

Jocelyn Gilligan, President, Board of Education
Dr. Jackie Kapushion, 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

- Meosha Babbs, Member
- Jim Berthold, Vice President
- Jocelyn Gilligan, President
- Sarah Hurianek, Secretary
- Geno Lechuga, Assistant Secretary
- Hadley Solomon, Member
- Jackie Weiss, Treasurer

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:

Staff Achievement Recognition
Future-Ready Festival Planning Team Recognition

4. AUDIENCE PARTICIPATION:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

- 6.1. P-TECH Program Report
- 6.2. Internships with Student Certificates Report

7. CONSENT ITEMS:

- 7.1. Approval: Staff Terminations/Leaves
- 7.2. Approval: Staff Appointments
- 7.3. Approval: Minutes for the March 11, 2026 Regular Meeting, March 25, 2026 Study Session, and March 25, 2026 Regular Meeting
- 7.4. Approval: Recommendation to Hire Assistant Principal/Athletic Director at Lyons Middle Senior High School
- 7.5. Approval: Recommendation to Hire Assistant Principal/Athletic Director at Niwot High School
- 7.6. Approval: Intergovernmental Agreement (IGA) with the City of Longmont
- 7.7. Approval: Change Order to Construction Manager/General Contractor (CM/GC) Contract for the Renovation Project at Niwot Elementary School
- 7.8. Approval: Easement Agreements with the City of Longmont at Longmont High School

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- 7.9. Approval: Fee Adjustment to the Consultant Services Agreement for the St. Vrain Community Montessori School Project
- 7.10. Approval: Land Acquisition Deposit for the Sewer Line Extension Participation Agreement for the New High School #9 Project
- 7.11. Approval: Fee Adjustment to the Consultant Services Agreement for the Big Sky PK-8 Project

8. ACTION ITEMS:

- 8.1. Recommendation: Approval of Contracts for Teachers/Non-Renewal Notices for the 2026-2027 Academic School Year
- 8.2. Recommendation: First Reading and Adoption to Board Policies BIBA and BIBA-R - Board Member Travel, Conventions, Workshops and Other Expenses
- 8.3. Recommendation: Update on Conflict of Interest Exception - B Young Media
- 8.4. Recommendation: City of Longmont Twin Peaks Mall Urban Renewal Project Tax Increment Revenue Agreement

9. DISCUSSION ITEMS:

- 9.1 Board Reports

10. ADJOURNMENT:

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

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

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: P-TECH Program Report
Strategic Priority – Portfolio of 21st-Century Focus Schools and Robust
Co-Curricular Opportunities

PURPOSE

To provide the Board of Education with an overview of St. Vrain Valley Schools' Pathways in Technology Early College High School (P-TECH) programs, including program structure, student outcomes, and the impact of these programs on college and career readiness.

BACKGROUND

St. Vrain Valley Schools operates four P-TECH programs - FalconTech, EagleTech, RaptorTech, and TrojanTech - designed to enable students to earn a high school diploma and an associate degree at no cost.

These programs are built on partnerships with higher education and industry, providing access to college coursework, mentorship, and work-based learning in high-demand fields such as IT, cybersecurity, bioscience, and business. The model is open-access and serves a diverse student population, including many first-generation college students.

During the April 8, 2026 Board of Education meeting, staff will provide a program overview, highlight student outcomes, and share student experiences that illustrate the impact of P-TECH.

April 2, 2026

P-TECH Student Outcomes: Comparative Analysis (2024–25) St. Vrain Valley School District

Overview

This brief summarizes key findings from a 2024–25 analysis comparing student outcomes for participants in St. Vrain Valley’s four P-TECH programs to non-P-TECH students attending the same high schools. Outcomes were examined across demographics, attendance, discipline, and PSAT/SAT performance, with comparisons made to both the overall non-P-TECH population and a demographically similar non-P-TECH cohort.

Key Findings

1. P-TECH Serves Students from Diverse Backgrounds

- Across all four programs, P-TECH students reflect greater socioeconomic and demographic diversity than their host schools:
- A higher percentage of P-TECH students qualify for Free or Reduced Lunch (FRL).
- All programs enroll a higher percentage of minority students than their corresponding high schools.
- Two of four P-TECH programs enroll more female than male students, countering traditional participation patterns in technical pathways.

2. Stronger Engagement and Fewer Discipline Issues

Despite higher levels of need, P-TECH students demonstrate stronger school engagement:

- Higher attendance rates than non-P-TECH students at the same schools.
- Fewer disciplinary incidents, including in-school and out-of-school suspensions.

These differences persist—and are more pronounced—when compared to a demographically similar non-P-TECH cohort, indicating the outcomes are not explained by student background alone.

3. Higher Academic Performance (PSAT/SAT)

In addition to 100% high school graduation by P-TECH seniors, P-TECH students consistently outperform non-P-TECH peers when comparing unweighted GPAs and test scores on standardized assessments:

Compared to all non-P-TECH students:

- Overall GPA: 0.35 GPA points higher
- Overall P/SAT score: 7.4 points higher
- Reading/Writing: 5.6 points higher
- Math: 8.6 points higher

Compared to demographically similar non-P-TECH students:

- Overall GPA: 0.46 GPA points higher
- Overall P/SAT score: 10.9 points higher
- Reading/Writing: 9.8 points higher
- Math: 10.6 points higher

These gains are both statistically and educationally meaningful, particularly given the higher-need demographics of P-TECH students.

4. Systemic, Program-Wide Impact

Positive outcomes are consistent across all four P-TECH programs, even though they:

- Focus on different degrees and career pathways,
- Are embedded in different high schools, and
- Operate with different instructional staffs.

This consistency indicates that the results reflect **systemic program design features**, not isolated school- or pathway-specific effects.

5. Open Access Model

P-TECH programs are not academically selective:

- No GPA or test score requirements for admission.
- Open to all district students.
- Limited only by cohort capacity (typically 30–35 students).
- When applications exceed capacity, middle school attendance is used as the primary criterion for preference.

Conclusion

The data demonstrate that P-TECH programs produce consistent, equitable, and systemic improvements in student engagement and academic achievement—particularly for students from historically underserved backgrounds. These findings strongly support continued investment in, and thoughtful expansion of, the P-TECH model in St. Vrain Valley and beyond.

2024-25 P-TECH to Non-P-TECH Comparison Data

Students with P-Tech Flags in the 24-25 School Year vs. Students Without P-Tech Flags	Frederick High School		Longmont High School		Silver Creek High School		Skyline High School		TOTAL		COMPARED TO LIKE PEERS	
	P-Tech	Non P-Tech	P-Tech	Non P-Tech	P-Tech	Non P-Tech	P-Tech	Non P-Tech	P-Tech	Non P-Tech	P-Tech	Non P-Tech
Student Count	112	1282	62	1157	92	1075	148	860	414	4374	413	413
Female %	68.75	46.80	59.68	48.49	25.00	47.44	44.59	47.33	49.03	47.51	48.91	48.91
Minority %	52.68	44.70	74.19	45.72	39.13	30.51	82.43	73.02	63.53	47.05	63.44	63.44
EL %	5.36	7.02	6.45	9.77	0.00	5.49	13.51	23.26	7.25	10.56	7.02	7.02
IEP %	2.68	12.17	0.00	9.33	1.09	9.95	2.03	14.30	1.69	11.29	1.69	1.69
FRL %	27.68	22.23	56.45	28.78	17.39	14.60	46.62	39.07	36.47	25.40	36.32	36.32
Attendance Rate	90.98	87.81	93.97	87.47	95.78	90.52	93.73	87.66	93.48	88.36	93.51	88.02
Unweighted GPA	2.66	2.33	3.15	2.68	3.14	2.83	2.77	2.24	2.88	2.53	2.88	2.42
Count Suspensions (IS and OS)	3	159	5	122	4	41	6	100	18	422	18	46
% of Students Suspended	2.68	12.40	8.06	10.54	4.35	3.81	4.05	11.63	4.35	9.65	4.36	11.14
Count Expulsions	0	0	0	0	0	0	0	0	0	0	0	0
P/SAT Total Percentile	52.93	43.73	50.6	46.32	71.05	58.49	44.61	33.34	53.61	46.23	53.61	42.74
P/SAT RW Percentile	56.8	47.89	53.74	51.23	72.51	62.38	46.72	37.9	56.23	50.6	56.23	46.42
P/SAT Math Percentile	47.73	39.66	47.08	41.07	66.75	53.05	43.49	30.13	50.29	41.66	50.29	39.69
Graduation Rate (Seniors Only)	100	98.74	-	-	100	97.93	100	97.20	100	98.06	100	98.88

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Internships with Student Certificates Report
Strategic Priority - Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

PURPOSE

To provide the Board of Education with a report on our progress with student internships and industry certifications.

BACKGROUND

Graduating our students with a strong competitive advantage is a priority in St. Vrain. Over the past three years, we have intentionally built a system that expands access to high-quality internships and opportunities to earn high-demand industry certifications. Together, these experiences extend learning beyond the classroom, equipping students with real-world skills, recognized credentials, and a clear connection between their high school experience and postsecondary pathways.

Date	NAME	POSITION	LOCATION	LEAVE OF ABSENCE	SEPARATION RESIGNATION RETIREMENT
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
4/17/26	Leonard, Curtis	Specialist- Energy and Sustainability	Operations		X
3/9/26	Pruss, Taylor	Supervisor- Operations	Operations		X
6/25/26	Smith, Taryl	Assistant Principal - Middle	Erie MS		X
6/25/26	Yost Kimsey, Lindsay	Assistant Principal - High	Skyline HS		X
	LICENSED				
5/22/26	Alvarez, Olivia	Foreign Language Teacher	Timberline PK-8		X
5/22/26	Appelbaum, Matthew	Math Teacher	Erie MS		X
5/22/26	Bernau, Sarah	1st Grade Teacher	Mead ES		X
5/22/26	Caile, Lisa	Special Education Teacher	Erie ES		X
2/17/26	Chakraborty, Kakali	ESL Teacher	Longs Peak MS	X	
5/22/26	Clark, Martin	Social Studies Teacher	Mead MS		X
4/1/26	Del Cid, Miriam	1st Grade Teacher	Rocky Mountain ES	X	
5/22/26	Durst, Wendy	5th Grade Teacher	Red Hawk ES		X
5/22/26	Glasser, Jon	Social Studies Teacher	Skyline HS		X
5/22/26	Haakenson, Dean	Social Studies Teacher	Skyline HS		X
2/20/26	Harris, Tina	Social Studies Teacher	Mead HS		X
5/22/26	Hawkins, Kayla	5th Grade Teacher	Grand View ES		X
5/22/26	Higgins, Christine	1st Grade Teacher	Falls River ES		X
5/22/26	Kenealy, Emily	Special Education Teacher	Centennial ES		X
4/17/26	Kerr, Kenzie	Art Teacher	Frederick HS	X	
5/22/26	Kneeland, Jillian	Language Arts Teacher	Frederick HS		X
5/11/26	Krack Levesque, Shannon	Science Teacher	Mead HS	X	
5/22/26	Kraljic, John	Math Teacher	Trail Ridge MS		X
4/1/26	Leonhardt, Mindy	Focus/STEM Teacher	Timberline PK-8	X	
5/22/26	Maguire, Paula	Math Teacher	Lyons M/S		X
4/1/26	McGuire, Sheri	4th Grade Teacher	Northridge ES	X	
5/22/26	Meehan, Chloe	Special Education Teacher	Mead HS		X
5/22/26	Over, Tanya	Math Teacher	Erie MS		X
2/17/26	Richardson, Taylor	Math Teacher	Niwot HS	X	
5/22/26	Ruzzo, Emily	1st Grade Teacher	Thunder Valley K-8		X
5/8/26	Searls, Lyndsey	3rd Grade Teacher	Niwot ES	X	
5/22/26	Simone, Jannine	Physical Therapist	Student Assistance Services		X
5/22/26	Smith Lehman, Lily	4th Grade Teacher	Grand View ES		X
5/22/26	Smith, Caleb	Elementary Music Teacher	Legacy ES		X
5/22/26	Tank, Noah	5th Grade Teacher	Fall River ES		X
5/22/26	Toillion, Patricia	Occupational Therapist	Student Assistance Services		X
5/22/26	Weller, Sirje	Foreign Language Teacher	Frederick HS		X
5/1/26	Willis, Kiera	Speech Language Pathologist	Special Education	X	
5/22/26	Youngs, Anna	Social Studies Teacher	Mead MS		X
	CLASSIFIED				
5/21/26	Barr, Lynn	Instructional Para	Transportation		X
11/17/25	Brunnemer, Kenneth	Custodian	Custodial Services	X	
5/21/26	Chase, Robert	Bus Driver	Transportation		X
4/15/26	Cramer, Ana	Secondary Kitchen Manager	Nutrition Services		X
4/9/26	Farley, Danica	Medic Technician	Alpine ES	X	
3/10/26	Golliher, Mary Lynn	Health Clerk	Lyons M/S	X	
4/10/26	Henderson, Alissa	Special Education Para	Grand View ES		X
4/6/26	Hernandez Luna, Dextray	Child Care Group Leader	Community Schools	X	
3/13/26	Hernandez, Loreнна	Instructional Para	Longmont Estates ES		X
3/13/26	Jardine, Nancy	Child Care Group Leader	Community Schools		X
3/30/26	Johnson, Denise	Hearing & Vision Screener	Student Assistance Services		X
3/13/26	Jones, Leslie John	Custodian	Custodial Services		X
3/13/26	Kenfield, Jennifer	Principal Secretary	Frederick HS	X	
4/20/26	Lugg, Tasha	Manager - Community Schools	Community Schools	X	

3/13/26	Lyman, Georgia	Specialized Program Para	Prairie Ridge ES		X
3/19/26	Marsaglia, Tamara	Bus Driver - Non CDL	Transportation		X
5/21/26	Miller, Darlene	Specialized Program Para	Thunder Valley K-8		X
2/26/26	Miller, Roxane	Bus Driver	Transportation	X	
3/16/26	Neufeld, Kayleen	Nutrition Services Worker	Nutrition Services		X
4/10/26	Nicolaysen, Ashley	Specialized Program Para	Prairie Ridge ES		X
4/3/26	Norman, William	Bus Driver	Transportation		X
5/1/26	Patterson, Maureen	Bus Driver	Transportation		X
3/24/26	Perafan, Luisa	Nutrition Services Worker	Nutrition Services		X
5/21/26	Quinn, Edward (Lawson)	Instructional Para	Erie HS		X
3/3/26	Rae, Rebecca	Instructional Para	Mead ES		X
5/21/26	Robertson, Joshua	Special Education Para	Prairie Ridge ES		X
4/13/26	Servold, Kimberly	Nutrition Services Worker	Nutrition Services	X	
3/3/26	Shatzer, Juliane	Nutrition Services Worker	Nutrition Services		X
5/21/26	Smith, Alan	Transportation Special Ed Para	Transportation		X
3/27/26	Thornton, Brandi	Attendance Clerk	Red Hawk ES	X	
2/26/26	Valdez, Kelsey	Transportation Special Ed Para	Transportation		X
4/1/26	Waddington Barton, Lisa	Bus Driver	Transportation		X
4/20/26	Wheeler, Robert	Custodian - Head	Custodial Services	X	
3/23/26	Whiting, Linda	Specialized Program Para	Niwot ES		X
3/5/26	Winka, Gracie	Instructional Para	Niwot ES	X	
3/2/26	Zabielski, Alexis	Instructional Para	Burlington ES	X	

	NAME	POSITION	LOCATION
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL		
	LICENSED		
	CLASSIFIED		
3/23/26	Arevalo Cruz, Jose	Custodian	Custodial Services
3/31/26	Cellario Infante Vieira, Gabriel	Bus Driver	Transportation
3/9/26	Cox, Megan	Lab Technician	Innovation Center
4/1/26	Enriquez, Esmeralda	Child Care Group Leader	Community Schools
3/23/26	Garcia Sandoval, Cesar	IT Apprentice I	District Technology Services
4/1/26	Gonzalez Rodriguez, Alfredo	Bus Driver	Transportation
3/23/26	Henley, Karolyn	Specialized Program Para	Prairie Ridge ES
3/31/26	Kieser, Noah	Bus Driver	Transportation
3/31/26	Lee, Jean	Bus Driver	Transportation
3/12/26	Lovato, Lori	Custodian	Custodial Services
3/24/26	Nesbett, Jamie	Instructional Para	Grand View ES
3/30/26	Pendergast, Jennifer	Nutrition Services Worker	Nutrition Services
3/31/26	Pickett, John	Bus Driver	Transportation
8/12/26	Prissel, Samantha	Health Clerk	Big Sky PK-8
3/31/26	Voss, Dawn	Transportation Special Education Para	Transportation
3/30/26	Wessel, Christopher	Repairer- Facilities and Grounds	Operations

MEMORANDUM

DATE: April 8, 2026
TO: Board of Education
FROM: Dr. Jackie Kapushion, 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 March Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the March 11, 2026 Regular Meeting, March 25, 2026 Study Session, and the March 25, 2026 Regular Meeting.

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Assistant Principal/Athletic Director at Lyons Middle Senior High School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Travis Schlagel as the Assistant Principal/Athletic Director of Lyons Middle Senior High School, effective July 1, 2026.

BACKGROUND

Mr. Schlagel graduated from University of Louisiana at Monroe with a Bachelor's Degree in Kinesiology, Exercise Science and Pre-Physical Therapy. He continued his education at Colorado Mesa University where he completed his teacher licensure program. Additionally, he holds a Master's Degree in Leadership for Educational Organizations from the University of Colorado Denver.

His career in education began in 2012 as a Science Teacher at Greeley Central High School. Mr. Schlagel has served in teaching roles in St. Vrain Valley Schools since 2013 at Skyline High School teaching science and physical education. Additionally, Mr. Schlagel has been a high school head Baseball Coach, STEM Coordinator, and Unity Recovery Coordinator.

Mr. Schlagel mentors new teachers as Department Chair for the Physical Education Department at his school and has supported curricular redesign. As STEM Coordinator, he partners with the Innovation Center in the area of Robotics, AI and Quantum Computing initiatives.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Assistant Principal/Athletic Director at Niwot High School
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Martin Tonjes as the Assistant Principal/Athletic Director of Niwot High School, effective July 1, 2026.

BACKGROUND

Martin Tonjes graduated from Colorado State University with a Bachelor of Arts Degree in Liberal Arts and Sciences. He continued his education at University of Colorado, Denver where he earned a Masters of Arts Degree in Administrative Leadership and Policy Studies.

Mr. Tonjes began his career as a middle school social studies teacher in Westminster Public Schools, where he taught for five years. He then transitioned into a variety of administrative roles, including serving as Dean of Students at Horizon High School in Adams 12 Five Star Schools, Assistant Principal/Athletic Director at Silver Creek High School in St. Vrain Valley School District, and most recently as Assistant Principal/Athletic Director at Horizon High School in Adams 12 Five Star Schools.

SALARY

Annual salary will be according to schedule.

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Intergovernmental Agreement (IGA) with the City of Longmont
Strategic Priority - Outstanding Communication and Collaboration with
Community and Corporate Partners

RECOMMENDATION

That the Board of Education approve the IGA with the City of Longmont, and further authorize Jocelyn Gilligan, President of the Board, to digitally sign the agreement.

BACKGROUND

The City of Longmont was the first municipality in 1995 to enter into an intergovernmental agreement with the St. Vrain Valley School District RE-1J (SVVSD) that would require new housing developments to provide either cash-in-lieu of land dedication fees or land for the purpose of meeting the demand for school sites created by new developments. This is a model that other communities and other districts have followed since that time. This remains a critical agreement for the District and will continue to provide funds for school site acquisition and the further development of existing school sites.

This agreement was amended in 2002 and renewed in 2006, and 2016. The ten-year renewal date is again coming up in May of 2026.

SVVSD Planning staff worked with the City of Longmont Planning staff to incorporate minor changes to the proposed IGA. Specifically, this amendment expands the area SVVSD may expend funds that are collected to anywhere within Longmont's Comprehensive Plan boundary. Currently, funds collected within a high school boundary must be spent within the same boundary, unless a specific project benefits all Longmont schools, (e.g. Innovation Center). In addition, the amendment removes the time restrictions requiring SVVSD to use the funds, adds language specific to funding safe pedestrian crossings benefiting existing schools, and adds Accessory Dwelling Units (ADUs) to the condo/townhouse housing type.

Fees associated with the IGA will remain unchanged, and are listed below for all new housing permits within the City of Longmont:

Single-Family:	\$1,489
Duplex/Triplex:	\$1,031
Multi-family:	\$ 714
Condo/Townhouse/Accessory Dwelling Unit	\$ 434
Mobile Home	\$ 960

FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING
FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES
BETWEEN THE CITY OF LONGMONT AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

EFFECTIVE NOVEMBER 15, 1995

AMENDED

MAY 24, 2026

FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING FAIR
CONTRIBUTIONS FOR PUBLIC SCHOOL SITES BETWEEN THE CITY OF LONGMONT
AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

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k. Financial Obligations	10
l. Integrated Agreement and Amendments	10
m. Waiver	10

FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT CONCERNING
FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES BETWEEN THE CITY OF
LONGMONT AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

THIS AGREEMENT is entered into by and between the City of Longmont (City), a municipal corporation, and the St. Vrain Valley School District RE-1J (School District), a political subdivision of the state of Colorado, to be effective as of the 24th day of May, 2026 (Effective Date).

RECITALS

- A. Pursuant to C.R.S. § 31-23-202, as amended, and Article XX of the Colorado Constitution, the City Council of the City of Longmont has adopted the Longmont Area Comprehensive Plan, as updated and amended from time to time, (LACP) which provides goals and policies to plan for the orderly growth of the City.
- B. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105 for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.
- C. The City and School District have cooperated with respect to managing the orderly growth of the Community of Longmont by identifying potential public school site locations in the LACP.
- D. Growth in residential land development and the construction of new residential dwellings in the City necessitates the acquisition of additional public school sites to accommodate the corresponding increase in the student population. Requiring land dedication or conveyance for public school sites, or payments in-lieu of land dedication or conveyance for public school sites, (hereinafter collectively referred to as “Fair Contribution for Public School Sites”), will provide a portion of the land to meet such demand.
- E. To provide adequate public school sites to serve the City residents of newly constructed residential dwelling units, it is appropriate that the School District and City cooperate in the area of public school site acquisition by use of Fair Trade Contribution for Public School Sites.
- F. Requiring Fair Contribution for Public School Sites implements the goals and policies of the LACP to make provisions for public improvements in a manner appropriate for a modern, efficiently functioning city and to ensure that new development does not negatively impact the provision of municipal services.
- G. The municipal charter grants the City the power of local self-government and home rule, and it is a reasonable exercise of this power to require Fair Contribution for Public School Sites as a method of ensuring that new residential construction and residential

development bear a proportionate share of the cost of public school site acquisition necessary to accommodate the educational service capacity demands of the residents who will be living in the new dwelling units.

- H. Requiring Fair Contribution for Public School Sites for new residential construction and development is reasonable and necessary to protect, enhance, and preserve the public health, safety, and the welfare of the City's citizens.
- I. The City and School District, upon consideration of the impacts of new residential construction and residential land development on the ability of the School District to provide public school facilities in the City, agree it is in the best interest of the citizens of the City to mutually enter into an intergovernmental agreement for the purpose of providing for Fair Contribution for Public School Sites, as provided in this Agreement.
- J. The City and School District do hereby define the rights and obligations of each entity with respect to planning for new public school sites and Fair Contribution for Public School Sites.

AGREEMENT

NOW, THEREFORE, inconsideration of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and the School District agree as follows:

1. School Site Coordination and Development Referrals

- a. The City has adopted LACP which identifies potential public school locations in the Longmont Planning Area. The School District agrees to locate future public school sites in conformity with the LACP designations, insofar as is feasible, and to consult with and advise the City in writing in advance of public school site acquisition and site development.
- b. The City shall refer to the School District all residential land development applications for review and comment concerning the adequacy of public school sites and facilities. The City will consider the School District's comments in conjunction with the review and processing of each individual residential development application, and will implement land dedication for public school sites consistent with this Agreement and the municipal code then in effect. If a nonresidential land development application is filed with the City that may have influence or effect on property owned by or activities of the School District, the City shall also refer information pertaining to that application to the School District for review and comment. The School District agrees to promptly review the referred development application and promptly submit its comments, recommendations, and requests to the City.
- c. The City shall cooperate with the School District in any amendments to the LACP. Such cooperation shall consist of providing advance notice of any pending or

forthcoming LACP amendments to the School District, and formal referral during the City review process. The City shall consider the comments of the School District in making its decision with regard to modifications or amendment to the LACP.

2. Methodology

- a. Contemporaneous with the Effective Date and the effective date of the City municipal code amendment requiring Fair Contribution for Public School Sites, the City agrees to enforce such municipal code amendment as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 5 below.
- b. The School District has amended and adopted a methodology, dated May 24, 2026 (Methodology: Exhibit A) to determine Fair Contribution for Public School Sites for five categories of dwelling units. The parties agree the Methodology has been developed in a manner so as to fairly apportion the cost of acquiring public school sites made necessary by new residential development. Copies of the Methodology, as defined below, are on file in the respective offices of the parties
- c. As part of the Methodology, the School District has adopted planning standards related to facility enrollment capacities, public school site acreage requirements, and student yields for each of five types of residential dwellings (single family homes, duplexes/triplexes, multi-family units, condos/townhomes/accessory dwelling units (ADUs) and mobile homes). The City and the School District agree that the Methodology shall apply to new residential construction within the City. The Methodology shall be the basis for computing the Fair Contribution for Public School Sites for new residential construction. The City and School District agree that the Methodology adopted by the School District shall be periodically reviewed and revised to reflect the current standards and conditions within the School District.
- d. Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but not be limited to, the following factors:
 - i. School planning standards which establish the student yield and technical and educational specifications for facilities for each category of school facility (elementary, middle, and high school levels, consistent with the policy of the Board of Education of the School District:
 - ii. The capacity demand for each category of school facility resulting from each category of residential dwelling (single family, duplexes/triplexes, multifamily units, condos/townhomes/accessory dwelling units (ADUs), and mobile homes):
 - iii. The means for determining the per acre fair market value of land for each type of residential dwelling; and

- iv. The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.
- e. The Methodology shall be updated periodically as conditions warrant by the mutual consent of the City and the School District. A copy of the updated Methodology shall be furnished to the City within 30 days after its adoption by the School District. The City shall hold a public hearing before revising the Methodology.

3. Fair Contribution for Public School Sites Requirement

- a. As Fair Contribution for Public School Sites, any person or entity making any development application to the City (Developer) as part of a residential land development application that includes land identified in the LACP for a public school site (“School Site”), shall dedicate or convey such School Site to the School District. Residential development applications that do not include School Sites shall require a payment in-lieu of land dedication or conveyance to the School District. The manner and amount of either type of Fair Contribution for Public School Sites shall be as stated in this Agreement and the referenced Methodology. This shall not preclude the School District and any Developer from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than stated above.
- b. If the Fair Contribution for Public School Sites includes the dedication of land, according to paragraph 3.a. above, the City agrees, before recording of the final plat, to require proof that the dedication has been made to the School District in accordance with the following requirement:
 - i. The Developer shall convey title to the land in the school district by general warranty deed, free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including without limitation, real property taxes, which will be prorated to the date of conveyance or dedication.
 - ii. At the time of conveyance, the Developer shall provide an ALTA title insurance policy insuring the title described above in an amount equal to the fair market value of the dedicated property.
 - iii. The Developer shall locate and configure the dedicated or conveyed land so that, as determined by the School District, it can properly accommodate a school campus.
 - iv. The Developer shall satisfy the city’s water rights requirement for the land conveyed, before conveying the property to the school district.
 - v. In addition to any land dedicated or conveyed, the Developer shall provide to the School District an option to purchase abutting lands identified as a school site at their fair market value so that the dedicated or conveyed and

purchased lands together form a contiguous parcel which meets the school district's land area requirements listed in the LACP.

- c. If the Fair Contribution includes the dedication of land, the Developer shall, no later than the issuance of the first building permit for the subdivision, construct or provide for the payment for the construction of one-half of adjacent street development costs for the land dedicated to the school district under this section; construct or provide for payment of the costs associated with making improvements for water, sewer, gas, electric, and other normal utilities stubbed to the dedicated land; and grade or provide payment for the overlot grading of the dedicated land. The developer shall also furnish any off-site easements that the school district needs to develop the site.
- d. The City agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under section 5 below, it will require proof that the Fair Contribution for Public School Sites, according to paragraph 3.a. above, has been received by the School District. The superintendent of the School District, or the superintendent's designee, shall provide such proof in a timely manner to the city manager of the City, or the city manager's designee.
- e. Nothing contained in this Agreement shall preclude the School District from commenting to the city upon the adequacy of public school sites or facilities, necessary in its judgment, to serve the proposed residential land development project.

4. Use of Fair Contribution for Public School Sites

- a. The School District shall hold or deposit in trust for public school sites all funds it receives as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The School District shall meet all requirements of C.R.S. §§ 29-1-801 to -803, if applicable. The School District shall be solely responsible for each Fair Contribution for Public School Sites it receives. No fair Contribution for Public School Sites shall constitute revenue of the City under the provisions of Article X, Section 20 of the Colorado Constitution.
- b. The School District shall use all funds it receives as Fair Contribution for Public School Sites solely for acquisition, development or expansion of public school sites within the LACP. For purposes of this subsection, eligible uses may include, but are not limited to, the design and construction of safe pedestrian access improvements serving public school sites, including pedestrian crossings, and the School District may, in its discretion, transfer Fair Contribution funds to the City for such purposes.

- c. Subject to the limitations in this Agreement, the time for, nature, method, and extent of each public school site acquisition shall be within the sole discretion of the school district.

5. Exemptions From Fair Contribution for Public School Sites

- a. The following uses within the City's boundaries shall be excepted from Fair Contribution for Public School Sites:
 - i. Construction of any nonresidential building or structure;
 - ii. Alteration, replacement or expansion of any legally existing building or structure with a comparable new building or structure which does not increase the number of residential dwelling units;
 - iii. Construction of any building or structure for limited term stay or for long term assisted living, including, but not limited to, bed and breakfast establishments, boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices; and
 - iv. Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect.

6. Annual Report, Accounting, and Audit

- a. The School District shall submit an annual report on or before March 1 of each year to the City describing the School District's use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. The report shall also include:
 - i. A review of the assumptions and data upon which the Methodology is based, including student generation ratios, and attendance area boundaries;
 - ii. Statutory changes or changes in the Methodology, including the School Planning Standards, and in School District policies related to acquisition or construction of school sites and facilities; and
 - iii. Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.
- b. After receipt of the report, the City shall review it, considering those matters listed in the previous subsection, and complete its review within sixty (60) days of receipt.
- c. The School District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to this Agreement.
- d. The School District shall cause an audit to be performed annually of the Fair Contribution for Public Schools Sites funds it receives uses or expends under this Agreement. The audit shall be conducted according to the generally accepted accounting principles for government entities. A copy of said audit shall be furnished to the City. The cost of this audit shall be paid for by the School District.

- e. Any time the City deems necessary, the School District shall honor the City's request for an accounting from the chief financial officer of the School District concerning the School District's use of the Fair Contribution for Public School Sites.

7. Term of Agreement

The term of this Agreement shall commence on the Effective Date, and continue for a period of ten (10) years thereafter unless renewed or extended by the mutual consent of the City and the School District. However, either party may terminate this Agreement, at any time and for any reason, upon one (1)-year written notice to the other party.

8. Miscellaneous Provisions

- a. Faith and Credit. Neither party shall extend the faith or credit of the other to any third party or entity.
- b. Amendments. This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.
- c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

The City of Longmont
Attention: City Manager
Civic Center Complex
350 Kimbark St.
Longmont, CO 80501

The St. Vrain Valley School District RE-1J
Attn: Superintendent
395 S. Pratt Parkway
Longmont, CO 80501

Notice given by mail shall be effective upon receipt.

- d. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.
- e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion of the Agreement.
- f. Indemnification. The parties agree to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District shall be responsible for its attorneys' fees and, to the extent allowed by law, for the payment of any final monetary judgment entered against the City in any such action. Nothing contained in this agreement shall

constitute any waiver by the City or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of the Agreement, and be enforceable until all claims are precluded by statutes of limitation.

- g. Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.
- h. Compliance with Ordinances and Regulations. This Agreement shall be administered consistent with all current and future City laws, rules, charters, ordinances and regulations concerning land dedication or conveyance for public school sites, or payment in-lieu of land dedication or conveyance for public school sites.
- i. No Implied Representations, warranties or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.
- j. No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- k. Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or the School District, or a collection or payment guarantee by the City to the School District. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.
- l. Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.
- m. Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall be in full force and effect the day and year first above written.

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 26-003857

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

President, Board of Education

Date

ATTEST:

Secretary, Board of Education

Date

APPROVED AS TO LEGAL FORM

School District Attorney

Date

**School Planning
Standards And
Calculation of
Land Dedication Requirements**

Single Family							
<u>School Planning Standards</u>							
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	1	0.21	525	10	0.00408	\$100,092	
		0.2	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Elem. Student Facility Size) * Elem. Site Size Standard = Acres of Land Contribution</i>						
Middle Level	1	0.12	750	25	0.00397	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Middle Student Facility Size) * Middle Site Size Standard = Acres of Land Contribution</i>						
High School	1	0.16	1200	50	0.00683	\$100,092	
		0.2	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/High School Student Facility Size) * High School Site Size Standard = Acres of Land Contribution</i>						
Total	1	0.5			0.01488	\$100,092	\$1,489
	<i>Equation: Elem. Acreage + Middle Acreage + High School Acreage = Total Acres of Land Contribution</i>						
Single Family Student Yield is ..497						\$1,489 Per Unit	

**School Planning
Standards And
Calculation of
Land Dedication Requirements**

Duplex/Triplex							
<u>School Planning Standards</u>							
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	1	0.20	525	10	0.00375	\$100,092	
		0.2	<i>Number of Students = No. of Units * Student Yield</i>				
		<i>Equation: (Number of Students/Elem. Student Facility Size) * Elem. Site Size Standard = Acres of Land Contribution</i>					
Middle Level	1	0.09	750	25	0.00297	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
		<i>Equation: (Number of Students/Middle Student Facility Size) * Middle Site Size Standard = Acres of Land Contribution</i>					
High School	1	0.09	1200	50	0.00358	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
		<i>Equation: (Number of Students/High School Student Facility Size) * High School Site Size Standard = Acres of Land Contribution</i>					
Total	1	0.37			0.01030	\$100,092	\$1,031
		<i>Equation: Elem. Acreage + Middle Acreage + High School Acreage = Total Acres of Land Contribution</i>					
Duplex/Triplex Student Yield is .372							\$1,031 Per Unit

**School Planning
Standards And
Calculation of
Land Dedication Requirements**

Multi-Family							
<u>School Planning Standards</u>							
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	1	0.15	525	10	0.00276	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Elem. Student Facility Size) * Elem. Site Size Standard = Acres of Land Contribution</i>						
Middle Level	1	0.06	750	25	0.00183	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Middle Student Facility Size) * Middle Site Size Standard = Acres of Land Contribution</i>						
High School	1	0.06	1200	50	0.00254	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/High School Student Facility Size) * High School Site Size Standard = Acres of Land Contribution</i>						
Total	1	0.26			0.00714	\$100,092	\$714
	<i>Equation: Elem. Acreage + Middle Acreage + High School Acreage = Total Acres of Land Contribution</i>						
Multi-Family Student Yield is .261							\$714 Per Unit

**School Planning
Standards And
Calculation of
Land Dedication Requirements**

Condo/Townhouse/Accessory Dwelling Units (ADU)							
<u>School Planning Standards</u>							
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	1	0.07	525	10	0.00137	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Elem. Student Facility Size) * Elem. Site Size Standard = Acres of Land Contribution</i>						
Middle Level	1	0.04	750	25	0.00130	\$100,092	
		0.0	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Middle Student Facility Size) * Middle Site Size Standard = Acres of Land Contribution</i>						
High School	1	0.04	1200	50	0.00167	\$100,092	
		0.0	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>(Number of Students/High School Student Facility Size) * High School Site Size Standard = Acres of Land Contribution</i>						
Total	1	0.15			0.00434	\$100,092	\$434
	<i>Equation: Elem. Acreage + Middle Acreage + High School Acreage = Total Acres of Land Contribution</i>						
Condo/Townhouse Student Yield is .15							\$434 Per Unit

**School Planning
Standards And
Calculation of
Land Dedication Requirements**

Mobile Home							
<u>School Planning Standards</u>							
	Number Of Units	Projected Student Yield	Student Facility Standard	Site Size Standard Acres	Acres of Land Contribution	Developed Land Value	Cash-in-lieu Contribution
Elementary	1	0.16	525	10	0.00301	\$100,092	
		0.2	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Elem. Student Facility Size) * Elem. Site Size Standard = Acres of Land Contribution</i>						
Middle Level	1	0.09	750	25	0.00283	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/Middle Student Facility Size) * Middle Site Size Standard = Acres of Land Contribution</i>						
High School	1	0.09	1200	50	0.00375	\$100,092	
		0.1	<i>Number of Students = No. of Units * Student Yield</i>				
	<i>Equation: (Number of Students/High School Student Facility Size) * High School Site Size Standard = Acres of Land Contribution</i>						
Total	1	0.33			0.00959	\$100,092	\$960
	<i>Equation: Elem. Acreage + Middle Acreage + High School Acreage = Total Acres of Land Contribution</i>						
Mobile Home Student Yield is .333						\$960	Per Unit

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to Construction Manager/General Contractor (CM/GC) Contract for the Renovation Project at Niwot Elementary School Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order #1 for \$289,209 to the Construction Manager/General Contractor (CM/GC) contract with Saunders Construction for the Renovation Project at Niwot Elementary School for a \$2,881,599 total contract value. 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 a new skylight associated with the roof replacement, and the classroom AV refresh scope for the new interactive screen panels.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$99,999 must have Board approval.

Original Agreement Amount (a)	\$ 2,592,390
Previous change orders (b)	\$ 0
Current change order (c)	\$ 289,209
Total changes (previous + current) (d)	\$ 289,209
New contract amount (e)	\$ 2,881,599

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Easement Agreements with the City of Longmont at Longmont High School
Strategic Priority - Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve the Easement Agreements with the City of Longmont at Longmont High School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign the Easements in accordance with Board of Education Policy.

BACKGROUND

This work associated with approval of these easements would greatly improve the electrical reliability to the school and would place Longmont High School on its own fuse. The school would be largely independent and unaffected by events in the surrounding area. In addition, in the rare case of an outage, the proposed configuration would lend itself to faster outage restoration. This work effort is proposed as directional boring to avoid excessive surface disturbance, and all work would be done at no cost to the school.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2026, by and between **St. Vrain Valley School District RE-1J**, a public school district and political subdivision of the State of Colorado (“Grantor”), and the City of Longmont, Colorado, a municipal corporation (“Grantee”), whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501.

RECITALS

WHEREAS, the Grantor is the owner of real property located in Boulder County, Colorado, and more particularly described on Exhibit “A,” attached hereto and incorporated herein by reference (the “Easement Property”);

WHEREAS, the Grantor has agreed to grant the easement pursuant to the terms and conditions of this Easement Agreement.

NOW THEREFORE, FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Grantor has granted, sold and conveyed, and by this Easement Agreement does grant, sell, convey and confirm to the Grantee, its successors and assigns, forever, a permanent non-exclusive easement on, over, under, and across the Easement Property for the purposes of the following, (the “Easement”):

- 1.1 Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing an electric and/or communications infrastructure, in whole or in part, and all necessary subsurface and surface appurtenances related thereto (“Improvements”) required in connection with the development, operation, use, and maintenance of the Easement Property;
- 1.2 Marking the location of the Easement, and any Improvements, by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the Easement under the terms of this Easement Agreement; and
- 1.3 Right of ingress and egress to, from, over, across, and on the Easement Property as is reasonably necessary, from time-to-time, to perform the activities listed herein in connection with the ongoing development, operation, use, and maintenance of the Easement Property and any Improvements, and to enforce the rights, terms and conditions given by this Easement Agreement.

2. The Grantor reserves the right to use and occupy the Easement for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger any of the Grantee's rights or Improvements on, over, under, or across the Easement or Grantee's use thereof.

3. That the Grantee shall have and exercise the right of lateral and subjacent support to whatever extent is necessary or desirable for the full, complete, and unmolested enjoyment of the rights herein described.

4. If it shall be necessary to disturb the surface of the Easement Property for any of the purposes listed herein, the Grantee shall restore the ground surface, including any authorized paving and any appurtenances, except as may be necessary to accommodate any of Grantee's Improvements, as near as practical to their original condition prior to any construction, within twelve (12) months, unless Grantor and Grantee mutually agree in writing otherwise.

5. That the Grantor shall not construct or allow the construction of any building, structure, or other improvements, such as any fence, gate, or ground utility connections or appurtenances on, over, under, or across the Easement, or take any action which would impair or in any way modify the Improvements or lateral or subjacent support for the Improvements, without obtaining the specific written permission of the Grantee, except as agreed upon by the parties in a final subdivision plat for the land described in Exhibit "A," the Easement Property. In the event that the Grantee's specific written permission is not obtained, the Grantee shall be permitted to immediately remove or relocate, without any liability for damages and at the sole expense of Grantor, any obstruction that interferes with or impairs the Grantee's rights hereunder.

6. That the Grantor covenants and agrees to cause the Easement area and any improvements installed by the Grantor, subject to paragraph 5, thereon to be maintained and kept, at its sole cost and expense, in good condition and state of repair.

7. The Grantor agrees to indemnify and hold harmless the Grantee, its elected and appointed officials, its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including but not limited to any person, firm, partnership or corporation in connection with or arising from Grantor's use, maintenance, or operation of the Easement area or any or all of its improvements installed thereon.

8. That the obligations of the Grantor contained in this Easement Agreement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the Grantor, and the Grantor's successors and assigns by the Grantee, and its successors and assigns.

9. That the Grantor warrants that Grantor, and all persons claiming under the Grantor, have full right, title, ownership, and lawful authority to make the grant contained here, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Easement from persons claiming the whole or any part thereto against lawful claims of all

persons whatsoever, subject to easements, encumbrances, exceptions, limitations, restrictions, and reservations contained in instruments of record prior to the date of this Easement Agreement.

10. No representations, warranties, or certifications express or implied shall exist as between the parties, except as specifically stated in this Easement Agreement.

11. The provisions of this Easement Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.

12. None of the terms or conditions in this Easement Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Grantee or the Grantor receiving services or benefits under this Easement Agreement shall be only an incidental beneficiary.

13. This Easement Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Easement Agreement in writing with the proper official signatures attached hereto.

14. No waiver of any breach or default under this Easement Agreement shall be a waiver of any other or subsequent breach or default.

15. Upon full execution hereof, the Grantee shall record this Agreement in the real property records of Boulder County, Colorado.

16. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

GRANTEE:

CITY OF LONGMONT,
a municipal corporation

Darrell Hahn,
Director of Electric Services

APPROVED AS TO FORM:

Deputy City Attorney

CA File: 20-000778

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by _____ as the Director of Electric Services for the City of
Longmont.

Witness my hand and official seal.

Notary Public

My commission expires _____.

EXHIBIT "A"

Easement Property

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH,
RANGE 69 WEST OF THE 6TH P.M., CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 33 TO BEAR NORTH 00°15'47" WEST, A DISTANCE OF 995.74 FEET BETWEEN A FOUND
NO. 5 REBAR AT THE INTERSECTION OF WARREN AVENUE AND FRANCIS STREET AND THE
NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 33 BEING A FOUND NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP IN RANGE BOX MARKED
"LS 24305" LOCATED AT THE INTERSECTION OF FRANCIS STREET AND 11TH AVENUE, WITH ALL
BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHEAST CORNER, THENCE SOUTH 12°01'55" WEST, A DISTANCE OF
159.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FRANCIS STREET AND THE POINT
OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°15'47" EAST, A
DISTANCE OF 13.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE SOUTH 89°44'13"
WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 00°15'47" WEST, A DISTANCE OF 13.00 FEET;
THENCE NORTH 89°44'13" EAST, A DISTANCE OF 9.00 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

SAID PARCEL CONTAINING 117 SQUARE FEET, MORE OR LESS.

I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF
COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF
FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED
EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME
OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN
ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND
ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR
IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED
AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO
REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN
VIOLATION OF STATE STATUTE.

JESS J. KUNTZ
COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC. -07'00'

Digitally signed by Jess Kuntz
Date: 2026.02.21 09:09:07

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 21, 2026

Flatirons, Inc.
Land Surveying Services

655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com



EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH,
 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

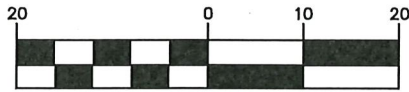
SHEET 2 OF 2



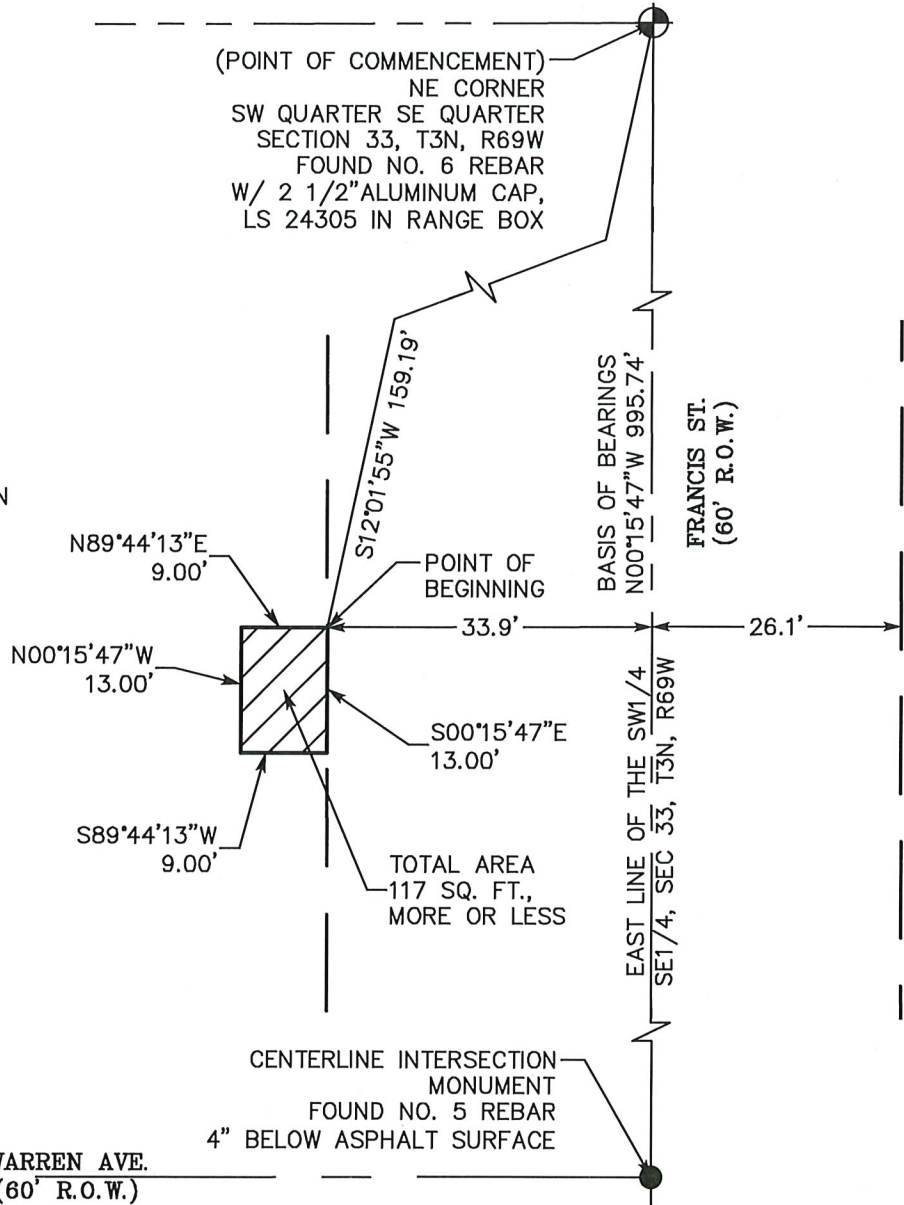
BLOCK 1,
 HIGH SCHOOL ADDITION
 REC. NO. 90709445
 9/21/1962



GRAPHIC SCALE



(IN FEET)
 1 inch = 20 ft.



JOB NUMBER: 26-83,631
 DRAWN BY: B. OELKE
 DATE: FEBRUARY 21, 2026

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BY:JKUNTZ FILE:83631 EASEMENT EXHIBITS.DWG DATE:2/21/2026 9:08 AM

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2026, by and between **St. Vrain Valley School District RE-1J**, a public school district and political subdivision of the State of Colorado (“Grantor”), and the City of Longmont, Colorado, a municipal corporation (“Grantee”), whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501.

RECITALS

WHEREAS, the Grantor is the owner of real property located in Boulder County, Colorado, and more particularly described on Exhibit “A,” attached hereto and incorporated herein by reference (the “Easement Property”);

WHEREAS, the Grantor has agreed to grant the easement pursuant to the terms and conditions of this Easement Agreement.

NOW THEREFORE, FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Grantor has granted, sold and conveyed, and by this Easement Agreement does grant, sell, convey and confirm to the Grantee, its successors and assigns, forever, a permanent non-exclusive easement on, over, under, and across the Easement Property for the purposes of the following, (the “Easement”):

- 1.1 Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing an electric and/or communications infrastructure, in whole or in part, and all necessary subsurface and surface appurtenances related thereto (“Improvements”) required in connection with the development, operation, use, and maintenance of the Easement Property;
- 1.2 Marking the location of the Easement, and any Improvements, by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the Easement under the terms of this Easement Agreement; and
- 1.3 Right of ingress and egress to, from, over, across, and on the Easement Property as is reasonably necessary, from time-to-time, to perform the activities listed herein in connection with the ongoing development, operation, use, and maintenance of the Easement Property and any Improvements, and to enforce the rights, terms and conditions given by this Easement Agreement.

2. The Grantor reserves the right to use and occupy the Easement for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger any of the Grantee's rights or Improvements on, over, under, or across the Easement or Grantee's use thereof.

3. That the Grantee shall have and exercise the right of lateral and subjacent support to whatever extent is necessary or desirable for the full, complete, and unmolested enjoyment of the rights herein described.

4. If it shall be necessary to disturb the surface of the Easement Property for any of the purposes listed herein, the Grantee shall restore the ground surface, including any authorized paving and any appurtenances, except as may be necessary to accommodate any of Grantee's Improvements, as near as practical to their original condition prior to any construction, within twelve (12) months, unless Grantor and Grantee mutually agree in writing otherwise.

5. That the Grantor shall not construct or allow the construction of any building, structure, or other improvements, such as any fence, gate, or ground utility connections or appurtenances on, over, under, or across the Easement, or take any action which would impair or in any way modify the Improvements or lateral or subjacent support for the Improvements, without obtaining the specific written permission of the Grantee, except as agreed upon by the parties in a final subdivision plat for the land described in Exhibit "A," the Easement Property. In the event that the Grantee's specific written permission is not obtained, the Grantee shall be permitted to immediately remove or relocate, without any liability for damages and at the sole expense of Grantor, any obstruction that interferes with or impairs the Grantee's rights hereunder.

6. That the Grantor covenants and agrees to cause the Easement area and any improvements installed by the Grantor, subject to paragraph 5, thereon to be maintained and kept, at its sole cost and expense, in good condition and state of repair.

7. The Grantor agrees to indemnify and hold harmless the Grantee, its elected and appointed officials, its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including but not limited to any person, firm, partnership or corporation in connection with or arising from Grantor's use, maintenance, or operation of the Easement area or any or all of its improvements installed thereon.

8. That the obligations of the Grantor contained in this Easement Agreement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the Grantor, and the Grantor's successors and assigns by the Grantee, and its successors and assigns.

9. That the Grantor warrants that Grantor, and all persons claiming under the Grantor, have full right, title, ownership, and lawful authority to make the grant contained here, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Easement from persons claiming the whole or any part thereto against lawful claims of all

persons whatsoever, subject to easements, encumbrances, exceptions, limitations, restrictions, and reservations contained in instruments of record prior to the date of this Easement Agreement.

10. No representations, warranties, or certifications express or implied shall exist as between the parties, except as specifically stated in this Easement Agreement.

11. The provisions of this Easement Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.

12. None of the terms or conditions in this Easement Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Grantee or the Grantor receiving services or benefits under this Easement Agreement shall be only an incidental beneficiary.

13. This Easement Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Easement Agreement in writing with the proper official signatures attached hereto.

14. No waiver of any breach or default under this Easement Agreement shall be a waiver of any other or subsequent breach or default.

15. Upon full execution hereof, the Grantee shall record this Agreement in the real property records of Boulder County, Colorado.

16. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

GRANTEE:

CITY OF LONGMONT,
a municipal corporation

Darrell Hahn,
Director of Electric Services

APPROVED AS TO FORM:

Deputy City Attorney

CA File: 20-000778

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this _____ day of _____,
2026, by _____ as the Director of Electric Services for the City of
Longmont.

Witness my hand and official seal.

Notary Public

My commission expires _____.

EXHIBIT "A"

Easement Property

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 8

SUBTENDED BY A CHORD BEARING SOUTH 55°30'54" WEST, A DISTANCE OF 177.71 FEET; THENCE SOUTH 81°32'32" WEST, A DISTANCE OF 58.10 FEET; THENCE SOUTH 89°33'46" WEST, A DISTANCE OF 168.19 FEET; THENCE SOUTH 71°14'06" WEST, A DISTANCE OF 131.80 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 3.61 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 12.50 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 12.50 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 9.76 FEET; THENCE NORTH 46°16'00" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 00°49'39" EAST, A DISTANCE OF 186.39 FEET; THENCE NORTH 00°00'19" WEST, A DISTANCE OF 171.67 FEET; THENCE NORTH 02°27'27" WEST, A DISTANCE OF 41.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 11TH AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°42'46" EAST, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 02°27'27" EAST, A DISTANCE OF 41.67 FEET; THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 171.81 FEET; THENCE SOUTH 00°49'39" WEST, A DISTANCE OF 188.52 FEET; THENCE SOUTH 46°16'00" WEST, A DISTANCE OF 89.77 FEET; THENCE NORTH 71°14'06" EAST, A DISTANCE OF 129.74 FEET; THENCE NORTH 89°33'46" EAST, A DISTANCE OF 168.65 FEET; THENCE NORTH 81°32'32" EAST, A DISTANCE OF 57.75 FEET TO A POINT OF CURVATURE; THENCE 179.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 197.50 FEET, AN INCLUDED ANGLE OF 52°03'17" AND SUBTENDED BY A CHORD BEARING NORTH 55°30'54" EAST, A DISTANCE OF 173.33 FEET; THENCE NORTH 29°29'16" EAST, A DISTANCE OF 35.27 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.55 FEET, THENCE NORTH 19°38'23" WEST, A DISTANCE OF 11.92 FEET; THENCE NORTH 04°31'45" EAST, A DISTANCE OF 37.97 FEET; THENCE NORTH 01°19'56" EAST, A DISTANCE OF 85.80 FEET; THENCE NORTH 11°33'54" EAST, A DISTANCE OF 129.94 FEET; THENCE NORTH 00°17'14" WEST, A DISTANCE OF 13.30 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 11TH AVENUE; THENCE ALONG

JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

Flatirons, Inc.
Land Surveying Services



655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

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EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 8

SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

- 1) NORTH 89°42'46" EAST, A DISTANCE OF 347.77 FEET TO A POINT OF CURVATURE;
- 2) THENCE 10.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET, AN INCLUDED ANGLE OF 60°00'00" AND SUBTENDED BY A CHORD BEARING SOUTH 60°17'14" EAST, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8,770 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JESS J. KUNTZ
COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

Digitally signed by Jess Kuntz
Date: 2026.02.27 09:53:27
-07'00'



JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

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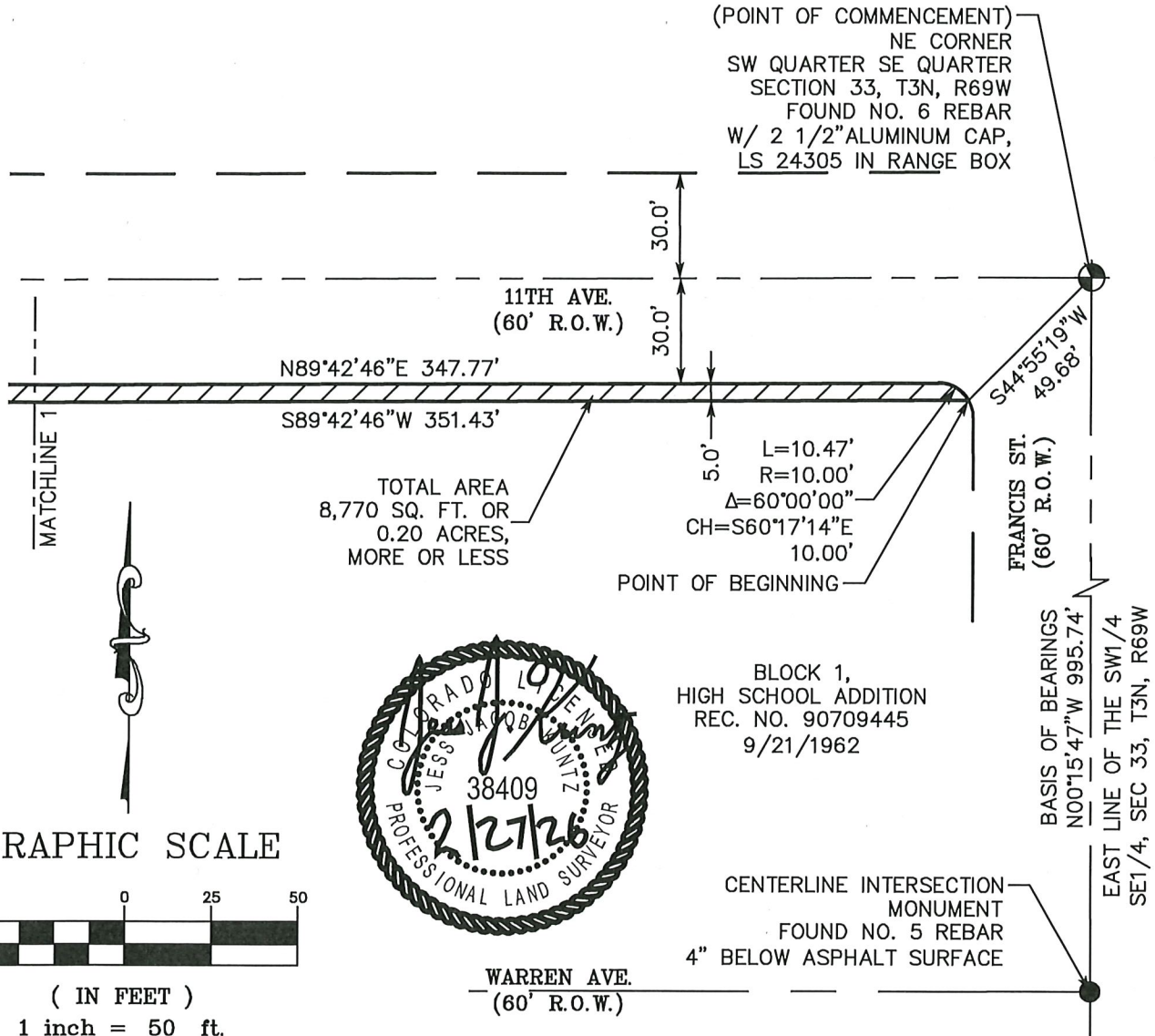
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RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

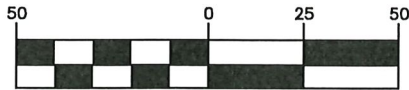
SHEET 4 OF 8



BLOCK 1,
HIGH SCHOOL ADDITION
REC. NO. 90709445
9/21/1962



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

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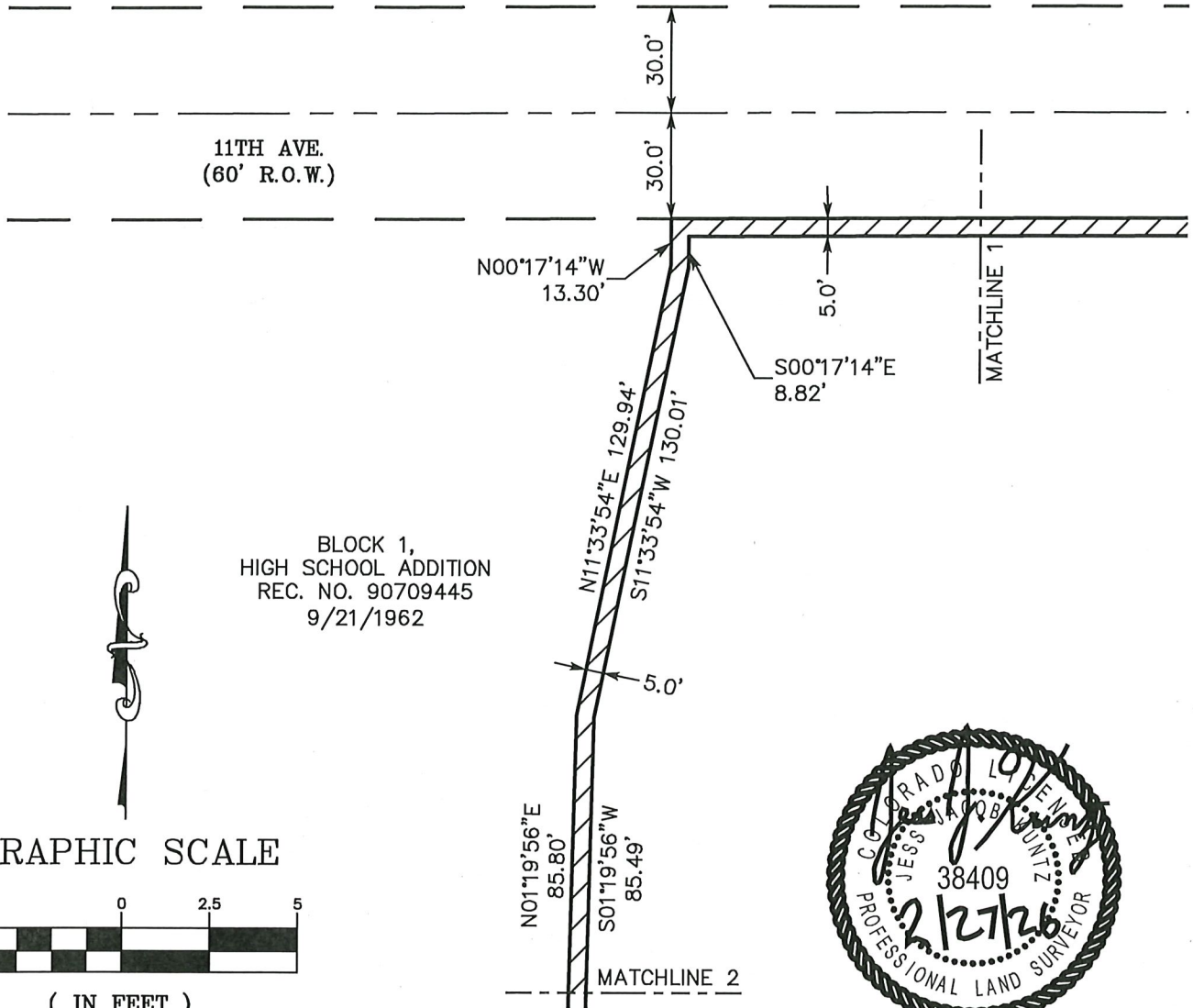
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CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 5 OF 8

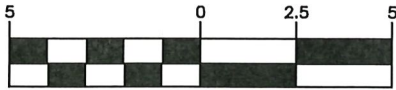


11TH AVE.
(60' R.O.W.)

BLOCK 1,
HIGH SCHOOL ADDITION
REC. NO. 90709445
9/21/1962



GRAPHIC SCALE



(IN FEET)
1 inch = 5 ft.



JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

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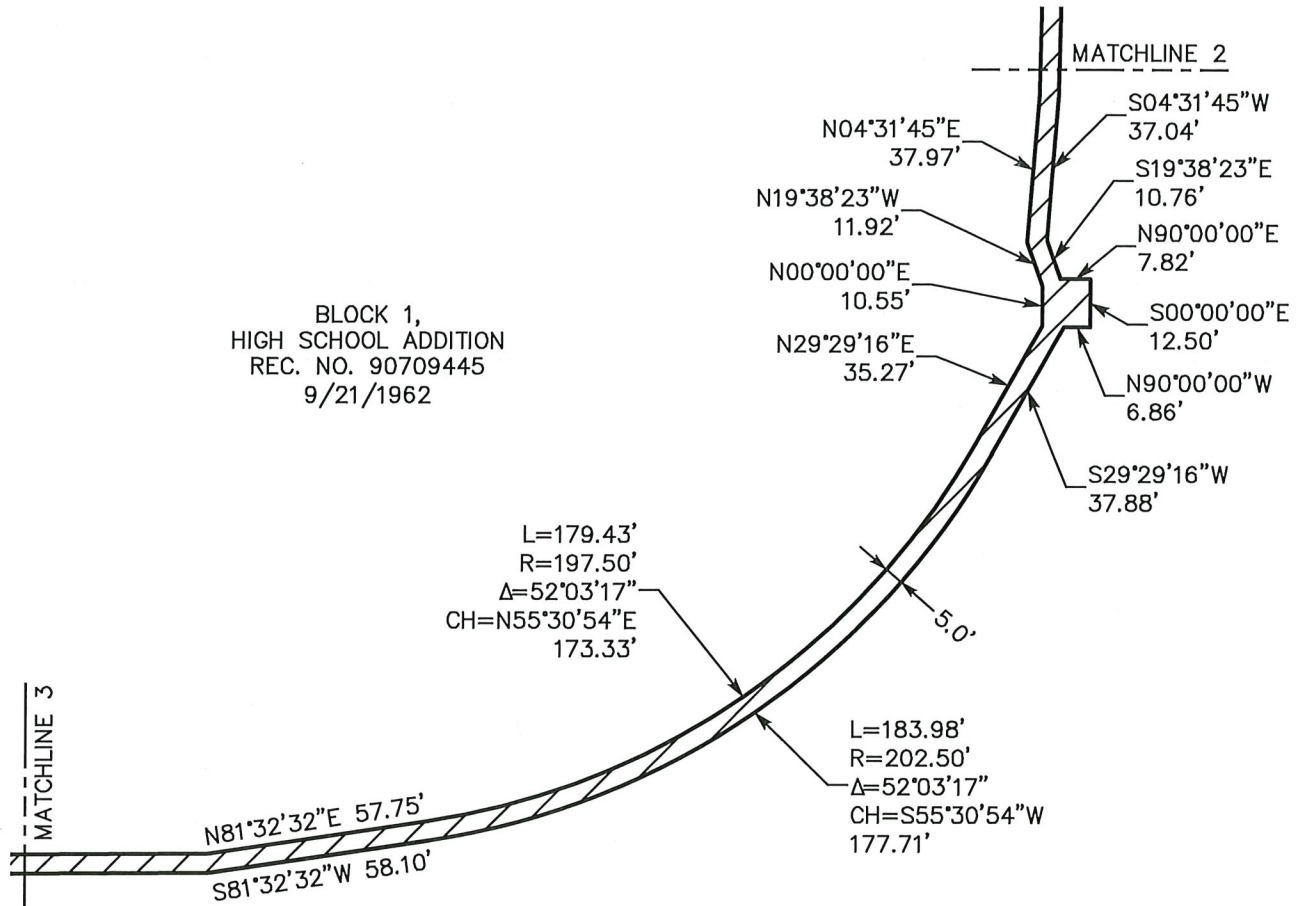
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CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 6 OF 8

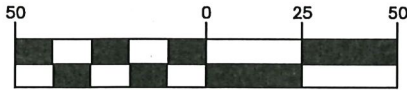
BLOCK 1,
HIGH SCHOOL ADDITION
REC. NO. 90709445
9/21/1962



MATCHLINE 3

MATCHLINE 2

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.



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DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

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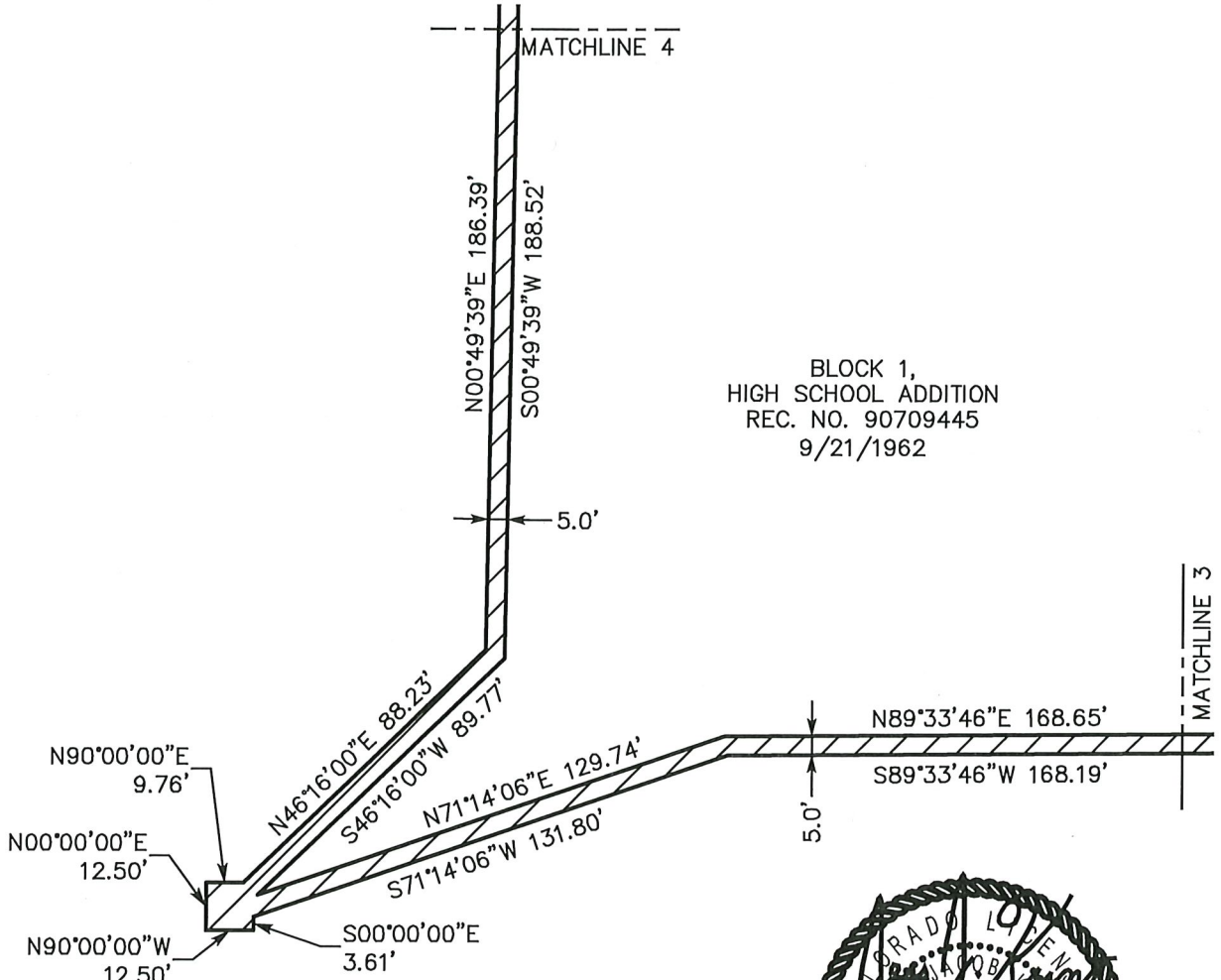
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CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 7 OF 8

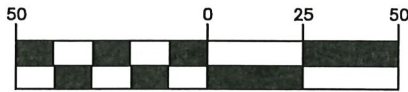
MATCHLINE 4



BLOCK 1,
HIGH SCHOOL ADDITION
REC. NO. 90709445
9/21/1962

MATCHLINE 3

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



JOB NUMBER: 26-83,631
DRAWN BY: B. OELKE
DATE: FEBRUARY 27, 2026

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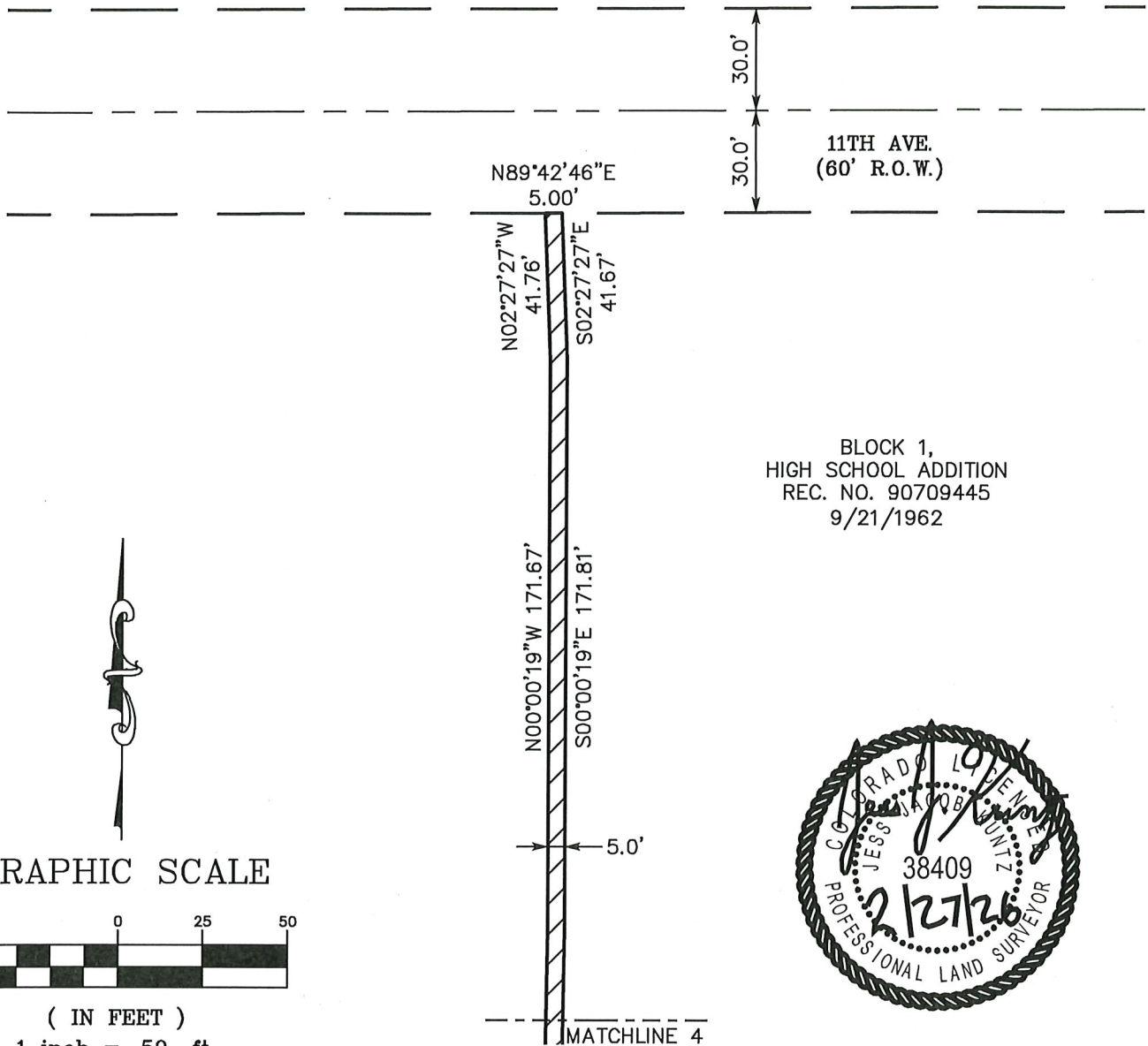
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 CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

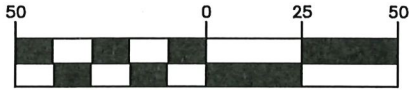
SHEET 8 OF 8



BLOCK 1,
 HIGH SCHOOL ADDITION
 REC. NO. 90709445
 9/21/1962



GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.



JOB NUMBER: 26-83,631
 DRAWN BY: B. OELKE
 DATE: FEBRUARY 27, 2026

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 Land Surveying Services

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 (303) 776-1733

www.FlatironsInc.com

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to the Consultant Services Agreement for the St. Vrain Community Montessori School Project
Strategic Priority - Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Fee Adjustment #2 for \$42,740 to the Consultant Services Agreement with Terracon Consultants, Inc., for the St. Vrain Community Montessori School Project for a total contract value of \$133,535. Further, 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 additional third party testing and inspections required to complete this project.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating contract values over \$99,999 must have Board approval.

Original Agreement Amount (a)	\$ 8,900
Previous Fee Adjustment (b)	\$ 81,895
Current Fee Adjustment (c)	\$ 42,740
Total changes (previous + current) (d)	\$124,635
New contract amount (e)	\$133,535

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Land Acquisition Deposit for the Sewer Line Extension Participation Agreement for the New High School #9 Project
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the Land Acquisition Deposit of \$750,000 to the Wyndham Hill Metro District in accordance with the Sewer Line Extension Participation Agreement for the New High School #9 Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Board previously approved the Sewer Line Extension Participation Agreement on June 25, 2025. This deposit allows St. Vrain Sanitation District to acquire property associated with the sanitary sewer extension alignment along Weld County Road 7, as noted in the agreement.

This item is being brought forth to comply with Board policy FEG stating contracts over \$99,999 require Board approval.

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to the Consultant Services Agreement for the Big Sky PK-8 Project
Strategic Priority - Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Fee Adjustment #3 for \$61,850 to the Consultant Services Agreement with Ground Engineering, Inc., for the Big Sky PK-8 Project for a total contract value of \$420,340. 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 all third-party inspections and materials testing (concrete, compaction, special inspections, etc.) to complete the project.

Funding is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEH stating cumulative change orders over \$99,999 must have Board approval.

Original Agreement Amount (a)	\$ 21,000
Previous Fee Adjustments (b)	\$337,490
Current Fee Adjustment (c)	\$ 61,850
Total changes (previous + current) (d)	\$399,340
New contract amount (e)	\$420,340

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contracts for Teachers/Non-Renewal Notices for the 2026-2027 Academic School Year

RECOMMENDATION

That the Board of Education approve teacher contracts for all probationary and non-probationary teachers currently employed by St. Vrain Valley Schools with the exception of those listed below.

Probationary teachers not recommended for contracts for the 2026-2027 school year:

Name	Position	Location
Appel, Kathryn	Elementary Music Teacher	Alpine Elementary School
Barrell, JoAnna	Science/Math/Computer Tech Teacher	Lyons Middle Senior High School
Botsch, Mallory	4th Grade Teacher	Mead Elementary School
Crossland, Kara	Counselor	Longmont High School
Dietrick, Emily	Registered Nurse	Student Services
Dyer, Crystal	Math Teacher	Erie High School
Frost, Kara	Counselor	Niwot High School
Gates, Rachel	Language Arts/Social Studies Teacher	Lyons Middle Senior High School
Gittings, Isabel	5th Grade Teacher	Longs Peak Middle School
Gonzalez, Margarita	1st Grade Bilingual Teacher	Columbine Elementary School
Haubold, Kurt	Science Teacher	Erie High School

Isom, Chandler	Kindergarten Teacher	Mountain View Elementary School
Jeffcoat, Christina	Science Teacher	Thunder Valley K-8 School
Johnston, Carilynn	Counselor	Student Services
Kelly, Evin	Counselor	Thunder Valley K-8 School
Kraft, Madison	5th Grade Teacher	Soaring Heights PK-8 School
Maida, Danielle	Student Engagement Counselor	Student Services
Martinez, Makaylin	Physical Education Teacher	Frederick High School
Parker, Adriana	2nd Grade Teacher	Hygiene Elementary School
Parrott, Randi	Language Arts Teacher	Soaring Heights PK-8 School
Passini, Jacob	Instrumental Music Teacher	Frederick High School
Pickels, Ellen	1st Grade Teacher	Highlands Elementary School
Powers, Michael	Science Teacher	Soaring Heights PK-8 School
Ready, Katlyn	Language Arts Teacher	Niwot High School
Ristvey, John	Instructional Coach	Sunset Middle School
Roberts, Nicolle	Special Education Teacher	Columbine Elementary School
Romeo, Serena	Preschool Teacher	Hygiene Elementary School
Spicer, Adam	Science Teacher	Frederick High School
Stoltz, Emmaline	5th Grade Teacher	Mead Elementary School
Sutton, Shana	Art Teacher	Sunset Middle School
Tank, Noah	5th Grade Teacher	Fall River Elementary School
Unrein, Danielle	Physical Education Teacher	Longmont High School
Varela, Karely	Social Worker	Student Services
West, Kayla	Registered Nurse	Student Services

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kaupshion, Superintendent of Schools

SUBJECT: Approval of First Reading and Adoption to Board Policies BIBA and BIBA-R, Board Member Travel, Conventions, Workshops and Other Expenses
Strategic Priority - High-Functioning School Board

RECOMMENDATION

For the Board of Education to adopt updates to Board Policies BIBA and BIBA-R (Board Member Travel, Conventions, Workshops and Other Expenses).

BACKGROUND

Revisions to board policy BIBA and BIBA-R are recommended to provide clarity regarding the approval of reasonable costs, to be determined by the Board of Education president and Chief Financial Officer, for Board member participation in activities as described in policy. The revisions were made to ensure clarity around what reasonable expenses will be covered by the District and to align Board practices with District internal financial policies regarding expense reimbursement.

Board Member Travel, Conventions, Workshops and Other Expenses

The Board faces a difficult set of challenges in its governance of a complex school district. It must develop a high-quality educational program, decide complex policy issues and oversee the prudent management of school facilities.

The public expects its elected Board members to demonstrate high-quality governance as they deal with district affairs. In turn, the Board expects public support for each member's effort to gain knowledge and understanding of the complexities of governing school districts that can only be gained by participation in educational forums such as conventions, workshops and membership in educational organizations.

The Board regards the following examples of activities and services appropriate for implementing this objective:

1. Participation in state and national school board conferences, workshops and conventions
2. District-sponsored training sessions
3. Publications and subscriptions that address the concerns of Board members, governance and educational issues
4. Technology that allows for research and speedy communications

The superintendent shall establish within the budget, funds to cover the reasonable costs, as determined by the Board of Education president of and Chief Financial Officer, for Board member participation in the types of activities and services described above. This funding shall be reviewed as part of the annual budget presentation.

Such activities or services, and reasonable expenses associated therewith will be determined by the Board of Education president and Chief Financial Officer. The determination of reimbursement for such expenses will be made by the Board of Education president, Superintendent of Schools and Chief Financial Officer.

Adopted: April 24, 2002

Revised: November 10, 2004

Revised: October 28, 2015

Revised:

LEGAL REFS: C.R.S. 22-32-104 (5) Board member compensation

C.R.S. 22-32-110 (1)(n), (u) Power to provide necessary expenses

C.R.S. 24-18-104 (3)(d), (e) Reimbursements are not considered gifts

St. Vrain Valley School District RE-1J, Longmont, Colorado

Board Member Travel, Conventions, Workshops and Other Expenses

This regulation applies to Board members and the office of the superintendent to guide their expenses relating to travel and duties of members of the Board.

From time to time extenuating circumstances or potential hardships may arise that are not covered by this regulation. In such cases, a Board member or the superintendent may appeal to the Board of Education to grant an exception to a particular section of this regulation. The resolution to such an appeal will be determined by Board vote.

Authorization for travel and conferences

Each Board member shall be authorized to attend a reasonable number of national and state conferences, workshops or in-service activities per year for the purpose of increasing self-knowledge related to issues of education and board governance.

Local or regional meetings, seminars or training sessions may also be taken at the discretion of the Board member. All travel and authorization to attend conferences shall be approved by the president of the Board in advance of such travel and prior to registration. Board members shall make a request to attend conferences, workshops, or in-service activities to the president of the Board prior to making travel arrangements.

Expenses and receipts

Upon return from any district-related travel or after incurring a reimbursable expense, the Board member is expected to account for the travel or expense within ten (10) days after such travel or expenditure. This accounting shall include a request for reimbursement or a refund to the district, as appropriate. Such expense reconciliation shall be documented on the district expense form or the mileage reimbursement form. The expense accounting shall be accepted or rejected by the signature of the treasurer and/or the president of the Board.

Expenses for which there are no receipts, e.g., tips, baggage handling, etc., shall be accounted for on the expense form with the Board member's signature testifying to the veracity of the expense. Untimely submissions, or unsigned submissions, will not be reimbursed.

EXPENSE GUIDELINES

Method of conveyance

Generally, air travel will be used for out-of-state travel and auto travel for in-state activities. ~~However, the specific methods of transportation shall be determined by the Board member.~~ Travel arrangements ~~will may~~ be made through the secretary to the Board ~~or by the Board member, at his/her choosing~~. The district shall provide for the ~~cost of standard coach~~ fare for air travel. Any upgrade for air travel or re-ticketing ~~or additional bag fees~~ shall be at the expense of the Board member. Additional incidental costs shall be at the expense of the Board member.

Auto travel will be reimbursed to the Board member at the prevailing district rate per

mile. Such requests for reimbursement should be made using the district mileage reimbursement form. Reasonable toll expenses will be reimbursed to the Board member.

Lodging

The district shall pay the hotel cost of one lowest cost standard room ~~if a Board member is traveling more than 60 miles from the Board Member's home per occasion.~~ Additional accommodations or expenses for upgraded accommodations ~~due to family attendance at the event or personal preference~~ shall be paid by the Board member.

If the Board member elects to stay an additional time at the event location for an extended visit in the area, the additional expense shall be borne by the Board member. Lodging costs reimbursed by the district shall include room fees, taxes, and parking or resort fees, if applicable. Costs for upgrades, room service charges, or other additional, optional expenses shall be borne by the Board member.

Meals

The Board member ~~will~~may use discretion in purchasing breakfast, lunch and dinner based on the location of the event and prevailing dining rates, ~~not to exceed \$50 per day. Reimbursement for meals (including gratuities) is allowed up to the maximum Meals and Incidentals (M&IE) per diem rates published by the General Services Administration (GSA), available on the GSA website.~~ The Board member shall provide receipts to establish actual costs for daily meals. If the member is in a group to which one receipt is provided, the member shall reimburse the difference between his/her meal and the total bill. Tips and gratuities associated with meals should not exceed 20% of the total bill.

If the Board participates in a banquet style meal which includes a spouse or member of the family, the Board member shall reimburse the district the actual cost of the meal, if known or \$10 for each additional lunch or \$25 for each additional dinner.

The district will not provide for reimbursement of any alcoholic beverages. Where possible, a separate check for such expenses is recommended.

Vehicle rental

~~The district does not have a preferred auto rental company.~~

If a vehicle is rented as a result of travel needs after air travel, the receipt must be retained and submitted for reimbursement. The cost of a ~~full size~~ vehicle shall be the standard for rental selection or larger is needed to accommodate the size of the party. The cost of upgrading of the vehicle shall be borne by the Board member unless such upgrade is necessary given the circumstances. Such circumstances shall be noted at the time of reimbursement reconciliation.

When a vehicle is rented, the individual Board member's auto insurance takes precedence for any accident.

The Board member shall return the vehicle to the rental company with a full tank of gas and provide the gasoline receipt for reimbursement.

Taxi fares, ride-hailing services (e.g., Uber or Lyft), or other methods of transportation will be reimbursed to the Board member as they are related to and necessary for

attendance at the conference, upon submission of a receipt.

Entertainment

~~Occasionally, in the course of a conference, certain entertainment activities are assumed for participants. The district shall reimburse a reasonable amount for entertainment when the entertainment is related to the conference program, associated with a meal event, and/or within good discretion. Entertainment or personal items not associated directly with conference attendance shall be~~

~~reimbursed to the district if such a charge is placed on a total event receipt. These items may include, but are not limited to, in-room mini-bars, in-room movies, lounge charges, and guest services. Members are strongly discouraged from charging, even with the intent of reimbursing, items for personal use or entertainment on a district related receipt when direct payment from the member is possible. This would include such items, but are not limited to, theater movies, alcoholic beverages, area special attractions or gambling expenses.~~

Phone calls

~~The district shall pay for a Board member's personal phone calls made while traveling up to \$15.00 per day.~~

Cash advances

The district may provide a reasonable cash advance to a Board member upon request. The amount of the cash advance shall be determined by the Board member through an estimate of the daily costs of the event. The member shall use the district purchase order form for this request. The Board member should provide the district with a minimum of ~~two~~ one week advanced notice if a cash advance is necessary. The Board member must provide appropriate receipts for the actual expenses and return any unused portion of the cash advance. The district expense form shall be used for documentation. ~~It is recommended that the Board member buy traveler's cheques with the cash advance funds rather than travel with cash.~~ Any theft of cash or ~~traveler's cheques~~ must be reported to local police or the loss shall be at the Board member's expense.

Other expenses

Aside from travel, Board members may incur other expenses as a result of Board membership. Each Board member has different circumstances; however, among common expenses that shall be considered reimbursable and/or within a supply request are:

- supplies and materials used to transact Board business
- ~~costs associated with cell phone use for Board business~~
- ~~costs associated with communications technology~~
- mileage for Board business travel at prevailing rates
- meals associated with conducting Board business
- other justifiable expenses approved by the Board president

In addition, communications and typical office supplies are a vital part of Board membership. Board members may request such supplies as ~~file cabinets, binders, tablets, and such, as well as technology such as computer, ISP, data lines, fax machine, cell phone, pager, etc.~~ to assist in communications and conduct Board business. Technological equipment (hardware and software) is considered a loan to

the Board member and must be returned or purchased at prevailing value once the Board member vacates Board membership. Other office supplies ~~such as file cabinets~~ shall also be returned to the district after use.

Any other expense must be justifiable in relationship to the event and pass critique by auditors of district funds and/or legal challenge. The Board member shall use the district expense form to document expenses. The appropriateness of all expenses will be determined by the president of the Board and Superintendent.

Approved: April 24, 2002

Revised: November 10, 2004

Revised: April 27, 2005

Revised: October 28, 2015

Revised:

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Update on Conflict of Interest Exception - B Young Media
Strategic Priority - Outstanding Communication and Collaboration with
Community and Corporate Partners

PURPOSE

To provide an update on the Board of Education approved conflict of interest exception for Barry Young | B Young Media.

BACKGROUND

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

Barry Young's wife, Mendi Young, is a 2nd grade teacher at Indian Peaks Elementary.

Due to Mr. Young's wife's standing as a district employee, B Young Media was approved for an exception from Board Policy GBEA, so that B Young Media could partner with the APEX Homeschool Program, Lyons Middle Senior High School and Niwot High School, for their sound and tech support needs.

The administration recommended approval of this exception, with services for the 2025-2026 school year not to exceed \$5,000. If the services were to exceed \$5,000, the exception would be brought back to the Board of Education.

B Young Media is projected to receive approximately \$11,500 for the 2025–2026 school year. This increase is primarily attributed to sound and technical support services for musical theatre performances, graduation, and student dances.

On May 28, 2025, the Board was provided an update indicating that B Young Media was expected to receive approximately \$9,350 for the 2024–2025 school year. Therefore, the administration recommends approval of this exception, with services for the 2026–2027 school year and subsequent years not to exceed \$15,000. Should the cost of services exceed \$15,000, the exception will be brought back to the Board of Education for additional approval.

MEMORANDUM

DATE: April 8, 2026

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of City of Longmont Twin Peaks Mall Urban Renewal Project
Tax Increment Revenue Agreement
Strategic Priority - Outstanding Communication and Collaboration with
Community and Corporate Partners

RECOMMENDATION

That the Board of Education approve the Tax Increment Revenue Agreement between the Longmont Urban Renewal Authority (LURA) and the St. Vrain Valley School District RE-1J in the form attached.

BACKGROUND

District staff has worked with the LURA financial team and legal counsel to develop the attached agreement to address tax increment revenue funding for the LURA Twin Peaks Mall Urban Renewal Project, consistent with state law for funding authorized urban renewal projects.

Tax Increment Revenue Agreement
(St. Vrain Valley School District RE 1J)
(Twin Peaks Mall Urban Renewal Project)

This Tax Increment Revenue Agreement (the "**Agreement**") is made and executed effective as of the _____ day of _____, 2026 (the "**Effective Date**") by and between the LONGMONT URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "**Authority**"), whose address is 350 Kimbark St., Longmont, CO 80501, and the St. Vrain Valley School District RE-1J, a public school District and political subdivision of the State of Colorado (the "**School District**"), whose address is 395 S. Pratt Pkwy., Longmont, CO 80501. The Authority and the School District are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Recitals

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 herein. Capitalized terms used herein and not otherwise defined are defined in Section 2 herein.

A. Redevelopment. The Parties understand that the real property described in Exhibit A (the "**Property**") lying within the corporate limits of the City of Longmont (the "**City**"), is proposed to be within the area of the Twin Peaks Mall Urban Renewal Plan (the "**Plan**"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Authority has recommended that the Property be included within the Twin Peaks Mall Urban Renewal Plan, which Plan will authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**"), to pay Eligible Costs of the Improvements. The Plan that includes the Property has been provided to the School District under separate cover. The final version of the Plan as approved by the City Council of the City shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects, including any and all amendments thereto. The Parties understand and agree that this Agreement is limited to a new tax increment financing area ("the **TIF Area No. 2**") with the Plan and this Agreement does not modify any pre-existing agreements between the Parties for tax increment financing with the Plan.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project includes designing, developing and constructing the Improvements (which includes paying the Eligible Costs) necessary to redevelop the Urban Renewal Area and comply with Section 31-25-107(4)(g) of the Act to afford

maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Plan is subject to the Act, including requirements imposed by HB 15-1348, as amended to date (the "Amended 1348 Requirements") for new urban renewal plans adopted after January 1, 2016. The Urban Renewal Area contains Agricultural Land that requires compliance with Sections 31-25-107(1) and (3.5) of the Act and is subject to the Amended 1348 Requirements.

D. Taxing Entities. The School District levies ad valorem property taxes on the Property included within the proposed Urban Renewal Area.

E. Equitable Deal Structure. The School District and the Authority, along with other taxing School Districts, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable taxing School Districts.

F. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on the School District services associated solely with the Plan.

Agreement

Now, therefore, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

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

2. Definitions. As used in this Agreement:

2.1 "**Act**" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 "**Agreement**" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 "**Authority**" means the Longmont Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.4 "**Bonds**" shall have the same meaning as defined in § 31-25-103 of the Act.

2.5 "**Duration**" means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in § 31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2025. The last year the assessment roll will be divided for purposes of TIF is 2050, and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2051.

2.6 "**Eligible Costs**" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.7 "**Impact Report**" means the impact report prepared by the City Longmont Redevelopment Section titled *Twin Peaks Mall Urban Renewal Area* analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to § 31-25-107(3.5) of the Act.

2.8 "**Improvements**" means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.9 "**Party**" or "**Parties**" means the Authority and the School District, or each and their lawful successors and assigns.

2.10 "**Plan**" means the urban renewal plan defined in Recital A herein.

2.11 "**Project**" shall have the same meaning as Urban Renewal Project.

2.12 "**Property Tax Increment Revenues**" means the incremental property tax revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project. Provided however, any property tax increment generated by new oil and gas well sites developed within the boundaries of the Project after the adoption of the Plan shall not be included or otherwise captured as increment and shall instead be subject to all taxes levied by taxing districts at the then current mill levy rate.

2.13 "**Remitted School District Increment**" means the portion of the School District Increment generated by all mill levies imposed by the School District, except the mills levied by the School District pursuant to C.R.S. § 22-54-106, to fund the School District's share of its Total Program, which must be remitted to the School District by the Authority in accordance with Section 5.1 hereof.

2.14 "**Retained School District Increment**" means the School District Increment which may be retained and expended by the Authority in accordance with Section 5.1 hereof.

2.15 "**School District Increment**" means the portion of Property Tax Increment Revenues generated by the School District mill levy, received by the Authority from the Boulder County Treasurer.

2.16 "**Special Fund**" means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.17 "**TIF**" means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

2.18 "**TIF Area No. 2**" means the area of the Property that is the subject of this Agreement. A legal description of said area is included with this Agreement as Exhibit B.

2.19 "**City**" means the City of Longmont, Colorado.

2.20 "**Urban Renewal Area**" means the area included in the boundaries of the Plan.

2.21 "**Urban Renewal Project**" means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. Impact Report. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with C.R.S. § 31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the School District hereby waives any other statutory requirements related to receipt of the Impact Report.

4. Property Tax Increment Revenues. In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of School District Increment Revenues as set forth herein.

4.1 School District Increment Revenues. The School District and the Authority agree that the Authority shall remit the Remitted School District Increment on or before the 20th day of each month, for the previous month, commencing on the date of approval by the City of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act. The School District and the Authority agree that the Authority may retain and expend, in furtherance of the Urban Renewal Project, the Retained School District Increment for TIF Area No. 2, commencing on the date of approval by the City of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act; or 3) revisions to the Public School Finance Act of 1994, §§ 22-54-101, *et seq.*, C.R.S, that result in

the discontinuation of state funding to the School District of amounts defined herein as the Retained School District Increment, in which case Section 9.2 herein shall apply. Upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act, the entire School District Increment shall be paid by the Boulder County Treasurer to the School District, and not to the Authority. The Authority shall annually provide a written report to the School District on progress towards completion of the Improvements. The report shall include information related to any significant changes in project scope or cost.

4.2 All School District Increment upon receipt by the Authority will be deposited into the Special Fund to be utilized in accordance with Section 5.1 hereof. No School District Increment will be deposited or transferred into any other Authority fund or into the general fund or any other fund.

5. Pledge of Property Tax Increment Revenues. The School District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(2)(b) of the Act, the Authority has the right to pledge the Retained School District Increment to the payment of the Authority's Bonds (if any are or have been issued) and other financial obligations incurred in connection with the Urban Renewal Project. The School District and the Authority also recognize and agree that this Agreement is an indebtedness of the Authority under § 31-25-107(9)(a)(II) of the Act. The Retained School District Increment, when and as received by the Authority is and shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Retained School District Increment shall have priority over any and all other obligations and liabilities of the Authority with respect to the Retained School District Increment. 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 Authority irrespective of whether such persons have notice of such lien. Provided, however, the Parties agree that the Retained School District Increment Pledged hereunder shall be capped at a total amount of fifteen million, one hundred thousand dollars and 00/100 cents (\$15,100,000.00) for the term of this Agreement.

6. Waiver. The School District acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the School District hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the School District. The School District agrees that it has received information equivalent to the

information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore deem that requirement satisfied.

7. Limitation of Agreement. This Agreement applies only to the School District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Boulder County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, for TIF Area No. 2, and does not include any other revenues of the School District, City or the Authority.

8. Miscellaneous.

8.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the events herein occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

8.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the School District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

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

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

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action

relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

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

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

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

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

8.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the School District are hereby authorized to execute this Agreement electronically via

facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

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

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

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

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

day shall be extended until the next day on which such banks and State offices are open for the transaction of business.

8.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

8.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-107(9.5).

[Remainder of page intentionally left blank]

In Witness Whereof, the Authority and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

St. Vrain Valley School District RE 1J
District, a Colorado public school district
and political subdivision of the State

Attest: _____
By: _____

By: _____
Title: _____

Longmont Urban Renewal Authority, a
body corporate and politic of the State
of Colorado

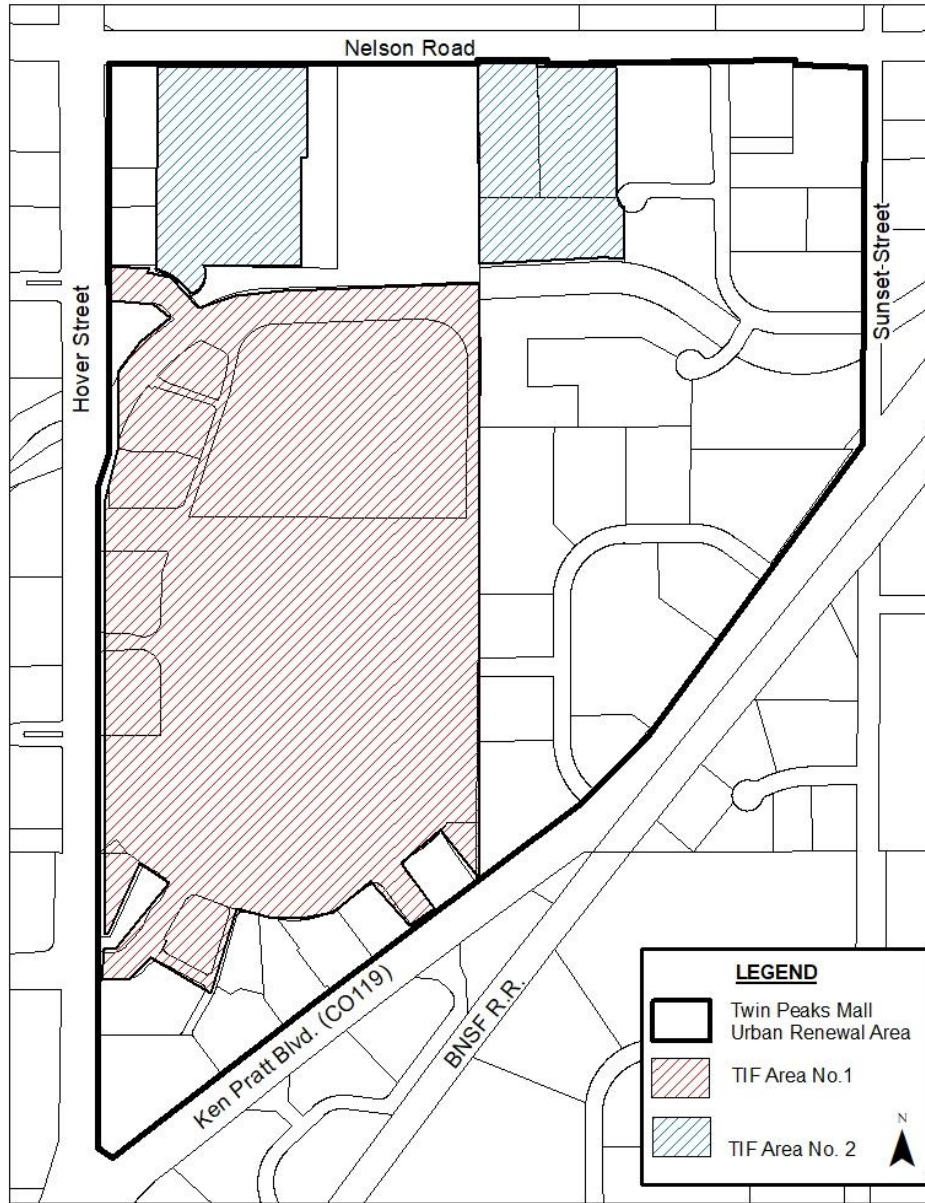
Attest: _____
By: _____

By: _____
Title: _____

CA File: 26-003796

Exhibit A

MAP AND LEGAL DESCRIPTION OF THE TWIN PEAKS MALL URBAN RENEWAL AREA



A parcel of land located in the SW1/4 of Section 9 and the NW1/4 of Section 16, T2N, R69W of the 6th P.M., County of Boulder, State of Colorado, bounded on the North by the Southerly Right-of-Way Line of Nelson Road, bounded on the East by the Westerly Right-of-Way Line of Sunset Street, bounded on the South by the Northerly Right-of-Way Line of Ken Pratt Boulevard (Colorado State Highway No. 119) and bounded on the West by the Easterly Right-of-Way Line of Hover Road, being more particularly described as follows:

COMMENCING at the W1/4 Corner of said Section 9 from which the C1/4 Corner of said Section 9 bears S89°56'18"E, 2608.00 feet (Basis of Bearing); Thence S89°56'18"E, 80.00 feet along the North Line of said SW1/4 of Section 9 to the Northerly Extension of said Easterly Right-of-Way Line of Hover Road; Thence S00°00'26"W, 60.00 feet along said Easterly Right-of-Way Line extended to said Southerly Right-of-Way Line of Nelson Road and the POINT OF BEGINNING;

Thence along said Southerly Right-of-Way Line of Nelson Road the following eleven (11) courses:

- 1) S89°56'18"E, 1223.87 feet being also the Northerly Line of Twin Peaks Mall Subdivision according to the Plat recorded October 19, 1984 in Plan File P-16 F-4 #15 &16 of the Boulder County records to the West Line of the E1/2 of said SW1/4 of Section 9;
- 2) N00°07'44"E, 19.00 feet along said West Line of the E1/2 of the SW1/4 of Section 9 to the Southwest Corner of the Right-of-Way conveyed to the City of Longmont by Warranty Deed recorded June 25, 1986 in Film 1415 at Reception No. 769084 of said Boulder County records;
- 3) S89°56'18"E, 437.51 feet along the South Line of said Right-of-Way and along the South Line of the Right-of-Way conveyed to the City of Longmont by Warranty Deed recorded February 26, 1986 in Film 1396 at Reception No. 743824 of said Boulder County records to the Southeast Corner thereof;
- 4) N00°06'16"E, 8.00 feet along the East Line of said Right-of-Way as described in said Film 1396 at Reception No. 743824 to the Northeast Corner thereof being a point on the Southerly Right-of-Way Line of Boulder County Road 20;
- 5) S89°56'18"E, 20.24 feet more or less, along said Southerly Right-of-Way Line to the Northerly Extension of the West Line of Lot 1, Block 4 of Sunset Diagonal Business

Park according to the Plat recorded December 23, 1985 in Plan File P-19 F-2 #10 of said Boulder County records;

- 6) S00°06'16"W, 27.00 feet along said Northerly Extension to the Northwest Corner of said Lot 1, Block 4, Sunset Diagonal Business Park;
- 7) S89°56'18"E, 375.10 feet along the North Line of said Lot 1 and its Easterly Extension to the Easterly Right-of-Way Line of Korte Place as platted by said Sunset Diagonal Business Park;
- 8) N00°03'42"E, 19.00 feet along the Northerly Extension of said Easterly Right-of-Way Line to the Southwest Corner of the Right-of-Way conveyed to the City of Longmont by Warranty Deed recorded March 24, 1986 in Film 1400 at Reception No. 748637 of said Boulder County records;
- 9) S89°56'18"E, 205.04 feet more or less, along the South Line of said Right-of-Way to the Southeast Corner thereof being also a point on the Northerly Extension of the West Line of Lot 1, Block 1 of said Sunset Diagonal Business Park;
- 10) S00°03'42"W, 19.00 feet along said Northerly Extension to the Northwest Corner of said Lot 1, Block 1, Sunset Diagonal Business Park;
- 11) S89°56'18"E, 230.98 feet along the North Line of said Lot 1, Block 1 to the Northeast Corner thereof being a point on said Westerly Right-of-Way Line of Sunset Street;

Thence along said Westerly Right-of-Way Line of Sunset Street according to said Sunset Diagonal Business Park the following two (2) courses:

- 1) S00°15'03"W, 1204.32 feet to a non-tangent point of curve to the left;
- 2) 72.61 feet along the arc of said curve concave to the Southeast, said arc having a radius of 11535.00 feet, a central angle of 00°21'38", and being subtended by a chord that bears S38°03'56"W, 72.61 feet to the North Line of Longs Peak Industrial Park according to the Plat recorded August 14, 1975 in Plan File P-5 F-1 #43 & 44 of said Boulder County records;

Thence N89°58'28"E, 25.62 feet along said North Line to a non-tangent point of curve to the left on said Northerly Right-of-Way Line of Ken Pratt Boulevard (Colorado State Highway No. 119);

Thence along said Northerly Right-of-Way Line of Ken Pratt Boulevard (Colorado State Highway No. 119) according to said Longs Peak Industrial Park the following six (6) courses:

- 1) 180.34 feet more or less along the arc of said curve concave to the Southeast, said arc having a radius of 11535.00 feet, a central angle of $00^{\circ}53'45''$, and being subtended by a chord that bears $S36^{\circ}30'27''W$, 180.33 feet to a non-tangent point;
- 2) $S36^{\circ}10'24''W$, 735.00 feet;
- 3) $S37^{\circ}39'24''W$, 294.00 feet to a non-tangent curve to the right;
- 4) 264.23 feet along the arc of said curve concave to the Northwest, said arc having a radius of 1835.00 feet, a central angle of $08^{\circ}15'01''$, and being subtended by a chord that bears $S44^{\circ}47'54''W$, 264.00 feet to a non-tangent point;
- 5) $S51^{\circ}56'24''W$, 294.00 feet;
- 6) $S53^{\circ}25'24''W$, 139.55 feet to the East Line of the W1/2 of said NW1/4 of Section 16 being also the Southeast Corner of said Twin Peaks Mall Subdivision;

Thence continuing along said Northerly Right-of-Way Line of Ken Pratt Boulevard (Colorado State Highway No. 119) according to said Twin Peaks Mall Subdivision the following two (2) courses;

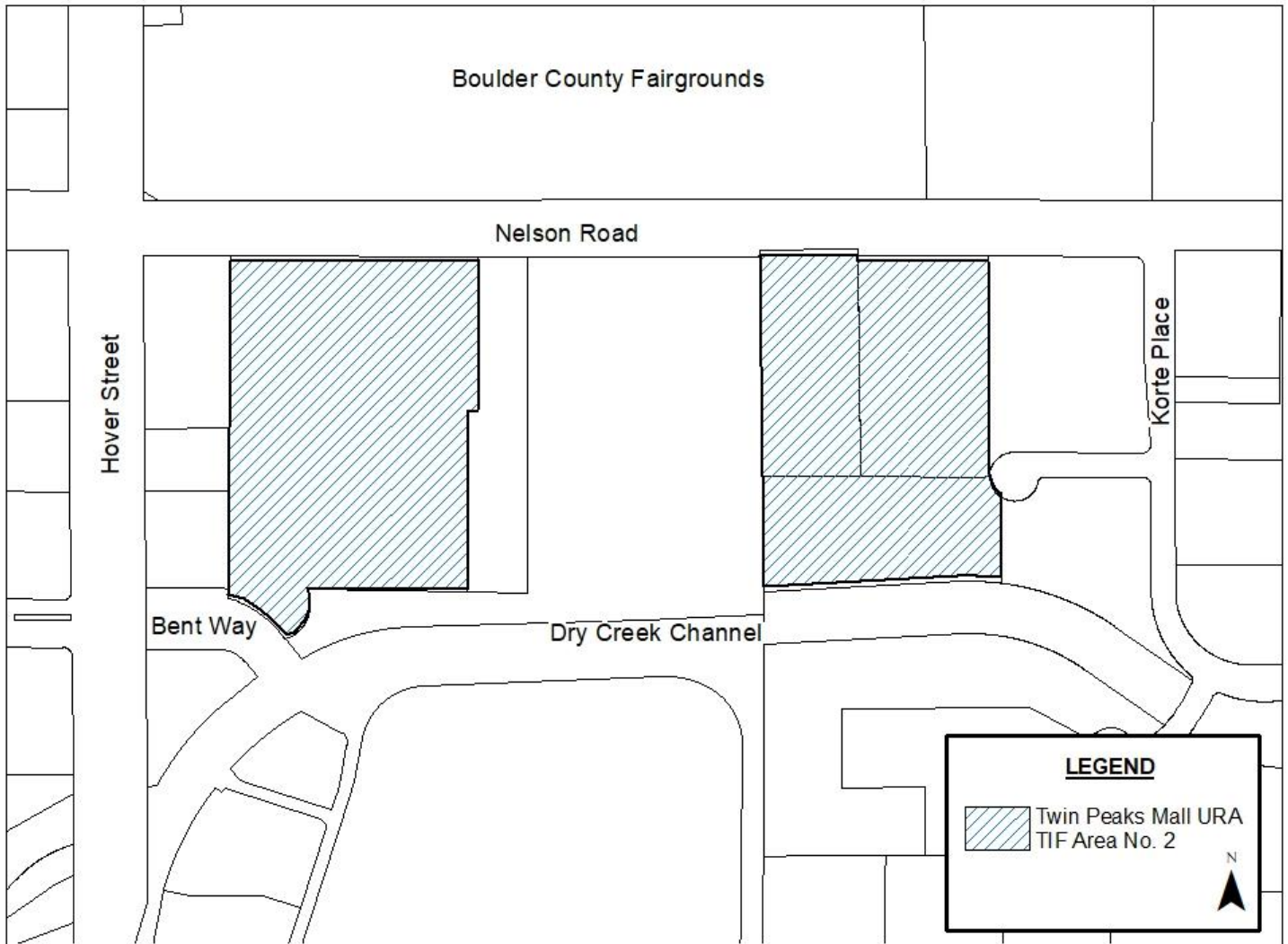
- 1) $S53^{\circ}25'24''W$, 1511.13 feet;
- 2) $N36^{\circ}48'41''W$, 53.14 feet more or less, to said Easterly Right-of-Way Line of Hover Street;

Thence along said Easterly Right-of-Way Line of Hover street according to said Twin Peaks Mall Subdivision the following four (4) courses:

- 1) $N00^{\circ}25'13''E$, 953.98 feet;
- 2) $N00^{\circ}00'26''E$, 1241.07 feet;
- 3) $N15^{\circ}57'09''E$, 72.80 feet;
- 4) $N00^{\circ}00'26''E$, 1279.83 feet more or less, to the POINT OF BEGINNING;

Area = 6,484,053 square feet or 148.853 acres, more or less.

Exhibit B
MAP AND LEGAL DESCRIPTION OF TIF AREA NO. 2



A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO BEAR SOUTH 89°41'05" EAST, A DISTANCE OF 1304.02 FEET BETWEEN A 2.5" BRASS CAP IN CONCRETE IN MONUMENT BOX PARTIALLY ILLEGIBLE BUT MARKED "S13446" AND A 2" ALUMINUM CAP ON IRON POST IN CONCRETE IN RANGE BOX MARKED "FRANK R. DREXEL L.S. 2149", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 9, THENCE SOUTH 89°41'05" EAST, A DISTANCE OF 253.82 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 01°00'00" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NELSON ROAD AND THE NORTHWEST CORNER OF LOT 1B, TWIN PEAKS MALL SUBDIVISION REPLAT "E", RECORDED IN BOULDER COUNTY AT RECEPTION #01512239, THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'05" EAST, A DISTANCE OF 1050.85 FEET TO THE NORTHEAST CORNER OF LOT 2B, OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E", SAID POINT ALSO BEING NORTHWEST CORNER OF AN UNPLATTED PARCEL OF LAND KNOWN AS 1925 NELSON ROAD, RECORDED IN BOULDER COUNTY AT RECEPTION #03993573, FROM WHENCE THE WEST-CENTER 1/16TH CORNER OF SECTION 9 BEARS NORTH 00°22'35" EAST, A DISTANCE OF 60.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'05" EAST, A DISTANCE OF 195.11 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 1, FLETCHER MINOR SUBDIVISION, RECORDED IN BOULDER COUNTY AT RECEPTION #02899600;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'05" EAST, A DISTANCE OF 262.56 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 1 SOUTH 00°21'29" WEST, A DISTANCE OF 440.95 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SUNSET DIAGONAL BUSINESS PARK, RECORDED IN BOULDER COUNTY AT RECEPTION #00732990, TO THE BEGINNING OF A CURVE;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 3, 50.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN INCLUDED ANGLE

OF 57°37'29" AND SUBTENDED BY A CHORD BEARING SOUTH 28°29'29" EAST, A DISTANCE OF 48.19 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2, BLOCK 3;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00°32'15" WEST, A DISTANCE OF 165.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 3, TO THE BEGINNING OF A CURVE;

THENCE ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 3, 76.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 506.00 FEET, AN INCLUDED ANGLE OF 08°37'05" AND SUBTENDED BY A CHORD BEARING NORTH 87°41' 42" WEST, A DISTANCE OF 76.04 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 87°59'44" WEST, A DISTANCE OF 404.96 FEET TO A POINT ON THE EAST LINE OF LOT 2B, OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E";

THENCE ALONG SAID EAST LINE SOUTH 00°22'35" WEST, A DISTANCE OF 32.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE ALONG THE SOUTH LINE OF SAID LOT 2B SOUTH 88°00'00" WEST, A DISTANCE OF 710.00 FEET, TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ALONG SAID SOUTH LINE 222.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN INCLUDED ANGLE OF 29°42'07" AND SUBTENDED BY A CHORD BEARING SOUTH 73°08'57" WEST, A DISTANCE OF 220.42 FEET TO THE SOUTH CORNER OF SAID LOT 2B;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E" NORTH 39°30'00" WEST, A DISTANCE OF 68.19 FEET TO THE, TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE 111.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, AN INCLUDED ANGLE OF 39°54' 49" AND SUBTENDED BY A CHORD BEARING NORTH 59°27'24" WEST, A DISTANCE OF 109.22 FEET TO THE SOUTHWEST CORNER OF LOT 1B, TWIN PEAKS MALL SUBDIVISION REPLAT "E";

THENCE ALONG THE WEST LINE OF SAID LOT 1B NORTH 01°00'00" EAST, A DISTANCE OF 681.43 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF NELSON ROAD, ALSO BEING THE NORTHWEST CORNER OF LOT 1B, THE TRUE POINT OF BEGINNING.

EXCLUDING:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO BEAR SOUTH 89°41'05" EAST, A DISTANCE OF 1304.02 FEET BETWEEN A

2.5" BRASS CAP IN CONCRETE IN MONUMENT BOX PARTIALLY ILLEGIBLE BUT MARKED "S

13446" AND A 2" ALUMINUM CAP ON IRON POST IN CONCRETE IN RANGE BOX MARKED "FRANK R. DREXEL L.S. 2149", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 9, THENCE SOUTH 89°41'05" EAST, A DISTANCE OF 253.82 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 01°00'00" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NELSON ROAD AND THE NORTHWEST CORNER OF LOT 1B, TWIN PEAKS MALL SUBDIVISION REPLAT "E", RECORDED IN BOULDER COUNTY AT RECEPTION #01512239;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'05" EAST, A DISTANCE OF 474.23 FEET TO THE NORTHWEST CORNER OF LOT 1C, OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E", BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'05" EAST, A DISTANCE OF 576.62 FEET TO THE NORTHEAST CORNER OF LOT 2B, OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E";

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2B SOUTH 00°22'35" WEST A DISTANCE OF 695.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2B;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2B, SOUTH 00°22'35" WEST A DISTANCE OF 710.00 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING ALONG SAID SOUTH LINE 222.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AN INCLUDED ANGLE OF 29°42'07" AND SUBTENDED BY A CHORD BEARING SOUTH 73°08'57" WEST, A DISTANCE OF 220.42 FEET TO THE SOUTH CORNER OF SAID LOT 2B;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E" NORTH 39°30'00" WEST, A DISTANCE OF 68.19 FEET TO THE BEGINNING OF A CURVE;

THENCE CONTINUING 100.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, AN INCLUDED ANGLE OF 38°25'31" AND SUBTENDED BY A CHORD BEARING SOUTH 19°31'41" EAST, A DISTANCE OF 98.72 FEET TO A POINT BEING A CORNER OF LOT 1B OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E";

THENCE ALONG A SOUTHERLY LINE OF SAID LOT 1B NORTH 89°41'05" WEST A DISTANCE OF 324.82 FEET TO THE SOUTHWEST CORNER OF LOT 1C OF SAID TWIN PEAKS MALL SUBDIVISION REPLAT "E";

THENCE ALONG WESTERLY LINE OF LOT 1C, TWIN PEAKS MALL SUBDIVISION REPLAT "E", NORTH 00°22'35" EAST A DISTANCE OF 367.00 FEET;

THENCE SOUTH 89°41'05" EAST ALONG A LINE TO THE EAST A DISTANCE OF 20.00 FEET;

THENCE ALONG THE WESTERLY LINE OF LOT 1C, TWIN PEAKS MALL SUBDIVISION REPLAT "E" NORTH 00°18'55" EAST A DISTANCE OF 267.00 FEET TO THE POINT OF BEGINNING.