significantly increase statewide funding for K-12 public schools;

Whereas, if passed, St. Vrain Valley Schools will direct additional state funding from Amendment 73 toward investing in such areas as outstanding teachers and staff, bolstering safety and security, monitoring student and staff well-being, sustaining cutting-edge technology, designing

curriculum, instruction and assessment tools aligned with state standards, expanding instructional focus schools, and targeting investment to advance student achievement and success.

Whereas, St. Vrain Valley Schools believes that public education is a cornerstone of our society because it creates a foundation from which to develop human potential and create opportunities for future generations;

Whereas, St. Vrain Valley Schools believes that all Colorado children have a constitutional right to an outstanding education and opportunities similar to those that have been afforded to students in the St. Vrain Valley Schools; and

Whereas, the passage of Amendment 73 will increase resources and educational opportunities across all Colorado school districts;

NOW, THEREFORE, be it resolved, that the St. Vrain Valley Schools' Board of Education and the Superintendent of Schools formally endorses Amendment 73 to continue supporting high quality public education for all Colorado students; and

Be it further resolved that a copy of this resolution be delivered to U.S. Senators Michael Bennet and Cory Gardner, U.S. Representatives Jared Polis and Ken Buck, Colorado Governor John Hickenlooper, Colorado State Senators Matt Jones, Kevin Lundberg, John Cooke, Steve Fenberg, and Vicki Marble, and Colorado State Representatives K.C. Becker, Jonathan Singer, Edie Hooton, Matt Gray, Lori Saine, and Mike Foote, the Members of the Colorado Board of Education, the Boulder, Broomfield, Weld, and Larimer County Commissioners, the Mayors, City Council people and Town Trustees for the towns and municipalities of Boulder, Broomfield, Erie, Dacono, Frederick, Firestone, Hygiene, Longmont, Lyons, Mead, Niwot, Peaceful Valley, and Raymond, the Executive Director of the Colorado Association of School Boards, and the Executive Director of the Colorado Association of School Executives.

Dated: September 12, 2018						
	St. Vrain Valley School District RE-1J					
	Robert J. Smith, Board President					
Amory Siscoe, Board Secretary						

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution for the Sale of Bonds

## **RECOMMENDATION**

That the Board of Education adopt a resolution authorizing the issuance of General Obligation Bonds from the voter authorization approved November 8, 2016.

## **BACKGROUND**

On November 8, 2016, the electorate of the St. Vrain Valley School District approved the issuance of \$260.34M in bonds for projects cited as critical needs for the purposes of acquiring, constructing or purchasing school buildings and grounds, enlarging, improving, repairing and making additions to school buildings and equipping schools, and providing other capital assets for District purposes, including repairing and renovating existing school buildings District-wide, enhancing educational, innovative, science, technology, engineering and math programs District-wide.

In November 2016, the District sold \$200M in bonds to fund the initial projects. This resolution allows the District to sell the remaining \$60.34M to fund the remaining projects.

The resolution directs the Chief Financial Officer to proceed with the proposed issuance including, but not limited to, (i) working with George K. Baum & Co. to structure the issuance, (ii) retaining bond counsel to prepare a resolution authorizing the issuance of the bonds, an official statement and related documents, (iii) obtaining a rating on the bonds and/or bond insurance for the bonds, and (iv) taking all steps necessary to issue the bonds.

Once the resolution is approved, the Chief Financial Officer may proceed, on behalf of the District, with accepting the final pricing/sale terms for the bonds based on the restrictions of the ballot question. The Bonds may be sold at any time after the approval by the Board of the resolution, but it is expected that the Bonds will be sold later in September, with a closing in early October 2018.

Greg Fieth, Chief Financial Officer, will be available for guestions.

#### RESOLUTION

BE IT RESOLVED BY THE BOARD OF EDUCATION OF ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J, IN THE COUNTIES OF BOULDER, LARIMER AND WELD AND THE CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO:

- **Section 1. Definitions.** The terms defined in this section shall have the designated meanings for all purposes of this Resolution and of any amendatory or supplemental Resolution, except where the context by clear implication requires otherwise. Other terms may be parenthetically defined elsewhere in this Resolution.
  - A. Act means Title 22, Article 42, C.R.S.
- B. <u>Beneficial Owner</u> means any Person for which a Participant acquires an interest in Bonds.
- C. <u>Board</u> means the Board of Education of the St. Vrain Valley School District No. RE-1J, in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield, State of Colorado.
- D. <u>Bond Fund</u> means the special account in the District's Bond Redemption Fund created by this Resolution for the Bonds issued pursuant to this Resolution and held pursuant to the Custodial Agreement.
- E. <u>Bond Resolution</u> or <u>Resolution</u> means this Resolution of the District which provides for the issuance and delivery of the Bonds subject to the parameters set forth herein and confirmed in the Sale Certificate.
- F. <u>Bonds</u> means the District's General Obligation Bonds, Series 2018, in the aggregate principal amount approved by either the President, the Superintendent or the Chief Financial Officer, as set forth in the Sale Certificate issued pursuant to this Resolution.
- G. <u>Business Day</u> means a day on which banks located in the city in which the Principal Office of the Paying Agent is located are not required or authorized to be closed and on which day the New York Stock Exchange is not closed.
- H. <u>Chief Financial Officer</u> means the Chief Financial Officer of the District, or his or her successor in function.
- I. <u>Code</u> means the Internal Revenue Code of 1986, as amended, as in effect on the date of delivery the Bonds.

- J. <u>Continuing Disclosure Certificate</u> means the Continuing Disclosure Certificate executed by the District on the date of delivery of the Bonds.
- K. <u>Counties</u> means, collectively, Boulder, Larimer and Weld and the City and County of Broomfield, Colorado.
- L. <u>C.R.S.</u> means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.
- M. <u>Custodial Agreement</u> means the Custodial Agreement between the District and the Custodian, as the same may be amended and supplemented from time to time.
- N. <u>Custodian</u> means the custodian of the District's bond redemption fund as specified in the Custodial Agreement, as may be amended from time to time.
- O. <u>Depository</u> means any securities depository as the District may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.
- P. <u>District</u> means the St. Vrain Valley School District No. RE-1J, in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield, State of Colorado.
- Q. <u>DTC</u> means The Depository Trust Company, New York, New York, and its successors and assigns.
- R. <u>Election</u> means an election held within the District on Tuesday, November 8, 2016.
- S. <u>Federal Securities</u> means only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).
- T. <u>Letter of Representations</u> means the blanket issuer letter of representations from the District to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.
- U. <u>Official Statement</u> means the final Official Statement in substantially the form of the Preliminary Official Statement.
- V. <u>Outstanding</u> means, as of any date of calculation, all Bonds executed, issued and delivered by the District except:
- 1. Bonds cancelled by the District, Paying Agent, or Registrar or surrendered to the District or Registrar for cancellation;

- 2. Bonds in lieu of, or in substitution for, which other Bonds shall have been executed, issued and delivered by the District and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful Registered Owners thereof; or
- 3. Bonds deemed to have been paid within the meaning of Section 17 hereof.
- W. <u>Owner or Registered Owner means any person who is the registered owner of any Bond as shown on the registration books kept by the Registrar.</u>
- X. <u>Participant</u> or <u>Participants</u> means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.
- Y. <u>Paying Agent</u> means UMB Bank, n.a., the paying agent for the Bonds, or its successors or assigns.
- Z. <u>Person</u> means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, or other entity.
- AA. <u>Preliminary Official Statement</u> means the Preliminary Official Statement with respect to the Bonds.
- BB. <u>President</u> means the President of the Board, or in his or her absence, the Vice President of the Board.
- CC. <u>Principal Office</u> means the principal office of the Registrar or Paying Agent, as the case may be, as designated in writing by the District.
- DD. <u>Project</u> means the construction projects described in the ballot question approved by the registered electors of the District at the Election and the payment of the costs of issuing the Bonds.
- EE. <u>Purchase Contract</u> means the Bond Purchase Agreement between the District and the Underwriter.
- FF. Record Date means the close of business on the last day of the calendar month (whether or not a Business Day) immediately preceding an interest payment date.
- GG. <u>Registrar</u> means UMB Bank, n.a., or its successors and assigns, acting as registrar for the Bonds.
- HH. <u>Registrar Agreement</u> means the Registrar and Paying Agent Agreement between the District and the Registrar.

- II. <u>Sale Certificate</u> means a certificate executed by any of the President, the Superintendent or Chief Financial Officer dated on or before the date of delivery of the Bonds, setting forth (i) the rates of interest on the Bonds; (ii) the conditions on which and the prices at which the Bonds may be called for redemption; (iii) the existence and amount of any capitalized interest or reserve fund; (iv) the price at which the Bonds will be sold; (v) the aggregate principal amount and denominations of the Bonds; (vi) the amount of principal of the Bonds maturing in any year; and (vii) the dates on which principal and interest will be paid and the first interest payment date; all subject to the parameters and restrictions contained in this Resolution.
- JJ. <u>Secretary</u> means the Secretary of the Board, or in his or her absence, the Assistant Secretary of the Board.
- KK. <u>Special Record Date</u> means a special date fixed by the Registrar to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest.
  - LL. State means the State of Colorado.
  - MM. <u>Superintendent</u> means the Superintendent of the District.
- NN. <u>Supplemental Act</u> means the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.
- OO. <u>Term Bonds</u> means Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.
  - PP. Underwriter means George K. Baum & Company, Denver, Colorado.

## Section 2. Recitals.

- A. The District is a public corporation duly organized and existing under the Constitution and laws of the State.
- B. The District is authorized under Section 11-57-205 of the Supplemental Act to delegate to any member of the issuing authority, chief executive officer, or chief financial officer of the public entity the authority to sign a contract for the purchase of the securities or to accept a binding bid for the securities, such delegation to be effective for one year after adoption of the act of issuance.

- C. At the Election, the Board was authorized to contract general obligation bonded indebtedness on behalf of the District in an aggregate amount not exceeding \$260,340,000, pursuant to the following bond question:
- SHALL ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J DEBT BE INCREASED \$260.34 MILLION, WITH A REPAYMENT COST OF NOT TO EXCEED \$413,514,275 AND SHALL DISTRICT TAXES BE INCREASED NOT MORE THAN \$45,583,025 ANNUALLY, AND SHALL THE EXPENDITURE OF THE PROCEEDS OF SUCH DEBT BE LIMITED TO THE FOLLOWING PURPOSES:
- REPAIR AND RENOVATE EXISTING SCHOOL BUILDINGS DISTRICT-WIDE TO EXTEND THEIR USEFUL LIFE, ADDRESS SAFETY AND SECURITY ISSUES, AND MAKE FACILITIES MORE ENERGY EFFICIENT;
- CLASSROOM ADDITIONS, INFRASTRUCTURE IMPROVEMENTS AND CONSTRUCTING AND EQUIPPING THREE NEW SCHOOL BUILDINGS TO ADDRESS STUDENT GROWTH AND CAPACITY NEEDS DISTRICT-WIDE;
- ACQUIRE AND EQUIP SCHOOL BUILDINGS WITH ENHANCED EDUCATIONAL, INNOVATIVE, SCIENCE, TECHNOLOGY, ENGINEERING AND MATH (STEM) PROGRAM OPTIONS FOR STUDENTS DISTRICT-WIDE;

SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT OF SUCH SERIES, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE DISTRICT MAY DETERMINE, AND SHALL THE MILL LEVY BE INCREASED IN ANY YEAR, WITHOUT LIMITATION OF RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT)?

- D. The District has previously issued general obligation debt in the aggregate principal amount of \$200,000,000 authorized as a result of the Election, leaving \$60,340,000 of authorization remaining as a result of the Election.
- E. Pursuant to Article X, Section 20(4) of the State Constitution, bonds may not be sold on terms which exceed their share of the maximum repayment costs described in the ballot question or in the notice sent to voters.
- F. Pursuant to the ballot issue notice provided to the electors of the District in connection with the Election, the maximum annual repayment cost of general obligation bonds issued pursuant to the bond question approved at the Election may not exceed \$45,583,025 and

the total repayment cost of general obligation bonds issued pursuant to the bond question approved at the Election may not exceed \$413,514,275.

- G. The Board is of the opinion that the District should issue not more than \$60,340,000 of the authorization for the Project as authorized by the voters of the District at the Election.
- H. The District desires to delegate to the President, the Superintendent or the Chief Financial Officer the independent ability to authorize the issuance of Bonds of the District for the purpose of effecting the Project, all subject to the parameters set forth in this Resolution.
- I. The Board has determined, and does hereby determine, that so long as the Bonds are issued within the parameters set forth in Section 5 hereof, the limitations of the Act imposed upon the issuance of the Bonds will have been met prior and that the Project, as may hereafter by approved by the President, Superintendent or Chief Financial Officer, serves a valid and governmental purpose and is necessary, expedient and in the best interests of the District and its taxpayers.
- J. The creation of the indebtedness authorized by this Resolution will not cause the District to exceed the maximum general obligation indebtedness authorized by State law.
- K. The Board has determined, and does hereby determine, that it is necessary and for the best interest of the District that the Bonds now be authorized to be issued and delivered, and the Board hereby determines to use the proceeds of the Bonds authorized by this Resolution to effect the Project.
- L. Section 22-45-103(1)(b), C.R.S. requires that any school district with outstanding bonded indebtedness shall select at least one commercial bank or depository trust company to act as third party custodian to administer the school district's bond redemption fund, which custodian shall be responsible for making payments of principal and interest on a school district's outstanding bonded indebtedness as provided by law.
- M. The District has previously selected the Custodian to act as such third party custodian, and the Custodian is willing to act as Custodian to hold and invest the District's bond redemption fund as provided herein in the Custodial Agreement and make payments of principal and interest on the District's outstanding bonded indebtedness from available funds in the Bond Fund as provided by law.

- N. There is on file in the District offices the proposed forms of the following documents, with such changes as hereinafter approved by the President, Superintendent or Chief Financial Officer: (i) the Purchase Contract; (ii) the Registrar Agreement; (iii) the Preliminary Official Statement; and (iv) the Continuing Disclosure Certificate.
- **Section 3.** Ratification. All action not inconsistent with the provisions of this Resolution heretofore taken by the Board and the officers of the District directed toward effecting the Project and the sale and issuance of the Bonds for such purposes be, and the same is hereby ratified, approved and confirmed.

## Section 4. <u>Authorization of Bonds; Delegation.</u>

- A. In accordance with the Constitution and laws of the State and the provisions of this Resolution, and for the purpose of defraying the cost of the Project, the District hereby authorizes the issuance of the Bonds as set forth in the Sale Certificate, in the aggregate principal amount provided in the Sale Certificate, subject to the parameters and restrictions contained in this Resolution.
- B. Section 11-57-204 of the Supplemental Act provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the provisions of the Supplemental Act to the Bonds.
- C. Section 11-57-205 of the Supplemental Act provides that a public entity may delegate to any member of the issuing authority, chief executive officer, or chief financial officer of the public entity the authority to sign a contract for the purchase of the securities or to accept a binding bid for the securities, such delegation to be effective for one year after adoption of the act of issuance. The Board hereby delegates and authorizes any of the President, the Superintendent or the Chief Financial Officer the authority, for one year from the date of this Resolution, to determine whether it is in the best interest of the District to issue the Bonds, to independently execute and deliver the Sale Certificate with respect to the Bonds, and to make and approve the final determinations contained therein for the Bonds, subject to the parameters and restrictions of this Resolution. Any of the President, the Superintendent or the Chief Financial Officer is hereby authorized to determine if obtaining municipal bond insurance with respect to the Bonds is in the best interests of the District, and if so, to select a bond insurer to issue a

municipal bond insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment.

## Section 5. <u>Bond Details</u>.

- A. The Bonds shall be issued in fully registered form (i.e., registered as to payment of both principal and interest) initially registered in the name of Cede & Co. as nominee for DTC, as Depository for the Bonds. The Bonds shall be dated as of their date of delivery, and shall be issued in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond may be issued for more than one maturity and interest rate).
- B. The Bonds shall mature, be payable, bear interest (computed on the basis of a 360-day year of twelve 30-day months) payable to the Registered Owners of such Bonds from their date to maturity or prior redemption, be subject to redemption, and be sold, all as provided in the Sale Certificate; subject to the following parameters and restrictions.
  - (i) the Bonds shall mature no later than December 15, 2050;
  - (ii) the aggregate principal amount of the Bonds shall not exceed \$60,340,000;
- (iii) the Bonds shall be subject to optional redemption at such time or times as required by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 103%;
- (iv) the maximum annual and total repayment cost of the Bonds, when combined with the prior bonds authorized pursuant to the Election, shall not exceed the amounts authorized at the Election;
- (v) the purchase price of the Bonds shall not be less than 98% of the original principal amount of such Bonds; and
- (vi) the issuance of the Bonds shall not cause the District to exceed its statutory debt limitations at the time of issuance or the amounts set forth in the ballot question approved at the Election.
- C. The principal of and premium, if any, on any Bond shall be payable to the Registered Owner thereof as shown on the registration books kept by the Registrar upon maturity or prior redemption of the Bonds and upon presentation and surrender at the Principal Office. If any Bond shall not be paid upon such presentation and surrender at maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of

interest on any Bond shall be made to the Registered Owner thereof by check, draft or wire, sent by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the Registered Owner thereof at his or her address as it last appears on the registration books kept by the Registrar on the Record Date; but, any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof on the Record Date and shall be payable to the Person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration books on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Registered Owner of such Bond and the Paying Agent (provided, however, that neither the District nor the Custodian shall not be required to make funds available to the Paying Agent prior to the dates specified in the Registrar Agreement). All such payments shall be made in lawful money of the United States of America, without deduction for services of the Registrar or Paying Agent.

D. The District hereby directs the Paying Agent to comply with the provisions of Section 22-41-110, C.R.S., and the State Treasurer's Policy Concerning the Timely Payment of School District Obligations in order to assure that the principal of and interest on the Bonds are paid when due. In the event the District determines that it will not, or in the event the District does not have sufficient funds on hand to make a principal or interest payment on the Bonds, the District hereby agrees to notify the State Treasurer and the Paying Agent.

### Section 6. Prior Redemption.

- A. The Bonds are subject to redemption prior to maturity at the option of the District as provided in the Sale Certificate.
- B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts, and at the prices set forth in the Sale Certificate. On or

before the thirtieth day prior to each sinking fund payment date, the Registrar will proceed to call the Term Bonds (or any Term Bond or Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 15, and give notice of such call without further instruction or notice from the District.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the District may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the District on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The District will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) above are to be availed with respect to such sinking fund payment. Failure of the District to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this Section.

- C. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.
- D. Notice of any prior redemption shall be given by the Paying Agent in the name of the District by sending a copy of such notice by first-class, postage prepaid mail, electronic means, or such other means as may be required by the Depository, not more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds.

All official notices of redemption shall be dated and shall state:

- 1. CUSIP numbers of Bonds to be redeemed;
- 2. the redemption date;
- 3. the redemption price;
- 4. if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;
- 5. that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- 6. the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

On or prior to any redemption date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any depository holding the Bonds but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this section, any notice of optional redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 7. Execution and Authentication. The Bonds shall be executed in the name of and on behalf of the District and signed by the manual or facsimile signature of the President, sealed with a manual or facsimile impression of the seal of the District and attested by the manual or facsimile signature of the Secretary. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the District (subject to the requirement of authentication by the Registrar as hereinafter provided) notwithstanding that before the delivery of the Bonds or before the issuance of the Bonds upon transfer or exchange, any or all of the persons whose facsimile signatures appear on the Bonds shall have ceased to fill their respective offices. The President and Secretary may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds. At the time of the execution of the signature certificate, the President and Secretary may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or representative of the Registrar, but it shall not be necessary that the same officer or representative sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to the provisions of this Resolution.

#### Section 8. Registration, Transfer and Exchange of Bonds.

A. Subject to Section 9 hereof, books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bond at the Registrar,

duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Principal Office for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds which the Registered Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with exchanges or transfers of Bonds which charges (as well as any tax or other governmental charge required to be paid with respect to such transfer) shall be paid by the Owner of any Bond requesting such exchange or transfer.

- B. The Registrar shall not be required (1) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period beginning at the opening of business 15 days next preceding the mailing of notice calling any Bonds for prior redemption as herein provided or (2) to transfer or exchange all or a portion of a Bond after the mailing of notice calling such Bond or portion thereof for prior redemption, except for the unredeemed portion of Bonds being redeemed in part.
- C. The Person in whose name any Bond shall be registered, on the registration books kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest to the Owners of the Bonds as is provided in Section 5 hereof; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.
- D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned.

If such lost, stolen, destroyed or mutilated Bond shall have matured or is about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

- E. The officers of the District are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.
- F. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the District.

## Section 9. <u>Book Entry.</u>

- A. Notwithstanding any contrary provision of this Resolution, the Bonds initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of such maturity and interest rate. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for DTC, the Depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:
- 1. to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or
- 2. upon the resignation of DTC or a successor or new depository under clause (1) or this clause (2) of this paragraph A, or a determination by the Board that DTC or such successor or a new Depository is no longer able to carry out its functions, and the designation by the Board of another Depository acceptable to the Board and to the Depository then holding the Bonds, which new Depository must be both a "clearing corporation" as defined in Section 4-8-102(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor new depository; or
- 3. upon the resignation of DTC or a successor or new Depository under clause (1) or clause (2) of this paragraph A, or a determination of the Board that DTC or such successor or Depository is no longer able to carry out its functions, and the failure by the Board, after reasonable investigation, to locate another Depository under clause (2) to carry out such Depository functions.

- B. In the case of a transfer to a successor of DTC or its nominee as referred to in clause (1) of paragraph A hereof, upon receipt of the outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new Depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified Depository for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.
- C. The Board and the Registrar shall be entitled to treat the Registered Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Board and the Registrar shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Bonds held by DTC or any successor or new Depository named pursuant to paragraph A hereof.
- D. The Board and the Registrar shall endeavor to cooperate with DTC or any successor or new Depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the Depository on the date they are due.
- E. Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the District to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Registrar prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

**Section 10.** <u>Uniform Commercial Code</u>. The Owner or Owners of the Bonds shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code – Investment Securities. The Bonds shall constitute the general obligations of the District and the full faith and credit of the District shall be, and hereby is, pledged to the payment thereof.

Section 11. Form of Bond, Certificate of Authentication and Registration

Panel. The form of Bond, the Registrar's certificate of authentication, the form of assignment, and the prepayment panel shall be in substantially the following forms:

#### (Form of Bond)

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

# UNITED STATES OF AMERICA STATE OF COLORADO COUNTIES OF BOULDER, LARIMER, AND WELD AND THE CITY AND COUNTY OF BROOMFIELD

# ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J GENERAL OBLIGATION BOND, SERIES 2018

\$

No. CI- \_\_\_\_

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
% per annum	December 15, 20		
REGISTERED OWNER:	CEDE & CO.		
PRINCIPAL AMOUNT:			DOLLARS
On the faith,	credit and behalf of the St. Vr	ain Valley School District	RE-1J, in the
Counties of Boulder, Larime	er and Weld and the City and C	County of Broomfield, Stat	te of Colorado
(the "District"), the Board	of Education of the District (	the "Board") hereby ackr	nowledges the
District indebted and promi	ises to pay to the Registered	Owner specified above,	or registered
assigns, the Principal Amour	nt specified above, on the Mati	urity Date specified above	(unless called
for earlier redemption), int	erest thereon payable on Jun	ne 15 and December 15	in each year
commencing on,	at the Interest Rate per annum	specified above, until the	principal sum
is paid or payment has been	provided therefor. This Bon	d bears interest (compute	d on the basis
of a 360-day year of twelve	30-day months) payable to th	e Registered Owner at the	e Interest Rate

specified above from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond.

This Bond is one of an authorized series of Bonds issued pursuant to a resolution of the Board adopted on September 12, 2018 (the "Bond Resolution"). This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Bond Resolution and the Sale Certificate executed by any of the President, the Superintendent or the Chief Financial Officer prior to the delivery of the Bonds. To the extent not defined herein, terms used herein are used as defined in the Bond Resolution.

#### [INSERT REDEMPTION PROVISIONS].

Reference is made to the Bond Resolution and to all resolutions supplemental thereto, with respect to the nature and extent of the security for the Bonds, rights, duties and obligations of the District, the rights of the Owners of the Bonds, the rights, duties and obligations of the Paying Agent and Registrar, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Bond Resolution, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

The Bonds of the series of which this is one are issued by the District, upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the costs of the Improvement Project, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, Title 22, Articles 42, Colorado Revised Statutes, an election held within the District on November 8, 2016, and pursuant to the Bond Resolution of the Board duly adopted and made a law of the District prior to the issuance of this Bond. The Bonds are also issued pursuant to Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officers of the District in the issuance of this Bond; that the total indebtedness of the District, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of Colorado; and that provision has been made for the levy and collection of annual taxes sufficient to pay the interest on and the principal of this Bond when the same become due.

The full faith and credit of the District are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Board of Education of the St. Vrain Valley School District RE-1J, in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield, State of Colorado, has caused this Bond to be signed and executed on behalf of the District by the manual or facsimile signature of its President and to be subscribed and attested with the manual or facsimile signature of its Secretary and with a manual or facsimile impression of the seal of the District affixed hereto, as of the date specified above.

(Manual or Facsimile Signature)

President, Board of Education
St. Vrain Valley School District RE-1J, in the
Counties of Boulder, Larimer and Weld and
the City and County of Broomfield,
State of Colorado

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)

Secretary, Board of Education St. Vrain Valley School District RE-1J, in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield, State of Colorado

(End of Form of Bond)

# (Form of Registrar's Certificate of Authentication)

Date of authentication and registration:	
This is one of the Bonds described in the within-mentioned Bond Resolution,	and
this bond has been duly registered on the registration books kept by the undersigned as Regis	trar
for such Bonds.	
UMB BANK, N.A., as Registrar	
By	
(End of Form of Registrar's Certificate of Authentication)	

# (Form of Assignment)

For value received, the undersigned hereby sells, assigns and t	transfer	unto
the within bond and hereby irrevocably constitutes	and app	oints
attorney, to transfer the same on the books of the Regis	trar, wit	h ful
power of substitution in the premises.		
Dated:		
Signature Guaranteed:		
Signature must be guaranteed by a member of a Medallion Signature Program.		
Address of Transferee:		
Social Security or other tax identification number of transferee:		

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

# EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

# (Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Resolution authorizing the issuance of this bond.

Date of Prepayment	Signature of Principal Authorized Representative Prepaid of the Depository		
	_		

(End of Form of Prepayment Panel)

Section 12. <u>Delivery of Bonds</u>. When the Bonds have been duly executed and authenticated, they will be delivered to the Underwriter on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of "Cede & Co.," as nominee of DTC. The funds realized from the sale of the Bonds shall be applied solely to defray the costs of the Project, and for no other purposes whatsoever. The Underwriter shall in no manner be responsible for the application or disposal by the District, or any of its officers, of any of the funds derived from the sale of the Bonds.

Section 13. <u>Disposition of Bond Proceeds</u>. The net proceeds of the Bonds shall be applied by the District solely for the payment of the costs of the Project. After adequate provision therefor is made, any unexpended proceeds shall be deposited in the "St. Vrain Valley School District RE-1J, in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield, State of Colorado, General Obligation Bonds, Series 2018" (the "Bond Fund") held by the Custodian pursuant to the Custodial Agreement.

#### **Section 14.** Payment of Principal and Interest -- Tax Levy.

A. The interest and principal, if any, falling due on the Bonds prior to the time when sufficient proceeds of a levy therefor are available shall be paid out of the general revenues of the District or other moneys available therefor. For the purpose of reimbursing any such general revenues so used for principal and interest and to meet the principal and interest payments accruing thereafter, as the same shall become due, there shall be levied by the Boards of County Commissioners of the Counties, on all taxable property in the District, in addition to all other taxes, direct annual taxes unlimited as to rate and in an amount sufficient to pay principal and interest on the Bonds when due, promptly as the same respectively become due. The taxes when collected shall be deposited in the Bond Fund, to be applied solely for the purpose of the payment of interest and principal on the Bonds, and for no other purpose whatever, until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied, and discharged; the District may apply any other funds that may be in the treasury of the District and available for that purpose to the payment of interest or principal as the same respectively become due, and to that extent the levy or levies herein provided for may thereupon be diminished. The levies may also be diminished to the extent that funds are not needed as a result of prior redemption in accordance with the terms of this Resolution.

Said direct annual taxes levied to pay said principal and interest shall be in addition to any and all other taxes levied to effect the purposes of the Counties or the District. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the District to levy ad valorem taxes on property within the District, without limitation of rate and in an amount sufficient to pay the principal of and interest on the Bonds when due. Any changes in the boundaries of the District subsequent to the delivery of the Bonds shall be effected in such a manner as to fully preserve and protect the rights of the owners of the Bonds.

It shall be the duty of the Board annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of taxes; and the Board shall require the officers of the District to levy, extend and collect such taxes on property within the District, in the manner provided by law for the purpose of creating a fund for the payment of the principal of the Bonds and the interest accruing thereon. Such taxes, when collected, shall be kept for and applied only to the payment of the interest and principal of the Bonds as hereinbefore specified.

B. The foregoing provisions of this Resolution and the Sale Certificate are hereby declared to be the certificate of the Board to the Boards of County Commissioners of the Counties, showing the aggregate amount of taxes to be levied by the Boards of County Commissioners from time to time, as required by law, for the purpose of paying the principal of the bonded indebtedness and the interest thereon as the same shall hereafter accrue.

# Section 15. <u>Covenants with Registered Owners.</u>

A. The District covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the District or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would cause interest on the Bonds to lose

its exclusion from Colorado taxable income and Colorado alternative minimum taxable income under present state law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the District in fulfilling the above covenant under the Code have been met.

- B. The District also covenants for the benefit of each Owner that it will annually prepare or cause to be prepared a budget and an audit report, will annually file or cause to be filed with the appropriate State agency a copy of the adopted budget, the appropriation resolution and audit report, all in accordance with State law.
- C. The District covenants that it will not take any action or fail to take any action which action or failure to act would release any property which is included within the boundaries of the District at any time from liability for the payment of direct annual taxes levied by the District for the payment of the principal or interest on the Bonds.
- D. The District covenants for the benefit of the Owners, including Beneficial Owners, that it will comply with the Continuing Disclosure Certificate which will be executed by District officers in connection with the delivery of the Bonds.
- E. The District covenants that it will comply with the provisions of the Custodial Agreement.

**Section 16.** <u>Investment of Funds</u>. Any of the proceeds of the Bonds or moneys in any fund or account may be deposited, invested or reinvested in any manner permitted by law. Such deposits or investments shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund in question.

**Section 17. Defeasance.** If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this Resolution and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the District shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 6 hereof notice of redemption of such Bond on

said redemption date, such notice to be given in accordance with the provisions of Section 6 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the District shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 6 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of and interest due on said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest due on said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Resolution, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the District under this section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services

rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this section with respect to all Bonds Outstanding, this Resolution may be discharged in accordance with the provisions of this section but the liability of the District in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 18. **<u>Direction to Take Authorizing Action.</u>** The President, Secretary, and the officers of the District be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution including without limiting the generality of the foregoing: the original or additional printing of the Bonds in such quantities as may be convenient, the procuring of bond insurance, if any, qualification of the Bonds for registration with a securities depository, the execution of such certificates as may reasonably be required by the Underwriter, including without limitation certificates relating to the execution of the Bonds, the preparation of the report to the State Department of Education required by Section 22-42-125, C.R.S. (said report to be filed within the time established by statute), the tenure and identity of the District officials, the assessed valuation and indebtedness of the District, the rate of taxes levied against taxable property within the District, the delivery of the Bonds, the expectations of the District with respect to the investment of the proceeds of the Bonds, the receipt of the purchase price and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes, and the District's undertaking to provide continuing financial and other disclosure in accordance with the Continuing Disclosure Certificate.

The President, the Superintendent or Chief Financial Officer are hereby independently authorized and directed to execute and deliver the Sale Certificate and to determine and approve the final determinations contained therein for the Bonds.

**Section 19.** Approvals, Authorizations, and Amendments. The forms of the Registrar Agreement, the Purchase Contract, and the Continuing Disclosure Certificate are hereby approved. The District shall enter into and perform its obligations under the Registrar Agreement,

and the Continuing Disclosure Certificate, in the forms of each of such documents as on file with the District, with only such changes therein as are not inconsistent herewith. The President is hereby authorized and directed to execute the Registrar Agreement and the Continuing Disclosure Certificate. The Secretary is hereby authorized to attest and to affix the seal of the District to the Resolution, and the Registrar Agreement, and the President and Secretary are further authorized to execute, attest, seal and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

Any one of the President, the Superintendent or the Chief Financial Officer has the authority to accept any proposal of the Underwriter to purchase the Bonds and to execute the Purchase Contract and the Sale Certificate in connection therewith, as well as the authority to make determinations in relation to the Bonds contained in the Sale Certificate subject to the parameters and restrictions contained in Section 5 of this Resolution. Further the President, the Superintendent or the Chief Financial Officer are hereby independently authorized to execute and deliver a commitment for the issuance of a municipal bond insurance policy by a bond insurer on the Bonds, if any, and enter into any related documents or agreements subject to the Supplemental Act to secure the payment of principal of and interest on the Bonds.

The proper officers of the District are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the District relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the District herein authorized shall be conclusive evidence of the approval by the District of such instrument in accordance with the terms hereof.

Section 20. Successor Registrar or Paying Agent. The Registrar or Paying Agent may resign at any time on 30 days' prior written notice to the District. The District may remove said Registrar or Paying Agent upon 30 days' prior written notice to the Registrar and/or Paying Agent, as the case may be. No resignation or removal of the Registrar or Paying Agent shall take effect until a successor has been appointed; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. If the Registrar or Paying Agent initially appointed shall resign, or if the District shall remove said Registrar or Paying Agent, the District may, upon notice mailed to each Registered Owner of any Bond, at the address last shown on the registration books or by electronic means to DTC or its successors, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareowners' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$10,000,000 or shall be an officer of the District. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the District shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any company or national banking association into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar or Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 21. Official Statement. The distribution and use of the Preliminary Official Statement, with such changes as are hereafter approved by the Superintendent or the Chief Financial Officer is in all respects hereby ratified, approved and confirmed. The Underwriter is authorized to prepare or cause to be prepared, and the President is authorized and directed to approve, on behalf of the District, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President shall be conclusively deemed to evidence the approval of the form and contents thereof by the District.

## Section 22. <u>Contract with Bondholders.</u>

- A. After any of the Bonds have been issued, this Resolution shall constitute a contract between the District and the holder or holders of the Bonds and shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged.
- B. The District may, without the consent of or notice to the Owners, adopt one or more resolutions supplemental hereto, which supplemental resolutions shall thereafter form a part hereof, for any one or more of the following purposes:
- 1. To cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Resolution, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Resolution, or to make any provisions for any other purpose if, in each case, such provisions are necessary or desirable and do not materially adversely affect the interests of the Registered Owners;
- 2. To pledge additional revenues, properties or collateral as security for the Bonds;
- 3. To grant or confer upon the Registrar for the benefit of the Registered Owners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners; or
  - 4. To qualify this Resolution under the Trust Indenture Act of 1939.
- C. Except for amendatory or supplemental resolutions adopted pursuant to paragraph B hereof, the Owners of not less than two-thirds (2/3) in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the adoption by the District of such resolutions amendatory or supplemental hereto as shall be deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided however, that without the consent of the Owners of all the Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:
- 1. a change in the terms of the maturity of any Bond, in the principal amount of any Bond or the rate of interest thereon, the dates of payment of principal and interest, or in the terms of prior redemption of any Bond;

- 2. an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due;
- 3. a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or
- 4. a reduction in the percentage in principal amount of the Bonds the consent of whose Owners is required for any such amendatory or supplemental resolution.

If, at any time, the District shall desire to adopt an amendatory or supplemental resolution for any of the purposes of this paragraph C, the District shall cause notice of the proposed adoption of such amendatory or supplemental resolution to be given by mailing such notice by certified or registered first-class mail to the Underwriter and to each Owner at the address shown on the registration books of the Registrar or by electronic means to DTC or its successors, at least thirty days prior to the proposed date of adoption of any such amendatory or supplemental Such notice shall briefly set forth the nature of the proposed amendatory or supplemental resolution and shall state that copies thereof are on file at the offices of the District or some other suitable location for inspection by all Owners. If, within sixty days or such longer period as shall be prescribed by the District following the giving of such notice, the Owners of not less than the required percentage in aggregate principal amount of the Bonds then outstanding at the time of the execution of any such amendatory or supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the District from adopting the same or from taking any action pursuant to the provisions thereof.

Section 23. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the District, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the District, except for any general obligation indebtedness of the District currently outstanding or any general obligation indebtedness hereafter issued. The lien of such pledge shall

be valid, binding, and enforceable as against all Persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such Persons have notice of such liens.

Section 24. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Section 25. Bond Insurer as Owner**. So long as the issuer of a municipal bond insurance policy, if any, is not then in default under such bond insurance policy, any bond insurer shall be deemed to be the Owner of all Bonds insured by it for purposes of exercising remedies, waiving defaults, or granting consents pursuant to this Bond Resolution.

Section 26. <u>Conclusive Recital.</u> Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 27. <u>Limitation of Actions</u>. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the District in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Resolution, shall be commenced more than thirty days after the authorization of the Bonds.

Section 28. Registration with Clerk and Recorder. Pursuant to Section 22-42-121, C.R.S., the Bonds, after their execution but before their delivery, shall first be registered (on a collective, not an individual, basis) by the Boulder Clerk and Recorder, being the County wherein the District headquarters is situated, such recording to be in the book kept for that purpose and to consist of a notation of the name of the District and the amount, date of issuance and maturity, and rate of interest of the Bonds. A certified copy of this Resolution, constituting a request and order, duly made and entered of record, shall be furnished to the Boulder County Clerk and Recorder of Boulder County and thereupon it shall be his or her duty to make such registration.

There is hereby appropriated out of any funds of the District available for that purpose the amount of the Boulder County Clerk and Recorder's registration fee, which fee shall be paid to the Boulder County Clerk and Recorder.

**Section 29.** Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section 30.** Repealer. All acts, orders, and resolutions and parts thereof, in conflict with this Resolution be, and the same hereby are, rescinded.

Section 31. <u>Holidays</u>. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Registrar and Paying Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest shall accrue for the period after such nominal date.

**Section 32.** <u>Limitation on Actions</u>. Pursuant to Section 22-42-129, C.R.S., no action shall be brought questioning the legality of the Bonds or any resolution, proceeding, or contract in connection with the Bonds on and after thirty days from the effective date of this Resolution.

Section 33. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption.

# PASSED, ADOPTED, AND APPROVED this September 12, 2018.

	Robert J. Smith, President	
	Board of Education	
(SEAL)		
Attest:		
Amory Siscoe, Secretary		
Board of Education		

STATE OF COLORADO	)
COLINITIES OF BOLLI DED. LADIMED	)
COUNTIES OF BOULDER, LARIMER	)
AND WELD AND THE CITY AND COUNTY OF BROOMFIELD	)22
OF BROOMFIELD	)
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J	)

I, Amory Siscoe, the duly qualified and acting Secretary of St. Vrain Valley School District RE-1J (the "District"), in the Counties of Boulder, Larimer and Weld and the City and County of Broomfield and State of Colorado, do hereby certify:

- 1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") introduced at a regular meeting of the Board of Education of the District (the "Board") on September 12, 2018.
- 2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of September 12, 2018, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Robert J. Smith, President				
Joie Siegrist, Vice President				
Paula Peairs, Treasurer				
Amory Siscoe, Secretary				
John Ahrens, Assistant Secretary				
Dr. Richard Martyr, Member				
Karen Ragland, Member				

- 3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.
- 4. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.
- 5. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on September 12, 2018, which notice was posted in one place within the District at least 24 hours

before such meeting and which notice included agenda information, if available, as provided by law.

6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District, this September 12, 2018.

Amory Siscoe, Secretary of the Board of Education

(SEAL)

# EXHIBIT A

(Attach Notice of Meeting)

#### **MEMORANDUM**

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Update of Vendors Providing Purchased Services

### RECOMMENDATION

That the Board of Education approve the following vendors who are anticipated to provide purchased services over \$100,000 during Fiscal Year 2019.

Vendor Name	Services Provided	Pricing Method	FY19 Est. Purchases	FY18 Total Purchases
Boulder County	School Resource			
Sheriff's Department	Officers	Contract	\$150,000.00	\$50,960.00
	School Resource			
Town of Frederick	Officers	Contract	\$225,000.00	\$45,487.00

#### **BACKGROUND**

This updated information is presented in an effort to streamline the District's policy requirement that the Board approve all vendors to whom the District pays over \$100,000 in a single fiscal year, per Board Policy DJ/DJA – Purchasing/Purchasing Authorization. This is specifically to address vendors who provide goods/services that are not competitively bid, competitive bids that are extended into a new fiscal year, or FY19 newly awarded contracts.

#### **MEMORANDUM**

DATE: September 12, 2018

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Board Reports

# **PURPOSE**

To provide the Board of Education with the opportunity to share recognitions.

# **BACKGROUND**

Board members will have the opportunity to share recognitions, commendations of staff/students, committee reports and events they have attended.