

January 8, 2025

Karen Ragland, President, Board of Education  
Dr. Don Haddad, Superintendent of Schools

Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501

#### **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**

- Jim Berthold, Vice President
- Meosha Brooks, Member
- Jocelyn Gilligan, Treasurer
- Sarah Hurianek, Secretary
- Geno Lechuga, Member
- Karen Ragland, President
- Jackie Weiss, Assistant Secretary

#### **PUBLIC COMMENT PROCESS**

*The Board of Education values community perspectives and the feedback from our parents, teachers, staff and community. During Board Meetings, the Board will hear up to 30 minutes of public comment on non-agenda items and 30 minutes of public comment on agenda-specific items.*

- Each person is limited to three minutes of public comment
- The manner of your comments must be appropriate for the business meeting of the board.
- If you are speaking to a non-agenda item, you must limit your remarks to matters of public concern about the district.
- Concerns about the day-to-day operations of the district should first be referred through the proper administrative channels before it is presented to the board.

**Learn more at <http://stvra.in/publiccomment>**

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

6:00 pm Regular Business Meeting

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

#### **3. VISITORS:**

Unified Program Presentation  
FY25 Fall Athletics Recognition

#### **4. AUDIENCE PARTICIPATION:**

#### **5. SUPERINTENDENT'S REPORT:**

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

6.1. Board of Education Recognition Month Resolution

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

- 7.1. Approval: Staff Terminations/Leaves
- 7.2. Approval: Staff Appointments
- 7.3. Approval: Minutes for the December 11, 2024 Study Session and December 11, 2024 Regular Meeting
- 7.4. Approval: Designated Posting Locations for Notice of 2025 St. Vrain Valley Board of Education Meetings
- 7.5. Approval: Recommendation to Hire Executive Director of Human Resources
- 7.6. Approval: Raw Water Fee for St. Vrain Community Montessori School
- 7.7. Approval: Fee Adjustment to Design Consultant Contract with Cuningham Group Architecture for the New PK-8 Project

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- 7.8. Approval: Change Order to General Contractor Contract for the Vance Brand Auditorium Rigging Replacement Project
- 7.9. Approval: Contract Award for Silver Creek High School Marquee Sign Project
- 7.10. Approval: Contract Award for Longmont Estates Elementary School Marquee Sign Project
- 7.11. Approval: Ditch Oversight and License Agreement with Boulder and Weld County Ditch Company at the New High School Site

**8. ACTION ITEMS:**

**9. DISCUSSION ITEMS:**

**10. ADJOURNMENT:**

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

|                       |                                |
|-----------------------|--------------------------------|
| Wednesday, January 15 | 6:00 - 8:00 pm Study Session   |
| Wednesday, January 22 | 5:15 - 5:45 pm Study Session   |
| Wednesday, January 22 | 6:00 - 8:00 pm Regular Meeting |

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Resolution Proclaiming January 2025 as Board of Education Recognition Month  
Strategic Priority – High Functioning School Board

### PURPOSE

For administration to recognize the Board of Education with a resolution proclaiming January 2025 Board of Education Recognition Month.

### BACKGROUND

The administration of the St. Vrain Valley School District is very proud of the work that our Board members do, and the role that they play in creating a quality public education system that is fundamental to a strong democratic society. We would like to show our appreciation by proclaiming January 2025 as School Board Recognition Month, and urge all citizens to recognize the dedication and hard work of our Board of Education members.

## **NATIONAL SCHOOL BOARD RECOGNITION MONTH PROCLAMATION**

WHEREAS, these are challenging times for public education and for the work of local school board members; and,

WHEREAS, school boards are responsible for putting into place a system for students to learn and achieve at the highest level possible; and,

WHEREAS, excellence in the classroom begins with excellence in the board room; and,

WHEREAS, the key work of school boards includes taking action to create a vision for what students should know and be able to do; to establish clear standards for student performance; to ensure that student assessments are tied to established standards; to be accountable to the community for operating schools that support student achievement; to align school district resources to ensure that students meet standards; to create a climate assuring safe and orderly classrooms; to build collaborative relationships to solve common problems; and to ensure continuous improvement; and,

WHEREAS, we are proud of the work school boards do and the role school board members play in creating a quality public education system that is fundamental to a strong democratic society;

NOW, THEREFORE, we, the St. Vrain Valley School District, do hereby declare our appreciation to the members of the St. Vrain Valley School District Board of Education and proclaim the month of January 2025 to be

### **SCHOOL BOARD RECOGNITION MONTH**

We urge all citizens to join us in recognizing the dedication and hard work of our Board of Education members in empowering students to learn, challenging students to achieve and inspiring students to excel.

|            | NAME   | POSITION                            | LOCATION                    | LEAVE OF ABSENCE | SEPARATION RESIGNATION RETIREMENT |
|------------|--|-------------------------------------|-----------------------------|------------------|-----------------------------------|
|            | <b>ADMINISTRATIVE/PROFESSIONAL/TECHNICAL</b> |                                     |                             |                  |                                   |
| 11/14/2024 | Quirk, Meghan                                | Assistant Principal                 | Soaring Heights PK-8        | X                |                                   |
| 12/10/24   | Tallman, LuAnn                               | Principal                           | Central ES                  | X                |                                   |
|            |  |                                     |                             |                  |                                   |
|            | <b>LICENSED</b>                              |                                     |                             |                  |                                   |
| 12/20/24   | Baskin, Aaron                                | Counselor                           | Silver Creek HS             |                  | X                                 |
| 12/20/24   | Echohawk, Tobin                              | Physical Education Teacher          | Erie HS                     |                  | X                                 |
| 12/9/24    | Elsen, Erin                                  | Literacy Teacher                    | Trail Ridge MS              | X                |                                   |
| 12/11/24   | Felix, Ana                                   | Kindergarten Bilingual Teacher      | Timberline PK-8             | X                |                                   |
| 2/19/25    | Herman, Kirsten                              | Social Studies Teacher              | Silver Creek HS             | X                |                                   |
| 11/20/24   | Herman, Lisa                                 | Math Teacher                        | Sunset MS                   | X                |                                   |
| 02/18/2025 | Lawley, Katelyn                              | Art Teacher                         | Mead HS                     | X                |                                   |
| 12/20/24   | Mackie, Hannah                               | Speech/Language Pathologist         | Student Assistance Services |                  | X                                 |
| 11/18/24   | Mault, Amber                                 | 5th Grade Teacher                   | Longmont Estates ES         | X                |                                   |
| 1/21/25    | Moore, Lillian                               | Art Teacher                         | Erie HS                     | X                |                                   |
| 12/20/24   | Myers, Michael                               | Instrumental Music Teacher          | Skyline HS                  | X                |                                   |
| 12/2/24    | Pickett, Amanda                              | 2nd Grade Teacher                   | Mead ES                     | X                |                                   |
| 1/6/25     | Springstead, Michele                         | Registered Nurse                    | Student Assistance Services | X                |                                   |
| 1/20/25    | Tangora, Brittany                            | Math Teacher                        | Mead HS                     | X                |                                   |
| 1/6/25     | Tattershall, Chelsea                         | Math Teacher                        | Coal Ridge MS               | X                |                                   |
| 12/20/24   | Tisdell, Angela                              | 2nd Grade Teacher                   | Grand View ES               |                  | X                                 |
| 1/16/25    | Winslow, Philip                              | Counselor                           | Longmont HS                 | X                |                                   |
| 12/20/24   | Woodley, Jill                                | Math Teacher                        | Timberline PK-8             |                  | X                                 |
|            |  |                                     |                             |                  |                                   |
|            | <b>CLASSIFIED</b>                            |                                     |                             |                  |                                   |
| 11/20/24   | Adams, Sarah                                 | Preschool Para                      | Grandview ES                | X                |                                   |
| 12/19/24   | Ailey, Kenneth                               | Campus Supervisor                   | Erie HS                     |                  | X                                 |
| 12/19/24   | Bozzay, Bruce                                | Nutrition Services Kitchen Manager  | Nutrition Services          |                  | X                                 |
| 12/18/2024 | Chartier, Deanna                             | Specialized Program Para            | Soaring Heights PK-8        |                  | X                                 |
| 12/19/24   | Clements, James                              | Electrical Technician               | Operations                  | X                |                                   |
| 12/19/24   | Dominguez, Leticia                           | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |
| 12/19/24   | Espinoza, Pablo                              | Repairer- Facilities                |                             |                  | X                                 |
| 11/19/24   | Gomez, Valerie                               | Bus Assistant - SpEd                | Transportation              |                  | X                                 |
| 12/19/24   | Hayden, Gwen                                 | Bus Assistant - SpEd                | Transportation              |                  | X                                 |
| 1/7/25     | Hernandez, Luis                              | Bus Driver                          | Transportation              |                  | X                                 |
| 12/19/24   | Koh, EeWah                                   | Specialized Program Para            | Prairie Ridge ES            |                  | X                                 |
| 2/5/25     | Meuse, Atsuko                                | Nutrition Services Worker           | Nutrition Services          | X                |                                   |
| 12/18/24   | Miller, Kristin                              | Specialized Program Para            | Eagle Crest ES              | X                |                                   |
| 12/13/24   | Mirabal, Dominic                             | Custodian                           | Mead ES                     |                  | X                                 |
| 12/9/24    | Pio-Ramos, Sandra                            | Bus Driver                          | Transportation              | X                |                                   |
| 12/19/24   | Popham, Tara                                 | Child Care Director                 | Community Schools           |                  | X                                 |
| 12/16/24   | Reaume, Mary Ellen                           | Special Education Para              | Lyons M/S                   | X                |                                   |
| 12/19/24   | Rezvani, Sibel                               | Instructional Para / Crossing Guard | Soaring Heights PK-8        |                  | X                                 |
| 12/4/24    | Rico, Marina                                 | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |
| 11/20/24   | Rivera Hernandez, Ana                        | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |
| 12/2/24    | Sanchez, Stephanie                           | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |
| 12/19/24   | Sheahan Hall, Alicia                         | Campus Supervisor                   | Spark Discovery Preschool   |                  | X                                 |
| 12/9/24    | Snodgrass, Alfred                            | Bus Driver                          | Transportation              | X                |                                   |
| 11/20/24   | Stehle, Laura                                | Bus Driver                          | Transportation              |                  | X                                 |
| 12/6/24    | Sutherland, William                          | Behavior Coach                      | Student Assistance Services |                  | X                                 |
| 12/19/24   | Valentine, Olivia                            | Specialized Program Para            | Main Street School          | X                |                                   |
| 12/9/24    | Veile, Talon                                 | Specialized Program Para            | Skyline HS                  |                  | X                                 |
| 12/19/24   | Veum, Wendy                                  | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |
| 12/12/24   | Wachs, Joni                                  | Nutrition Services Worker           | Nutrition Services          |                  | X                                 |

|          | NAME   | POSITION                        | LOCATION                    |
|----------|--|---------------------------------|-----------------------------|
|          | <b>ADMINISTRATIVE/PROFESSIONAL/TECHNICAL</b> |                                 |                             |
|          |  |                                 |                             |
|          | <b>LICENSED</b>                              |                                 |                             |
| 1/6/25   | Boddiger, Heather                            | 2nd Grade Teacher               | Grand View ES               |
| 1/6/25   | Grabau, Riley                                | Physical Education Teacher      | Erie HS                     |
| 1/6/25   | Snogren, Abbygail                            | Social Studies Teacher          | Longs Peak MS               |
| 1/6/24   | Stone, Ren                                   | Math Teacher                    | Timberline PK-8             |
|          |  |                                 |                             |
|          | <b>CLASSIFIED</b>                            |                                 |                             |
| 12/5/24  | Davis, Sharon                                | Nutrition Services Worker       | Nutrition Services          |
| 1/7/25   | Dibble, Stacy                                | Special Education Para          | Niwot ES                    |
| 12/4/24  | Gaddis, Rodney                               | Campus Supervisor               | Mead HS                     |
| 1/6/25   | Gammage, Dave                                | Locksmith                       | Operations                  |
| 12/10/24 | Garcia, Carlos                               | Campus Supervisor               | Northridge ES               |
| 12/2/24  | Griffith, Karli                              | Instructional Para              | Mead ES                     |
| 1/8/25   | Harrington, Leigh                            | Bus Driver CDL                  | Transportation              |
| 12/16/24 | Horn, Heather                                | Nutrition Services Worker       | Nutrition Services          |
| 1/21/25  | Kerr, Dustin                                 | Club Sponsor Volunteer          | Longmont Estates ES         |
| 1/8/25   | Kochevar, Kevin                              | Bus Driver- Non CDL             | Transportation              |
| 12/16/24 | Liao, Yan                                    | Nutrition Services Worker       | Nutrition Services          |
| 1/6/25   | Loya, Odalys                                 | Translation Services Liaison II | Student Assistance Services |
| 1/6/25   | Martinez, Kendall                            | Campus Supervisor               | Grand View ES               |
| 1/7/25   | Najera Reyes, Anabel                         | Child Care Group Leader         | Community Schools           |
| 12/30/24 | Noel, Fabian                                 | Custodian-Lead                  | Custodial Services          |
| 1/8/25   | Norman, Pamela                               | Bus Driver CDL                  | Transportation              |
| 12/11/24 | O'Feagan, Jessica                            | Nutrition Services Worker       | Nutrition Services          |
| 12/16/24 | Ortiz Castaneda, Rosalba                     | Instructional Para              | Northridge ES               |
| 1/6/25   | Parish, Sara                                 | Specialized Program Para        | Soaring Heights PK-8        |
| 1/8/25   | Prag, Patrick                                | Bus Driver                      | Transportation              |
| 1/6/25   | Ruiz, Carina                                 | Specialized Program Para        | Skyline HS                  |
| 12/19/24 | Russell, Lauren                              | Child Care Director             | Community Schools           |
| 1/7/25   | Tolmich, Ashley                              | Instructional Para              | Soaring Heights PK8         |
| 1/8/25   | Vandenhouten, Anastasia                      | Bus Assistant - SpEd            | Transportation              |
| 12/9/24  | Villalobos Barela, Jesus                     | Nutrition Services Delivery     | Nutrition Services          |

## MEMORANDUM

DATE: January 8, 2025  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Board of Education Meeting Minutes  
Strategic Priority – High Functioning School Board

### RECOMMENDATION

That the Board of Education approve the minutes from the December Board Meetings.

### BACKGROUND

The Board will be asked to approve the minutes from the December 11, 2024 Study Session and December 11, 2024 Regular Meeting.

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Designated Posting Locations for Notice of 2025 St. Vrain Valley Board of Education Meetings  
Strategic Priority – High Functioning School Board

RECOMMENDATION

That the Board of Education approve the following designated posting locations for notice of meetings of this District's Board of Education for the 2025 calendar year:

The Educational Services Center Lobby  
The St. Vrain Valley School District Website

BACKGROUND

This recommendation, to designate the posting locations for public notification of meetings of the St. Vrain Valley School District Board of Education, is made to comply with Section 24-6-402(2)(c), Colorado Revised Statutes, which states in part:

"Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible."



## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Executive Director of Human Resources  
Strategic Priority – Strong/Visionary Leadership

### RECOMMENDATION

That the Board of Education approve the recommendation to hire Dr. Brian Young as the Executive Director of Human Resources, effective July 1, 2025.

### BACKGROUND

Dr. Young graduated from Southern Illinois University with a Bachelor of Science Degree in Biology with Teacher Licensure. He continued his education at the University of Colorado at Denver, where he earned his Master of Arts in Administrative Leadership and Policy Studies and his Colorado Principal Licensure. Additionally, he completed his Doctoral Program in Administrative Leadership from the University of Northern Colorado.

Dr. Young has been a long standing employee in St. Vrain Valley Schools since 2001. He is in his fourth year serving as Principal at Mead High School. Prior to that, he was Principal at Frederick High School for five years and Coal Ridge Middle School for six years. Dr. Young also held positions as Dean of Students and Assistant Principal at Sunset Middle School from 2005-2010, in addition to middle school science teacher, coach, and club sponsor from 2001-2005.

Dr. Young serves as mentor to aspiring principals as an instructor in the administrative program at University of Colorado Denver and is lead for high school administrators in our district. He was a former varsity wrestling coach for Boulder Valley Schools, and he volunteers in local organizations that have supported positive community partnerships, such as Carbon Valley and Mead Rotary Clubs and Carbon Valley Communities that Care.

### SALARY

Annual salary will be according to schedule.

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Raw Water Fee for St. Vrain Community Montessori School  
Strategic Priority – Portfolio of 21<sup>st</sup>-Century Instructional Focus Schools  
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the Raw Water Fee of \$684,965.50 required for the development of Sisters Parcel A for the new St. Vrain Community Montessori School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to approve the payment in accordance with Board of Education Policy.

BACKGROUND

The remaining raw water requirement deficit was set when this land was annexed by the City of Longmont in 2018. For the 9.64 acre property, there still remains a raw water deficit of 1.465 acre-foot of water per acre of land that will need to be satisfied prior to subdivision or further development of the property. As per the City's Raw Water Requirement Policy this requirement may be satisfied by the payment of cash in lieu of water rights transfers, or the transfer of other acceptable nonhistorical water right. SVVSD does not hold water rights that can transfer for this project. The current fee for cash-in-lieu of water rights received is \$48,500 per acre-foot deficit (1.465 acre-foot per acre x 9.64 acres totaling 14.123 acre-feet). The corresponding cash-in-lieu price would be \$684,965.50.

The budget for this project has been established at \$43,766,849 as part of the 2024 Bond program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to Design Consultant Contract with Cuningham Group Architecture for the New PK-8 Project  
Strategic Priority - Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve Fee Adjustment #5 for \$1,067,538 to the architect service agreement with Cuningham Group Architecture, Inc. for the New PK-8 Project for a total contract value of \$4,525,244. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Fee Adjustment includes the remaining Construction Administration and Fire Alarm Design fee for the New PK-8 Project.

The design budget for the project has been established at \$4,525,244 as part of the 2024 Bond program. This item is being brought forth to comply with Board policy FEH stating any items over \$99,999 must have Board approval.

|  |              |
|--|--------------|
| Original Agreement Amount (a)          | \$ 130,000   |
| Previous change orders (b)             | \$ 3,327,706 |
| Current change order (c)               | \$ 1,067,538 |
| Total changes (previous + current) (d) | \$ 4,395,244 |
| New contract amount (e)                | \$ 4,525,244 |

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Change Order to General Contractor Contract for the Vance Brand Auditorium Rigging Replacement Project  
Strategic Priority - Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve Change Order #4 for \$84,664 to the Vance Brand Auditorium Rigging Replacement Project contract with Westview Productions, LLC. for a total contract value of \$1,371,797. Further, that the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This Change Order includes installation of the new rigging infrastructure, structural CMU reinforcement, a company switch and intrinsically flame-retardant curtains for the entire stage.

The budget for the project has been established at \$1,371,797 as part of the 2024-2025 CAP and 2024 Bond Program funds. This item is being brought forth to comply with Board policy FEH stating any items over \$99,999 must have Board approval.

|  |              |
|--|--------------|
| Original Agreement Amount (a)          | \$ 620,000   |
| Previous change orders (b)             | \$ 667,133   |
| Current change order (c)               | \$ 84,664    |
| Total changes (previous + current) (d) | \$ 751,797   |
| New contract amount (e)                | \$ 1,371,797 |

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Silver Creek High School Marquee Sign Project  
Strategic Priority – Cutting-Edge Technology and Innovation

### RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Signdealz Corporation for a maximum amount of \$130,000, and an initial contract award of \$115,890.45 for the Marquee Sign Project at Silver Creek High School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

### BACKGROUND

The project is to furnish and install a new marquee sign off Nelson Road east of the main entrance drive to Silver Creek High School. The scope includes power and data, sign foundation and masonry pedestal, as well as the sign electronics and graphics.

Signdealz Corporation was selected for this project through the RFP process.

The RFP review committee reviewed responses to RFP No. 2024-050 – Marquee Signs (3) – Purchase, Delivery & Installation. Signdealz Corporation was selected as the most qualified for this project based on the scoring that evaluated cost, schedule, proposed product, team and company qualification, references, etc.

The budget for this project has been established at \$140,000. Funding for the project is available from Capital Reserve funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Contract Award for Longmont Estates Elementary School  
Marquee Sign Project  
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Signdealz Corporation for a maximum amount of \$125,000, and an initial contract award of \$117,893.80 for the Marquee Sign Project at Longmont Estates Elementary School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The project is to furnish and install a new marquee sign replacing the existing sign near the entrance drive to Longmont Estates Elementary School. The scope includes power and data, sign foundation and support structure, as well as the sign electronics and graphics.

Signdealz Corporation was selected for this project through the RFP process.

The RFP review committee reviewed responses to RFP No. 2024-050 – Marquee Signs (3) – Purchase, Delivery & Installation. Signdealz Corporation was selected as the most qualified for this project based on the scoring that evaluated cost, schedule, proposed product, team and company qualification, references, etc.

The budget for this project has been established at \$135,000. Funding for the project is available from Capital Reserve funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

## MEMORANDUM

DATE: January 8, 2025

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Ditch Oversight and License Agreement with Boulder and Weld County Ditch Company at the New High School Site  
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the Oversight and License Agreement with the Boulder and Weld County Ditch Company. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Oversight and License Agreement is necessary to set in motion the plans to relocate, pipe, and establish the easement for the irrigation ditch that bisects the new high school property.

**OVERSIGHT AND LICENSE AGREEMENT BETWEEN  
THE BOULDER AND WELD COUNTY DITCH COMPANY  
AND SPRING HILL METROPOLITAN DISTRICT**

**LICENSE AGREEMENT**

THIS OVERSIGHT AND LICENSE AGREEMENT ("Agreement") executed this \_\_\_\_ day of \_\_\_\_\_, 2025, is between the Boulder and Weld County Ditch Company ("Ditch Company") whose address is P.O. Box 119 Longmont Colorado 80502 and St Vrain Schools whose address is \_\_\_\_\_ ("Licensee"). Ditch Company and Licensee may collectively be referred to as the "Parties" and individually as a "Party".

**1.0 BACKGROUND STATEMENTS**

- 1.1 The Licensee desires to obtain the permission of the Ditch Company to construct multiple crossings over and under the Boulder and Weld County Ditch and also desires to relocate the ditch and replace it with a pipe, herein described as a 36" DR 21 PVC pipeline, including the installation of 7) 60" manholes, at the bends as shown on **Exhibit A**. (the "Ditch"). The Ditch Company agrees to permit the proposed relocation and crossings, subject to the terms, conditions, covenants and agreements set forth in this Agreement.
- 1.2 Licensee is processing plans for a new High School to be located on the property located in the west ½ of Section 27 2N 68W also shown on **Exhibit A** ("Property").
- 1.3 The Property is located on both sides of the Ditch. The parties desire to minimize the impacts of the High School on the operation and maintenance of the Ditch.
- 1.4 Licensee desires to install, use, operate, maintain, and make repairs to multiple new crossings and/or structures located on the Property. Roads may cross over the pipeline, utilities may cross over and under said pipeline. Licensee agrees to maintain all of the facilities that they install on the property, except that Licensor shall be responsible for keeping the pipe and manholes clean as part of their regular cleaning and maintenance.
- 1.5 By this Agreement, Licensee obtains a license from the Ditch Company to reroute the ditch and place said ditch in a pipe. The existing easement will be vacated and a new 30' easement will be created which will be 15' on each side of the centerline of the new pipe alignment, as shown on exhibit "A". It also grants them a license to install roads and utilities across the new Ditch easement, pursuant to the terms of this Agreement. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

NOW, THEREFORE, for a license fee as described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:



## **2.0 AGREEMENT**

- 2.1 The foregoing Background Statements are incorporated herein as fully set forth in Section 1.0. All such statements are material terms of this Agreement and not merely recitals.
- 2.2 Ditch Company grants to Licensee, its successors, and permitted assigns, with respect to such title and interest as Ditch Company may have in and to the Ditch, the right to construct the Installations listed above and as shown on the Plans.
- 2.3 The Ditch Company hereby releases and holds the Licensee harmless for any changes in the seepage rates across the property, when compared between the past flows and the future flows, due to the changes created by Licensee's development.
- 2.4 The Ditch Company shall still be allowed to use the new 30' easement, for tracking their excavator and other equipment along the ditch route. Any road crossings shall be created in such a way, such that it allows the equipment to cross over the road to the other side. At Licensee option, Licensee can pay to have the excavator hauled around the property, to prevent damage to their facilities. In such a case the Licensee hereby agrees to pay the reasonable cost for the Ditch company to obtain and use a lowboy to move said equipment within or around the property when needed. (this includes paying the reasonable hourly fee for the time that the excavator has to wait for the lowboy to arrive and complete the move). The parties acknowledge that the current cost to utilize a lowboy for the work described in this Section is approximately \$500 per move. The Ditch Company shall not be held liable for damage to facilities installed within the ditch right-of-way due to the non-accessibility to and from or along the easement, except damage due to the negligent acts or omissions of the Ditch Company or its employees or contractors.

## **3.0 CONSTRUCTION**

- 3.1 Pursuant to the terms of this License Agreement, the Licensee is granted the license to construct, maintain, repair, and replace the above listed pipeline and utility crossings (the "Installations"), at locations pursuant to the plans and specifications approved by the Ditch Company and attached hereto as **EXHIBIT A**. The Ditch Company's review of the plans and specifications is solely for its own benefit and creates no obligation on the Ditch Company.
- 3.2 The Licensee agrees that the Installations shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. The Licensee shall have 2 years from the date of this Agreement to start and complete the Installations. The pipeline shall be completed by 4/15/25 and each other installation shall be completed between November 1 and March 31 of any calendar year.

## **4.0 OVERSIGHT FEE**

- 4.1 The Licensee shall pay to the Ditch Company an oversight fee of Twenty Five Thousand and 00/100s Dollars (\$25,000.00) for the Installations. This oversight fee shall be paid upon execution of this Agreement and prior to the commencement of the Licensee's construction. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement.

## **5.0 INSPECTION**

- 5.1 The Licensee agrees to give at least five (5) days' notice before proceeding with any work, unless it is an emergency replacement or repair of the Installation permitted by this Agreement. The Ditch Company is permitted to inspect the Installation, replacements or repairs during construction.
- 5.2 Licensee shall notify the Ditch Company in writing when the Installation is complete. Upon receipt of notice of completion of the Installation, the Ditch Company may inspect the Installation.

## **6.0 REIMBURSEMENT OF EXPENSES**

- 6.1 In the event Licensee defaults in its obligations under this Agreement and engineers and attorneys are needed to resolve any issues, the Licensee or their assigns agree to reimburse the Ditch Company or to pay directly to provider of services, all reasonable engineering and legal costs incurred by the Ditch Company in resolving such default. The oversight fee herein paid, covers the cost for the Ditch Company Board to draft this agreement, review the drawings, inspect the site, and any necessary administrative costs of the Ditch Company.
- 6.2 Statements for the costs chargeable to Licensee hereunder will be forwarded to Licensee and the same shall be paid to the Ditch Company or service provider within thirty (30) days after the billing date. If payment has not been received by Ditch Company within thirty (30) days, Licensee shall have breached this Agreement and Ditch Company may institute legal proceedings to collect the amount due and owing. In such proceeding, Ditch Company shall be entitled to its costs and reasonable attorneys' fees from Licensee.

## **7.0 MAINTENANCE**

- 7.1 Licensee specifically agrees and pledges to maintain, repair and replace the Installations shown on **EXHIBIT A** so as not to require the Ditch Company to maintain, repair or replace it. (except that the ditch company will handle the annual cleaning of the pipe and manholes). If Licensee fails to properly maintain, repair or replace any portion of the Installation that it is responsible for, after ten (10) days' notice of the need for same, unless such maintenance, repair or replacement by their nature take longer than ten (10) days and Licensee or its successor has timely commenced such maintenance, repair or replacement and is diligently pursuing same, Ditch Company may, at its own option, conduct its own maintenance, repair or replacement, and Licensee shall reimburse Ditch Company for the cost of such work within thirty (30) days after receipt of invoices for all costs incurred. In the event Licensee fails to maintain, repair or replace the Installation, it shall be held liable for any loss, damage or injury to Ditch Company. If the Ditch Company 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.
- 7.2 In the event of an emergency, Ditch Company or Licensee may conduct maintenance or repair of the pipeline, immediately giving notice to the other

Party as soon as possible at the emergency contacts identified in paragraph 10. If an emergency exists regarding the Installation, the Licensee shall be fully responsible for all repairs and damages. The Ditch Company hereby agrees to contact Licensee at its emergency telephone number at a number provided by Licensee to Ditch Company, if Ditch Company discovers an emergency situation with the Installation.

## **8.0 LIABILITY AND INDEMNIFICATION**

- 8.1 By virtue of entering into this Agreement, the Ditch Company: (a) assumes no liability for use, operation or existence of the Licensee's Installations; and (b) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities in the area described in **EXHIBIT A**, which are required by this Agreement.
- 8.2 In connection with its operations hereunder, to the extent allowable under Colorado law, the Licensee agrees to indemnify and hold harmless the Ditch Company from all claims and liability for damage or injury to property or persons arising or caused directly or indirectly by the Licensee's construction, restoration, maintenance or failure to maintain the Installation, and the Licensee's occupancy and use of any water lines, sewer lines and utility crossings located within the Ditch easement as shown in **EXHIBIT A**, except claims and liability arising from or related to the negligent acts or omissions or intentional misconduct of the Ditch Company or its employees, contractors, shareholders, or officers.

## **9.0 EASEMENT RIGHTS**

- 9.1 The License granted to the Licensee herein in no way restricts the Ditch Company's right to the use of its new 30' easement, to construct, operate, or maintain all existing structures and facilities of the Ditch. Once the Installation has been completed, the Crossings shall be deemed permanent and the right to use of same shall be perpetual.

## **10.0 NOTICES**

- 10.1 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.

DITCH COMPANY:

Boulder and Weld  
County Ditch Company  
P.O. Box 119  
Longmont, CO 80502-  
119

COPY TO:

Jon P. File  
P.O Box 983  
Broomfield, CO 80038  
(303)570-9798 cell

LICENSEE:

St Vrain Schools  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11.0 WAIVER OF BREACH.**

11.1 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.

**12.0 ASSIGNMENT**

12.1 This Agreement shall be binding on any successors or assigns of the Parties.

**13.0 EXHIBITS**

13.1 All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

**14.0 EXECUTION.** Each party and the person executing this Agreement on behalf of that party represents that he or she has the authority to bind that party. Copies of signatures of this Agreement shall be accepted and binding as originals. This Agreement may be executed in counterparts.

Dated: \_\_\_\_\_

**BOULDER AND WELD COUNTY DITCH**  
**COMPANY**

By: \_\_\_\_\_  
Jon P. File, President

ATTEST:

By: \_\_\_\_\_  
Print name \_\_\_\_\_

**ST Vrain Schools**

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Authorized Representative

ATTEST:

By: \_\_\_\_\_  
Print name \_\_\_\_\_

**Exhibit A**  
**Boulder and Weld County Ditch and Spring Hill Development**



**Exhibit B**  
**Ditch Crossing Plans and Specifications**