

August 13, 2025

Karen Ragland, 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, Treasurer
- Sarah Hurianek, Secretary
- Geno Lechuga, Member
- Karen Ragland, President
- Jackie Weiss, Assistant Secretary

PUBLIC COMMENT PROCESS

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

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

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

1. CALL TO ORDER:

6:00 pm Regular Business Meeting

2. ADDENDUMS/CHANGES TO THE AGENDA:

3. VISITORS:

24-25 Spring Athletics Presentation

4. AUDIENCE PARTICIPATION:

5. SUPERINTENDENT'S REPORT:

6. REPORTS:

- 6.1 Districtwide Savings on Procurement Activities - Fiscal Year 2025
- 6.2 Advanced Placement Summer Institute

7. CONSENT ITEMS:

- 7.1. Approval: Staff Terminations/Leaves
- 7.2. Approval: Staff Appointments
- 7.3. Approval: Minutes for the June 11, 2025 Regular Meeting, June 25, 2025 Study Session, and June 25, 2025 Regular Meeting
- 7.4. Approval: Purchase of Equipment for Maintenance of Grounds
- 7.5. Approval: First Amendment to Lease Agreement with GCC Longmont Holdings for APEX Building
- 7.6. Approval: Architect Selection for Lyons Elementary School Secure Entrance Project
- 7.7. Approval: Easement Agreement with Public Service Company of Colorado at Red Hawk Elementary
- 7.8. Approval: Contract Award for Fiber Construction and Installation for the New High School #9 Project
- 7.9. Approval: City of Longmont Water Easement Agreement for the Innovation Center Expansion Project
- 7.10. Approval: Utility Easement Agreement for the New Mead PK-8 Project

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- 7.11. Approval: City of Longmont, Longmont Power & Communications (LPC) Easement Agreement for the Innovation Center Expansion Project
- 7.12. Approval: Utility Easement Agreement for the New High School #9 Project
- 7.13. Approval: Change Order to SPARK! Discovery Asphalt Replacement
- 7.14. Approval: Contract Award for Niwot Elementary Roof Replacement
- 7.15. Approval: Contract Award for Districtwide Camera Server Purchase
- 7.16. Approval: Contract Award for Computerized Maintenance Management System Purchase
- 7.17. Approval: Contract Award for Erie High School Field Lighting
- 7.18. Approval: Intergovernmental Agreements with Boulder, Larimer and Weld Counties, and the City and County of Broomfield

8. ACTION ITEMS:

- 8.1. Recommendation: Approval of First Reading of Board Policy KBE - Relations with Parent Organizations

9. DISCUSSION ITEMS:

10. ADJOURNMENT:

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

Wednesday, August 20 6:00 - 8:00 pm Study Session
Wednesday, August 27 6:00 - 8:00 pm Regular Meeting

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Districtwide Savings on Procurement Activities-Fiscal Year 2025
Strategic Priority – Strong District Finances, Student Achievement and Success

PURPOSE

To provide the Board of Education an annual report regarding the key functions and efficiencies in the Procurement Department. The Procurement Department provides buying and contracting services in support of all District schools and departments. In addition, the department coordinates the sale and disposal of District surplus property. This report demonstrates the value of the services provided by the Procurement Department, showcasing key performance measures such as procurement cost savings, vendor participation, cooperative purchases, solicitation requests facilitated, and proceeds from surplus property sales and disposal.

BACKGROUND

Procurement Cost Savings: The attached cost savings report details activities completed by the procurement staff in FY25. The FY25 spreadsheet details total purchases and contracts of \$17,610,855 reflecting a total cost savings of \$4,203,302

This represents a 19% savings rate on all purchases during FY25. Cost savings are calculated as the difference between the total purchase price and the benchmark retail value. For formal solicitations, savings are based on the difference between the awarded contract amount and the average of all submitted bid proposals. For cooperative purchases, savings are calculated as the difference between the retail cost and the cooperative contract price. The report provides an accurate representation of savings generated through the efforts of the procurement staff.

In FY25, the procurement team facilitated 53 formal Invitations to Bid (ITB), Requests for Proposal (RFP) and Quotes, securing qualified contractors while maintaining fairness and transparency. Procurement ensures the integrity of every solicitation by encouraging broad vendor participation and equitable treatment of all suppliers, as reflected in the number of competitive responses received.

Processes Where No Cost Savings Reported: Procurement staff review and process all district purchase orders. The vast majority of the purchase orders are not subject to bidding requirements and have no savings reported. Some purchases are made with p-cards and are not reported as cost savings when these purchases are made without the direct involvement of procurement staff.

The reports do not reflect cost savings from service and term contract solicitations completed by the procurement staff from previous years. The District's objectives for establishing these contracts are to reduce costs by eliminating repetitive bidding requirements for each project that leads to improved flow of information between the contractor and our District.

E-Rate Funding Reimbursement: The District currently participates in the Federal Communications Commission (FCC) E-Rate Program, which makes telecommunications and information services more affordable for school districts by providing discounts for telecommunications, internet access, and internal connections to eligible schools and libraries. By participating in this program through bids and contracts established by procurement and DTS, the District received a 60% discount on total purchases amounting to \$4,468,017. Consequently, the District will receive reimbursements in the amount of \$2,680,810 for purchases made in FY25.

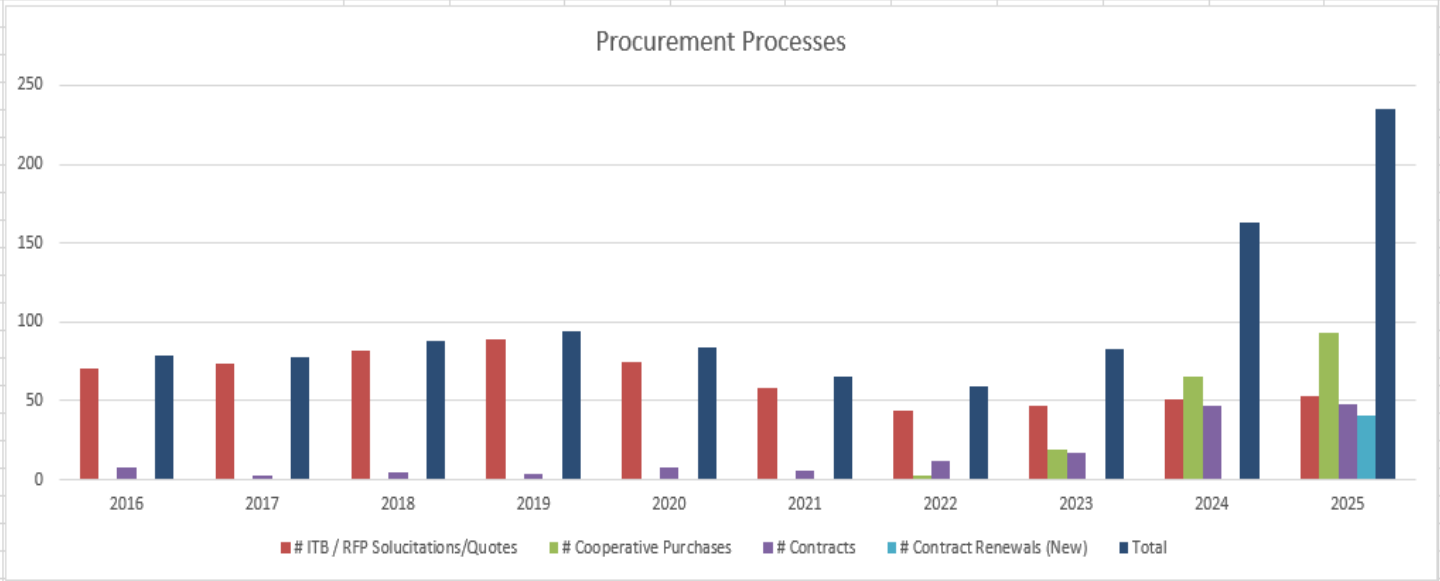
Surplus Property Sales/Disposal: It is the responsibility of the Procurement Department to oversee the declaration and disposal of District surplus equipment, furniture and materials - including textbooks, library books and technology products. The disposal of District surplus is fundamentally an issue of demonstrating proper stewardship of public resources in accordance with District policies and ethical standards. Items not needed are sold through competitive bid, online auction or offered without cost to charitable and civic organizations per Board policy. Contracts were established with pre-qualified surplus technology buyback providers to streamline technology surplus disposal and increase revenue. Sale proceeds are used to supplement capital project funds.

The following provides a summary of the proceeds from the sales of surplus assets received from July 1, 2024 through June 30, 2025.

Online Public Surplus	\$ 27,521
Technology Buyback (iPads)	<u>\$4,128,890</u>
Total Revenue from Surplus:	\$4,156,411

The Procurement Department strives to improve internal processes by streamlining both our performance and the services we provide. We are refining our annual report by continually researching best practices, establishing and tracking more key performance measures, and enhancing customer satisfaction. Evidence of this is shown in the charts below, which provides key performance indicators regarding specific procurement processes.

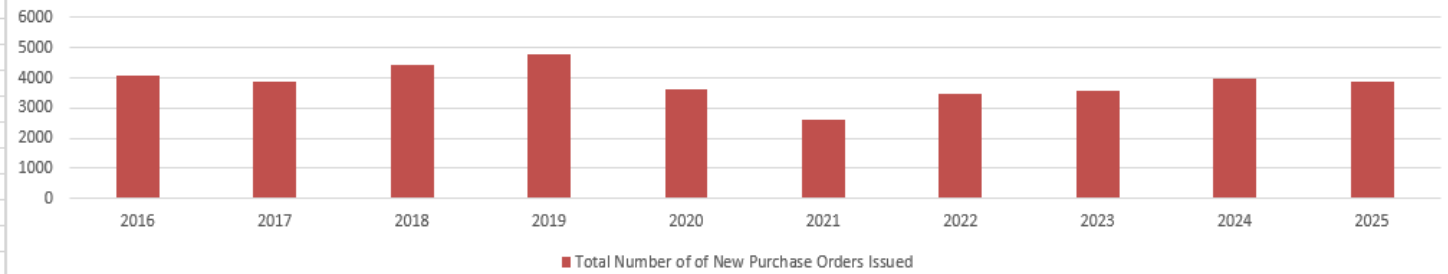
Procurement Processes											
Fiscal Yr.	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
# ITB / RFP Solicitations/Quotes	70	74	82	89	75	58	44	47	51	53	
# Cooperative Purchases	1	1	1	1	1	1	3	19	65	93	
# Contracts	8	3	5	4	8	6	12	17	47	48	
# Contract Renewals (New)	0	0	0	0	0	0	0	0	0	41	
Total	79	78	88	94	84	65	59	83	163	235	



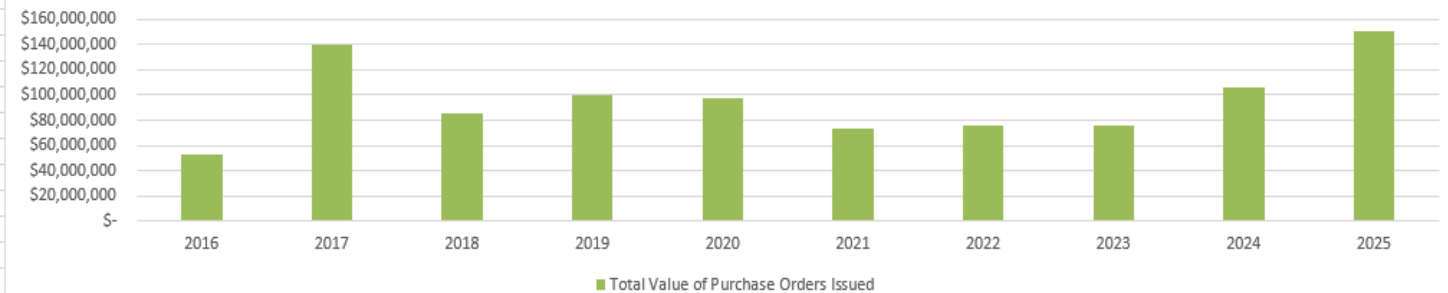
Purchase Orders (New)

Fiscal Yr.	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Number of of New Purchase Orders Issued	4068	3878	4451	4771	3598	2630	3455	3579	3991	3877
Total Value of Purchase Orders Issued	\$ 53,100,634	\$ 139,829,299	\$ 86,027,795	\$ 100,528,482	\$ 97,809,131	\$ 73,300,561	\$ 75,667,458	\$ 75,493,348	\$ 105,612,219	\$ 151,247,816

Total Number of of New Purchase Orders Issued



Total Value of Purchase Orders Issued

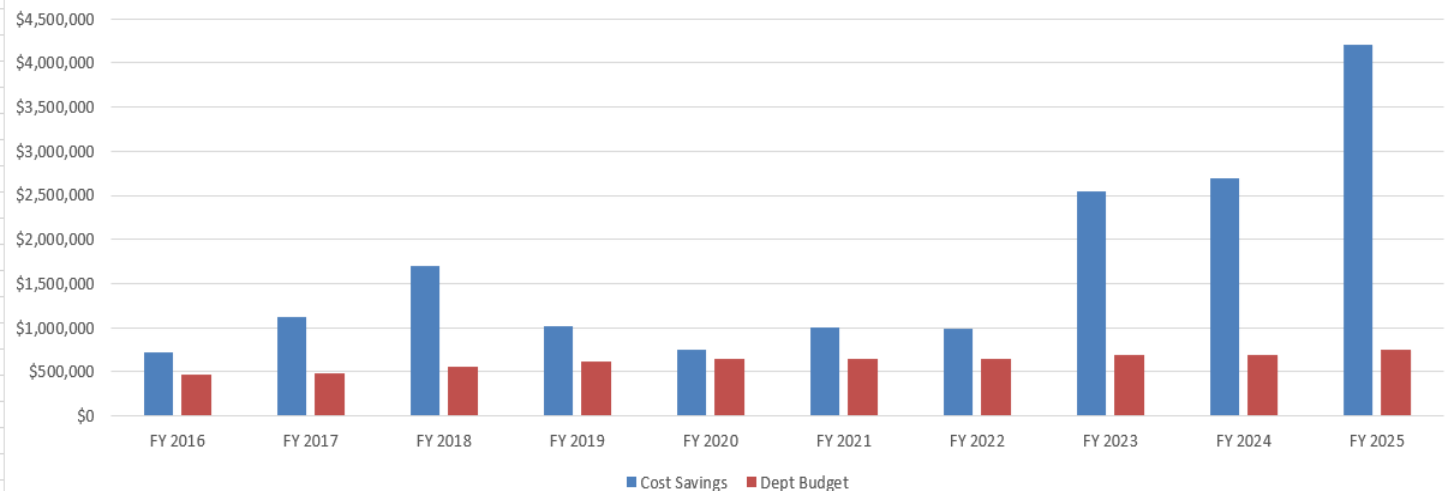


The summary below reflects historical results over a ten-year period of the cost savings generated versus the Procurement Department total cost (regular as well as temporary salaries, benefits, and department budget) from our annual reports to the Board:

Historical Cost Savings vs. Department Budget:

Fiscal Yr.	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PO Value (Millions)	\$5.50	\$8.06	\$12.04	\$6.56	\$5.56	\$5.22	\$4.54	\$10.00	\$13.36	\$17.61
Cost Saving Generated	\$719,697	\$1,118,573	\$1,706,367	\$1,021,439	\$752,509	\$1,005,886	\$986,855	\$2,538,315	\$2,700,911	\$4,203,301
Purchasing Dept. Budget	\$466,716	\$487,357	\$553,367	\$614,190	\$647,748	\$639,222	\$639,370	\$683,912	\$684,552	\$756,000
Savings Rate Overall	13%	14%	14%	16%	14%	19%	17%	25%	20%	19%

Procurement Value Overall Results
Savings/Surplus vs. Dept. Cost



Our department will continue to track key performance measures to ensure we are, at a minimum, a cost-effective use of District resources. We will continue to be a value-added service that makes every effort to receive optimum value for the dollars spent through sound Board-approved procurement policies and procedures.

<u>Project Description</u>					
COOPERATIVE AGREEMENT PURCHASES	N/A	Requestor	Retail Price	Contract Amount	Savings
Warehouse/Central Supply Materials		District Wide	\$ 1,071,540	\$ 351,542	\$ 719,998
Office Supplies		District Wide	\$ 258,932	\$ 157,315	\$ 101,618
Desk & Mobile File		Innovation Center	\$ 6,859	\$ 3,532	\$ 3,327
Staff Lounge Furniture		Prairie Ridge ES	\$ 11,071	\$ 8,874	\$ 2,196
Storage Cabinet		Longmont HS	\$ 2,524	\$ 2,432	\$ 92
Sit/stand desk		Financial Services	\$ 850	\$ 765	\$ 85
Collaborator Table		Longmont HS	\$ 2,081	\$ 1,354	\$ 727
Office Furniture		Transportation	\$ 9,305	\$ 5,192	\$ 4,113
Bookcase		Innovation Center	\$ 2,015	\$ 1,241	\$ 774
Photo ID Systems		Transportation	\$ 17,411	\$ 15,828	\$ 1,583
Parts & Repair for Blue Bird Buses		Transportation	\$ 94,649	\$ 84,132	\$ 10,517
Roofing Projects		Operations	\$ 57,546	\$ 52,324	\$ 5,222
Goodyear Tires		Transportation	\$ 49,150	\$ 40,287	\$ 8,863
Cleaning Chemicals & Supplies		Custodial	\$ 339,035	\$ 260,796	\$ 78,239
Tables & Chairs		Prairie Ridge ES	\$ 14,684	\$ 8,023	\$ 6,661
Hon Panels & Hardware		Transportation	\$ 4,139	\$ 1,930	\$ 2,209
Task Chairs - Old Frederick Gym		Custodial	\$ 31,240	\$ 11,268	\$ 19,972
Hon Panels & Hardware		DTS	\$ 5,088	\$ 2,535	\$ 2,553
Classroom Furniture		Custodial	\$ 26,940	\$ 8,366	\$ 18,574
Stackable Chairs		Custodial	\$ 70,200	\$ 20,991	\$ 49,209
Teacher Desks		Custodial	\$ 57,370	\$ 18,301	\$ 39,069
Cubicle with Furniture		Community Schools	\$ 17,882	\$ 7,907	\$ 9,975
Classroom Tables & Chairs		Niwot HS	\$ 35,950	\$ 11,624	\$ 24,326
Culinary Stools		CETC	\$ 10,632	\$ 8,864	\$ 1,768
Rose Building Furniture		Financial Services	\$ 641,713	\$ 233,774	\$ 407,938
Stools		CETC	\$ 13,646	\$ 6,982	\$ 6,663
Classroom Tables & Chairs		Mead HS	\$ 31,525	\$ 9,708	\$ 21,818
Lenovo ThinkPad P16		DTS	\$ 17,720	\$ 15,590	\$ 2,130
(2) 1/2 ton Trucks 4x4 w/lift gate		Transportation	\$ 101,500	\$ 94,500	\$ 7,000
(4) Buses- 77 Passenger Propane		Transportation	\$ 777,326	\$ 631,972	\$ 145,354
(1) Bus- Sped-66 Passenger Propane		Transportation	\$ 218,604	\$ 177,727	\$ 40,877
Classroom Tables		Erie MS	\$ 21,154	\$ 13,698	\$ 7,456
Task Chairs		Custodial	\$ 31,240	\$ 11,268	\$ 19,972
2025 CE School Bus		Transportation	\$ 465,600	\$ 441,600	\$ 24,000
Scoreboard-Skyline HS		Operations	\$ 18,461	\$ 17,417	\$ 1,045
Outdoor Trash Receptacles & Benches		Innovation Center	\$ 6,643	\$ 6,377	\$ 267
Installation Services - Scoreboard		Operations	\$ 49,060	\$ 46,236	\$ 2,824
Tires for District Vehicles		Transportation	\$ 93,088	\$ 63,326	\$ 29,763
Food Safety & Sanitation System		Nutrition Services	\$ 112,283	\$ 110,037	\$ 2,246
Drone Van - Innovation Center		Transportation	\$ 62,245	\$ 59,245	\$ 3,000
Science Tables		Soaring Heights	\$ 3,592	\$ 2,027	\$ 1,565
Bar Stools		Frederick HS	\$ 7,067	\$ 6,057	\$ 1,010
Classroom Furniture		Soaring Heights	\$ 23,186	\$ 15,072	\$ 8,114
Library Furniture		Alpine ES	\$ 123,554	\$ 63,587	\$ 59,967
Kubota Utility Vehicles - 2/ea		Transportation/Custodial	\$ 78,108	\$ 62,320	\$ 15,788
Office Furniture		Human Resources & Legal Services	\$ 25,023	\$ 11,944	\$ 13,079
Dump Truck		Transportation	\$ 216,379	\$ 166,709	\$ 49,670
(2) Ford F350 4x4 for Maintenance		Transportation	\$ 156,190	\$ 150,190	\$ 6,000
(3) Chevy Express Vans for Maintenance Department		Transportation	\$ 181,754	\$ 172,854	\$ 8,900
(2) Ford F150 - for Custodial Service		Transportation	\$ 122,690	\$ 117,690	\$ 5,000
Camera Equipment		CETC	\$ 16,774	\$ 15,053	\$ 1,721
Classroom Tables & Chairs		Erie MS	\$ 33,030	\$ 10,319	\$ 22,711
Office Furniture		Spark! Discovery	\$ 17,151	\$ 9,870	\$ 7,281
(8) Nevco Scoreboards, (8) Shot Clocks, (8) End of Period Lights		Operations Department	\$ 91,182	\$ 86,021	\$ 5,161
Installation of (8) Nevco Scoreboards		Operations Department	\$ 21,921	\$ 20,680	\$ 1,241
Library Table		Niwot HS	\$ 1,353	\$ 660	\$ 694
Conference Room Table & Chairs		Mountain View ES	\$ 9,216	\$ 4,440	\$ 4,776
Daktronics Shot Clocks & End of Period Lights		Operations	\$ 24,125	\$ 21,932	\$ 2,193
Hog & Sheep Gates		CETC	\$ 13,918	\$ 8,914	\$ 5,004
Stools		Altona MS	\$ 7,130	\$ 4,328	\$ 2,802
Science Tables		Altona MS	\$ 16,727	\$ 8,546	\$ 8,181
Trident Floor Scrubbers		Operations	\$ 36,572	\$ 31,696	\$ 4,876
Cleaning Carts		Operation	\$ 26,959	\$ 21,359	\$ 5,600
PaymentWorks Software		Financial Services	\$ 33,264	\$ 31,680	\$ 1,584
(4) Chrysler Voyager Mini Vans		Transportation	\$ 171,136	\$ 151,600	\$ 19,536
Modesty Panels for Desks		Main Street School	\$ 900	\$ 617	\$ 283
Replacement Cushions		Innovation Center	\$ 6,258	\$ 2,816	\$ 3,442
Desks		Altona MS	\$ 44,174	\$ 32,820	\$ 11,353
Tables & Stools		Longs Peak MS	\$ 32,590	\$ 12,378	\$ 20,212
Office furniture		Construction Department	\$ 6,144	\$ 2,460	\$ 3,684
Scotchman Ironworker		CETC	\$ 17,540	\$ 15,871	\$ 1,669
Teacher Desks		Custodial	\$ 59,660	\$ 19,032	\$ 40,629
Chairs		Custodial	\$ 49,385	\$ 24,067	\$ 25,318
Office furniture - New Staff		Construction Department	\$ 5,975	\$ 3,100	\$ 2,875
Lenovo ThinkStation P3		Operations	\$ 153,580	\$ 111,300	\$ 42,280
SPOT Vision Screeners		Student Services	\$ 21,006	\$ 16,895	\$ 4,111
Desk, Chair & Storage		DTS	\$ 4,037	\$ 2,544	\$ 1,494
Desks, Chairs & Storage		DTS	\$ 10,234	\$ 4,818	\$ 5,416
Recovery Couch		Fall River ES	\$ 1,504	\$ 918	\$ 586
Lenovo Computer Products		DTS	\$ 557,348	\$ 455,642	\$ 101,706
Band Uniforms - Silver Creek HS		Athletics	\$ 86,693	\$ 78,812	\$ 7,881

Procurement Department

Cost Savings Report

July 2024 - June 2025

OEM Auto Parts – Fleet Parts Supply	Transportation	\$ 30,586	\$ 27,806	\$ 2,781
Auto Parts – Fleet Parts Supply	Transportation	\$ 78,087	\$ 48,804	\$ 29,283
Facilities Management Solutions/Rental Services/Workplace Solutions	Transportation	\$ 28,797	\$ 21,331	\$ 7,466
Energy Audit Program and Services	Operations	\$ 327,226	\$ 320,810	\$ 6,416
OEM parts-Fleet Parts Supply	Transportation	\$ 16,716	\$ 10,319	\$ 6,398
Kress/Positec Commercial Equipment	Maintenance	\$ 55,434	\$ 50,394	\$ 5,039
Toro Equipment, Parts, Supplies, Services and Equipment	Transportation	\$ 38,191	\$ 32,923	\$ 5,268
Modular Buildings LLC	Operations	\$ 251,701	\$ 237,454	\$ 14,247
Bucket Truck Repair Service	Transportation	\$ 11,182	\$ 10,804	\$ 378
Freightliner Cab & Chassis with Upfitting	Transportation	\$ 154,712	\$ 147,748	\$ 6,964
35' Tag Axl Trailer	Transportation	\$ 50,424	\$ 44,373	\$ 6,051
Uniforms and Apparel	Maintenance	\$ 19,840	\$ 16,533	\$ 3,307
TOTAL:	N/A	\$ 8,436,824	\$ 5,973,816	\$ 2,463,008

REQUEST FOR QUOTE PROCESS:

<u>Project Description</u>	<u># Quotes</u>	<u>Requestor</u>	<u>Average Bid</u>	<u>Total P.O. Value</u>	<u>Total Savings</u>
2 Mules for Snow Removal	2	Transportation/Custodial	\$ 46,408	\$ 44,584	\$ 1,823
Genie Aerial Platform Lift	2	Operations	\$ 15,294	\$ 10,642	\$ 4,652
TOTAL:	4		\$ 61,702	\$ 55,226	\$ 6,475

FORMAL BID/RFP PROCESS:

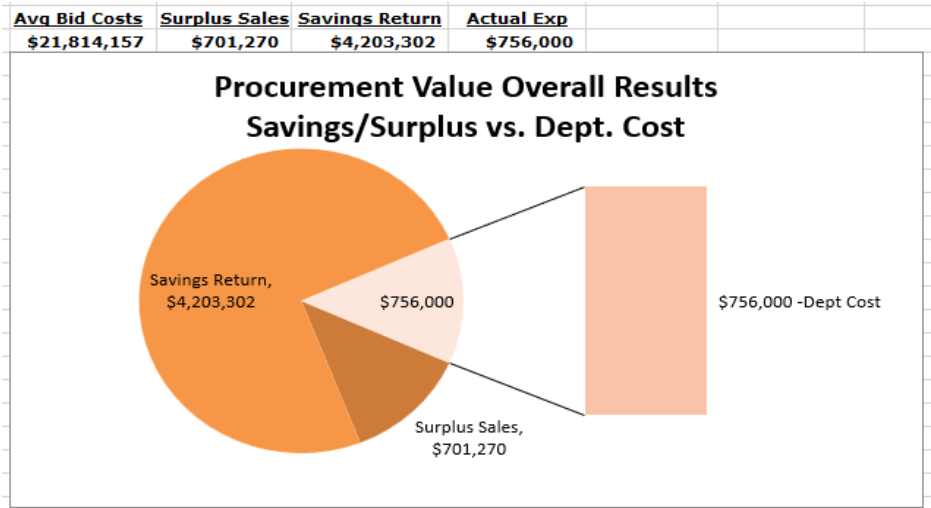
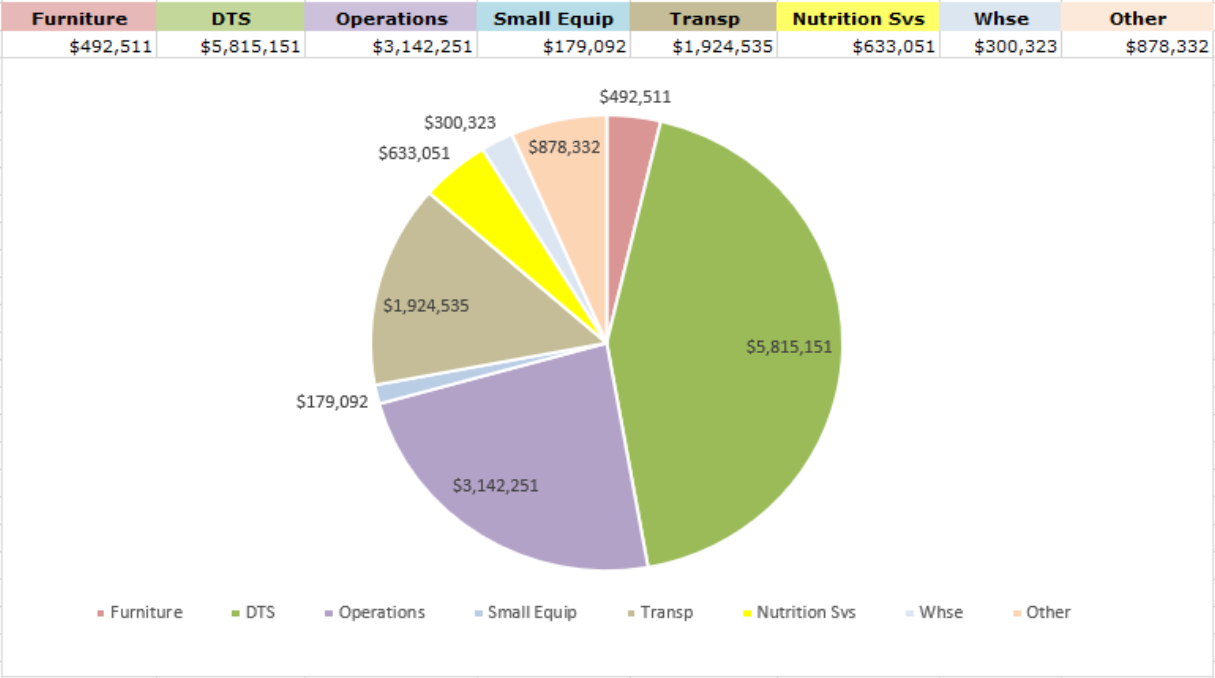
<u>Project Description</u>	<u># Responses</u>	<u>Requestor</u>	<u>Average Bid</u>	<u>Contract Award</u>	<u>Total Savings</u>
Transportation Routing Software	5	Transportation	\$ 289,511	\$ 254,895	\$ 34,616
Technology Buy Back	4	DTS	\$ 3,673,040	\$ 3,394,782	\$ 278,258
Tennis Court Surfacing Repairs - 2 Locations	1	Operations	\$ 164,865	\$ 164,865	\$ -
HVAC Controls Replacement - Skyline HS	2	Operations	\$ 102,899	\$ 97,850	\$ 5,049
Shaft Bearing Replacement Tubular Fan - Longmont HS	1	Operations	\$ 39,872	\$ 39,872	\$ -
Acid Neutralization Tanks/Grease Traps/Oil Separators	3	Operations	\$ 188,470	\$ 136,900	\$ 51,570
Paessler PRTG Network Monitoring License	2	DTS	\$ 13,463	\$ 12,927	\$ 536
Irrigation Filters - Purchase & Installation	3	Operations	\$ 130,434	\$ 87,684	\$ 42,750
Overhead Door - GAC	1	Operations	\$ 63,463	\$ 63,463	\$ -
HVAC Controls Replacement - Red Hawk Elementary	2	Operations	\$ 68,301	\$ 58,427	\$ 9,875
Direct Mail/Printing Services	6	Communications	\$ -	\$ -	\$ -
Morgro Sno-Plow Ice Melt 50 Lb. Boxes - Warehouse/Central Supply	3	District Wide	\$ 60,893	\$ 42,200	\$ 18,693
Pre-Qualified Furniture Providers (2024 Bond Related)	15	Procurement	\$ -	\$ -	\$ -
Architectural Services - Pre-Qualification (2024 Bond Related)	31	Operations	\$ -	\$ -	\$ -
Construction Services - Pre-Qualification (2024 Bond Related)	40	Operations	\$ -	\$ -	\$ -
Bond Proceeds Investment Management Services (2024 Bond Related)	4	Finance	\$ -	\$ -	\$ -
Office Cubicles and Furniture	1	DTS	\$ 154,495	\$ 154,495	\$ -
Certificate Management Service for all data center systems	7	DTS	\$ 15,280	\$ 14,845	\$ 436
Internet Service Providers (E-Rate Program)	2	DTS	\$ 99,120	\$ 52,200	\$ 46,920
Internet Service Providers (Non E-Rate)	2	DTS	\$ 180,072	\$ 97,560	\$ 82,512
HVAC Controls Replacement - Sunset Middle School	3	Operations	\$ 92,106	\$ 65,287	\$ 26,819
E-Rate Cisco Network Equipment	1	DTS	\$ 1,395,291	\$ 1,395,291	\$ -
E-Rate Palo Alto Firewall Bid	2	DTS	\$ 2,190,415	\$ 1,871,167	\$ 319,248
Districtwide Mowing Service Provider	6	Operations	\$ 597,478	\$ 395,774	\$ 201,704
Standing Order Asphalt Services	5	Operations	\$ -	\$ -	\$ -
Shot Clock(s) Installation - Districtwide	4	Operations	\$ 71,454	\$ 39,802	\$ 31,652
MAU Replacement with RTU - Lyons Elementary	2	Operations	\$ 53,850	\$ 52,300	\$ 1,550
Unarmed Uniformed Security Guard Services	3	Operations	\$ 60,000	\$ 60,000	\$ -
NetScout Hardware and Software	3	DTS	\$ 672,830	\$ 646,350	\$ 26,480
Centennial ES Roof Replacement	6	Operations	\$ 389,738	\$ 228,484	\$ 161,254
Chromebooks and Management Licenses - Summer Projects	18	DTS	\$ 205,244	\$ 183,144	\$ 22,100
Class VR Headsets	8	DTS	\$ 44,137	\$ 35,101	\$ 9,036
Logitech Crayons - Summer Projects	32	DTS	\$ 24,922	\$ 21,885	\$ 3,037
Propane Storage Tank Installation - East Bus Terminal	2	Operations	\$ 162,143	\$ 157,600	\$ 4,543
Portable Building EPDM Roof Replacement - Eagle Crest Elementary	3	Operations	\$ 27,584	\$ 16,300	\$ 11,284
Comprehensive Partnership & Work-Based Learning Management Solution	10	Executive Administration	\$ -	\$ -	\$ -
InformaCast Support Renewal	6	Operations	\$ 112,351	\$ 103,240	\$ 9,111
Content Filter Solution	13	DTS	\$ 115,171	\$ 57,750	\$ 57,421
3D Printers for Summer Projects	12	DTS	\$ 31,033	\$ 27,935	\$ 3,098
Projectors for Summer Projects	11	DTS	\$ 55,336	\$ 41,910	\$ 13,426
T-Wing Modifications - Erie High School	7	Operations	\$ 93,568	\$ 61,208	\$ 32,361
CM/GC Service - Stadiums (2) (2024 Bond Related)	7	Operations	\$ 561,818	\$ 485,315	\$ 76,503
Genie Aerial Platform Lift	2	Operations	\$ 15,294	\$ 10,642	\$ 4,652
iPad Keyboard Cases - Summer Projects	34	DTS	\$ 110,073	\$ 94,968	\$ 15,105
Logitech Headsets	36	DTS/Assessment	\$ 25,671	\$ 21,463	\$ 4,209
Roofing Services	2	Operations	\$ 416,743	\$ 306,654	\$ 110,089
Brenthaven Cases - Summer Projects	19	DTS	\$ 65,651	\$ 55,685	\$ 9,966
Cubelets for Summer Projects	6	DTS	\$ 26,719	\$ 25,924	\$ 795
Standing Order Door & Door Hardware Service Provider(s)	3	Operations	\$ -	\$ -	\$ -
VMWare License Renewal	8	DTS	\$ 77,568	\$ 76,985	\$ 583
Waste Disposal Services	2	Operations	\$ 377,265	\$ 370,686	\$ 6,579
TOTAL:	411		\$ 13,315,631	\$ 11,581,813	\$ 1,733,818

TOTAL ALL AREAS:

Average Amount **Contract P.O. Value** **Total Savings**
\$21,814,157 **\$17,610,855** **\$4,203,302**

Savings realized over total contract value: 19%

Expenditures by Area



MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: St. Vrain's Advanced Placement Summer Institute Report
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum,
Instruction and Assessment

PURPOSE

To provide the Board of Education with a brief report on the successes of the Advanced Placement Summer Institute.

BACKGROUND

As the sole in-person College Board APSI in the Rocky Mountain region in July 2025, St. Vrain's Institute delivered premier professional development for AP educators from St. Vrain and across the country.

2025 Advanced Placement Summer Institute

Executive Summary

“At its heart, the Advanced Placement Summer Institute exists to ensure every student in St. Vrain has access to the highest-quality instruction and college-level coursework—delivered by highly trained, inspired teachers. That’s our why.”

Highlights & Milestones

- First year St. Vrain operated APSI independently.
- First time a St. Vrain teacher (Chris Chou, AP Biology) served as a College Board consultant at the Institute.
- Record participation: 365 teachers in 2025, up from 233 in 2024.
- St. Vrain confirmed as a leading provider of AP training in the Rocky Mountain region.

Participation Growth

Year	2024	2025
AP Subject Area Participants	83	206
AP Capstone Participants	36	41
Online Capstone Participants	114	118
Total Participants	233	365

Financial Success

With a \$150,000 budget and over 300 participants, APSI closed with a net financial gain of approximately \$52,000. These funds will be reinvested into future APSI programming and teacher scholarships.

Investing in St. Vrain’s Talent

37 St. Vrain AP teachers received full scholarships to attend this summer’s Institute. Thanks to strong finances, we plan to expand scholarship support to cover 100% of participation costs for all St. Vrain AP teachers next year.

Vision for the Future

- Expand AP course offerings from 23 to 29–30 in 2026.
- Develop a pipeline of St. Vrain AP Consultants to lead future Institutes.
- Offer paid leadership and teaching opportunities for our own educators.

Acknowledgments

Special thanks to our APSI leadership team: Diane Lauer, Chief Academic Officer; Lindsey Laporte, Assistant Principal, Mead High School; Alicia Terrill and Leanne Shetler from Learning Services.

Conclusion

Thank you for your continued support of the Advanced Placement Summer Institute. APSI reflects the very best of St. Vrain—our systems, our talent, our culture, and our purpose.

	NAME	POSITION	LOCATION	LEAVE OF ABSENCE	SEPARATION RESIGNED RETIRED
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL				
5/23/25	Cerrone, Elizabeth	Instructional Program Consultant	Innovation Center		X*
7/1/25	Edwards, Karen	Learning System Specialist	District Technology Services		X
6/24/25	Laguna, Gerardo	Attendance Officer	Frederick HS		X
6/30/25	McKie, Randall	Architect/ Project Manager	Operations		X*
6/30/25	Murphy, Bonnie	Director - School Business	Financial Services	X	
	LICENSED				
8/6/25	Ali-Lingo, Sara	Preschool Teacher	Rocky Mountain ES	X	
5/23/25	Anderson, Desmond	Instrumental Music Teacher	Coal Ridge MS		X
5/23/25	Blados, Mary	Physical Therapist	Student Services		X
5/23/25	Blamey, Matthew	Business Teacher	Longmont HS		X
5/23/25	Bleekman, Nathaniel	Language Arts Teacher	Coal Ridge MS		X
8/8/25	Borges, Ali	Special Education Teacher	Thunder Valley K-8	X	
8/11/25	Boruff, Debra	Preschool Teacher	Alpine ES	X	
5/23/25	Burris, Thomas	Elementary Music Teacher & Multi Grades Teacher	Northridge ES		X
8/6/25	Conilogue, Grace	4th Grade Teacher	Erie ES	X	
8/18/25	Davis, Piper	1st Grade Teacher	Rocky Mountain ES	X	
8/22/25	Dews, Katherine	Special Education Teacher	Timberline PK-8	X	
8/18/25	Eeckhout, Lauren	Kindergarten Teacher	Thunder Valley K-8	X	
5/23/25	Francis, Adam	Science Teacher	Frederick HS		X
5/23/25	Graham, Emma	Art Teacher	Altona MS		X
5/23/25	Gravelding, Nathan	Science Teacher	Niwot HS		X
8/13/25	Grine, Kayce	Family and Consumer Studies Teacher	Mead MS	X	
5/23/25	Henrie, Danielle	Language Arts Teacher	Coal Ridge MS		X
6/17/25	Howard, Anne	Instructional Program Consultant	Main Street School	X	
5/23/25	Keil, Patricia	Permanent Substitute Teacher	Human Resources		X
5/23/25	Kraljic, John	Math Teacher	Trail Ridge MS		X*
5/23/25	Kurz, Alex	Science Teacher	Erie MS		X
5/23/25	Lathrop, Jamie	4th Grade Teacher	Rocky Mountain ES		X
5/23/25	Logan, Nina	Kindergarten Teacher	Columbine ES		X
5/23/25	Lombardi, Emma	Special Education Teacher	Columbine ES		X
5/23/25	Maher, Joan	1st Grade Teacher	Burlington ES		X
5/23/25	Mandia, Nicholas	Physical Education Teacher	Erie HS		X
8/6/25	Martinez, Dominic	Counselor	Westview MS	X	
8/1/25	McIntyre, Lauren	Registered Nurse	Student Services	X	
5/23/25	McTaggart, Sandra	Counselor & Psychologist	Spark Discovery PS & Special Ed		X
8/6/25	Messinger, Leah	Dean of Students	Erie MS	X	
5/23/25	Pereira, Taaffe	Math Teacher	Soaring Heights PK-8		X
5/23/25	Phillips, Jennifer	Counselor	Altona MS		X
8/11/25	Pope, Anthony	Special Education Teacher	Soaring Heights PK-8	X	
9/15/25	Reyna Rojas, Jessica	Foreign Language Teacher	Central ES	X	
9/8/25	Rezac, Kayla	Kindergarten Teacher	Alpine ES	X	
8/22/25	Rivera, Angela	Special Education Teacher	Main Street School	X	
8/7/25	Roberts, Angela	Language Arts Teacher	Niwot HS	X	
5/23/25	Roy, Robert	Instructional Coach	Alpine ES		X
5/23/25	Rudisil, Byron	Science Teacher	Niwot HS		X
5/23/25	Shupe, Neil	Dean of Students	Longs Peak MS		X
8/6/25	Sibley, Laura	Preschool Teacher	Grandview ES	X	
5/23/25	Smith, Julia	Language Arts Teacher	Frederick HS		X
9/4/25	Sorey, Megan	Dramatic Arts Teacher	Skyline HS	X	
5/23/25	Strada, Regina	Literacy Teacher	Frederick HS		X
9/30/25	Swanson, Laura	Literacy Teacher	Burlington ES	X	
5/23/25	Tatum, Susan	3rd Grade Teacher	Longmont Estates ES		X
7/31/25	Tyler, Benjamin	Instrumental Music Teacher	Erie MS		X
5/23/25	Vorhaus, Alexis	Preschool Teacher	Longmont Estates ES		X
8/6/25	Waggoner, Jessica	5th Grade Teacher	Niwot ES	X	
5/23/25	Whitty, Jennifer	Math Teacher	Longs Peak MS		X
9/2/25	Wolfe, Andrea	Psychologist	Special Education	X	
	CLASSIFIED				
9/8/25	Arriaga, Victoria	Principal Secretary	Prairie Ridge ES	X	

5/22/25	Arroyo, Eleanor	Nutrition Services Worker	Nutrition Services		X*
5/30/25	Aumiller, Lori	Media Technician	Mountain View ES		X
5/22/25	Benbrook, Emily	Nutrition Services Worker	Nutrition Services		X
5/22/25	Biglin, Annette	Nutrition Services Worker	Nutrition Services		X
5/22/25	Boyles, Sheryl	Instructional Para	Mead ES		X
6/10/25	Connolly, Maureen	Attendance Clerk	Coal Ridge MS		X
8/5/25	David, Jeffrey	Groundskeeper - Senior	Operations		X
7/31/25	Delier, Jacqueline	Department Secretary	Curriculum		X
9/16/25	Fisk, Shannon	Bus Assistant - Sped	Transportation	X	
5/23/25	Gallagher, Kayla	Health Clerk	Soaring Heights PK-8		X
8/1/25	Garcala, Zuzana	Principal Secretary	Hygiene ES	X	
7/21/25	Girtman, Amy	Accounting Technician	Financial Services	X	
7/31/25	Gonzalez, Wendy	Department Clerk	Learning Services		X
6/30/25	Gutierrez, Idali	Specialized Program Para	Main Street School		X
5/22/25	Held, LaVerne	Child Care Director	Community Schools		X
5/22/25	Herren, Julia	Specialized Program Para	Coal Ridge MS		X
5/22/25	Hightower, Shari	Campus Supervisor	Longs Peak MS		X
5/22/25	Hilbert, Timothy	Special Education Para	Coal Ridge MS		X
8/1/25	Horner, Jayden	Child Care Director	Community Schools		X
6/23/25	Jackson, James	Head Custodian-	Custodial Services		X
5/22/25	Kido, Cassie	Instructional Para	Erie HS		X
9/2/25	Lagunes-Olvera, Lilian	Bus Driver	Transportation	X	
8/29/25	Lopez, Briana	Registrar	Altona MS		X
7/17/25	Mahin, Jessica	Bus Driver	Transportation		X
6/2/25	Martinez, Monica	Principal Secretary	Main Street School		X
8/12/25	McCabe, Cindy	Bus Assistant - Sped	Transportation	X	
5/9/25	McGonigal, Scott	Mechanic I - Fleet Maintenance	Transportation	X	
7/24/25	McKibben, Shawnee	Bus Driver	Transportation		X
6/26/25	Nolan, Dawn	Bus Driver	Transportation		X
5/22/25	Oakes, Danielle	Nutrition Services Worker	Nutrition Services		X
6/3/25	Oatman, Cheryl	Media Technician	Grand View ES		X
6/30/25	Pacheco, Emily	Attendance Clerk	Grand View ES		X
5/22/25	Portugal Palma, Anberly	Nutrition Services Worker	Nutrition Services		X
5/22/25	Pryor, Jeanette	Instructional Para	Grand View ES		X
8/13/25	Pun, Bishnu	Custodian	Custodial Services		X
6/7/25	Reitz, Erin	Preschool Para	Red Hawk ES		X
5/22/25	Rodriguez, Brenda	Instructional Para	Prairie Ridge ES		X
5/22/25	Rodriguez, Francisca	Nutrition Services Worker	Nutrition Services		X
5/22/25	Salazar, Yrimeo	Nutrition Services Worker	Nutrition Services		X
6/19/25	Salgado, Laura	Community Liaison	Student Services		X
7/2/25	Sanders, Casey	Technical Support Analyst	District Technology Services	X	
8/1/25	Sanders, Casey	Technical Support Analyst	District Technology Services		X
4/25/25	Schluntz, Casey	Nutrition Services Worker	Nutrition Services		X
8/11/25	Silva Diaz, Elia	Preschool Para	Alpine ES	X	
8/15/25	Smith, Harmony	Custodian	Custodial Services		X
5/22/25	Toner, Titia	Preschool Para	Spark Discovery		X
5/22/25	Weathers, Natalie	Specialized Program Para	Longmont HS		X
6/3/25	Weingartner Josie	Media Technician	Soaring Heights PK-8		X
8/8/25	Wilson, Mary	Specialized Program Para	Timberline PK-8	X	
7/9/25	Wuebkes, Alexsandra	Bus Driver	Transportation		X
7/3/25	Zavala Zambrano, Nancy	Nutrition Services Worker	Nutrition Services		X

	NAME	POSITION	LOCATION
	ADMINISTRATIVE/PROFESSIONAL/TECHNICAL		
8/1/25	Aguirre, Nayeli	Instructional Program Consultant	Innovation Center
8/4/25	De Ezpeleta, Kristina	Benefits Manager	Human Resources
8/6/25	Waters, Crystal	Private Duty Nurse	Student Assistance Services
7/21/25	Wodahl, Marc	Data Systems Developer	District Technology Services
	LICENSED		
8/6/25	Adams, Sunni	Kindergarten Teacher	Columbine ES
8/6/25	Alpaugh, Mitchell	Elementary Music Teacher	Northridge ES
8/6/25	Ave, Laurel	Instrumental Music Teacher	Coal Ridge MS
8/6/25	Ayres, Riley	Math Teacher	Longs Peak MS
8/6/25	Banuelos, Carolyn	3rd Grade Teacher	Soaring Heights PK-8
8/6/25	Barton, Hollis	Kindergarten Teacher	Timberline PK-8
8/6/25	Benedict, Zoe	Math Teacher	Niwot HS
8/6/25	Brennan, Kaylin	Instrumental Music Teacher	Trail Ridge MS
8/6/25	Brooks, Kaitlin	1st Grade Teacher	Timberline PK-8
8/6/25	Cary, Charlotte	Social Worker	Student Services
8/6/25	Childers, Frederick	Math Teacher	Lyons M/S
8/6/25	Coney, Megan	Science Teacher	Niwot HS
8/6/25	Conway, Kiara	5th Grade Teacher	Timberline PK-8
8/6/25	Cook, Samantha	Art Teacher	Altona MS
8/6/25	Curtice, Kathryn	Tech Ed Teacher	Erie MS
8/6/25	De La Cruz Symond, Brittany	4th Grade Teacher	Mead ES
8/6/25	de Nobrega, Tanya	Math Teacher	Soaring Heights PK-8
8/6/25	Erwin, Athea	1st Grade Teacher	Eagle Crest ES
8/6/25	Eslao, Bryan	Math Teacher	Trail Ridge MS
8/6/25	Frost, Kara	Counselor	Niwot HS
8/6/25	Gaddis, Aiden	Science Teacher	Frederick HS
8/6/25	Garcia, Bethany	Special Education Teacher & MTSS Teacher	Columbine ES
8/6/25	Gittings, Isabel	5th Grade Teacher	Longs Peak MS
8/6/25	Goldman, Melissa	Counselor	Westview MS
8/6/25	Gonzalez, Margarita	1st Grade Bilingual Teacher	Columbine ES
8/6/25	Guinn, Kathryn	4th Grade Teacher	Columbine ES
8/6/25	Hall, Ashton	3rd Grade Teacher	Grand View ES
8/6/25	Hartline, Teresa	Counselor	Trail Ridge MS
8/6/25	Haut-Quintana, Dominic	Physical Education Teacher	Erie HS
8/6/25	Hayes, Olivia	Focus/STEM Teacher	Thunder Valley K-8
8/6/25	Jeffcoat, Christina	Science Teacher	Thunder Valley K-8
8/6/25	Koran, Amber	ECSE Teacher	Fall River ES
8/6/25	Kosloski, Allison	Literacy Teacher	Frederick HS
8/6/25	Kusbel, Mary	Language Arts Teacher	Coal Ridge MS
8/6/25	Lang, Isabella	Kindergarten Teacher	Soaring Heights PK-8
8/6/25	Loges, Katelyn	Art Teacher	Erie HS
8/6/25	Lopez, Mariah	4th Grade Teacher	Sanborn ES
7/17/25	Malinski, Molly	Board Certified Behavior Analyst	Main Street School
8/6/25	Marina, Megan	Math Teacher	Altona MS
8/6/25	Marsh, Rebecca	Counselor	Sunset MS
8/6/25	Martinez Hernandez, Cintia	Kindergarten Bilingual Teacher	Rocky Mountain ES
8/6/25	Meehan, Chloe	Special Education Teacher	Mead HS
8/6/25	Meyer, Mikka	Math Teacher	Erie MS
8/6/25	Moore, Heather	Computer Tech Teacher	Erie MS
8/6/25	Nelson, Samantha	1st Grade Teacher	Burlington ES
8/6/25	Ochoa, Maribel	ESL Teacher	Mead ES
8/6/25	Peralta, Caroline	Foreign Language Teacher	Silver Creek HS
8/6/25	Petrus, Elizabeth	Science Teacher	Soaring Heights PK-8
8/6/25	Powers, Danay	6th Grade Teacher	Trail Ridge MS
8/6/25	Reynar, Ilah	Art Teacher	Niwot HS
8/6/25	Richards, Tamara	Special Education Teacher	Silver Creek HS
8/18/25	Rundle, Jennifer	Special Education Teacher	Student Services
8/6/25	Rupp, Katie	4th Grade Teacher	Rocky Mountain ES
8/6/25	Saless, Jeffrey	Science Teacher	Erie MS
8/6/25	Saum, Elisabeth	Foreign Language Teacher	Skyline HS
8/6/25	Schindler, Mikaela	Vocal Music Teacher	Trail Ridge MS
8/6/25	Schmidt, Susan	Science Teacher	Niwot HS
8/6/25	Snell, Megan	Kindergarten Teacher	Grand View ES
8/6/25	Starr, Boone	Computer Tech Teacher	Soaring Heights PK-8
8/6/25	Stevenson, Nicole	3rd Grade Teacher	Fall River ES
8/6/25	Sturgeon, Carissa	Science Teacher	Coal Ridge MS

8/6/25	Tellier, Heather	Behavior Specialist	Coal Ridge MS
8/6/25	Thome, Jordan	Speech Language Pathologist	Student Services
8/6/25	Totten, Margaret	Math Teacher	Coal Ridge MS
8/6/25	Varela, Karely	Social Worker	Student Services
8/6/25	Vasquez, Sydney	3rd Grade Teacher	Fall River ES
8/6/25	Villalobos, Evelyn	2nd Grade Bilingual Teacher	Northridge ES
8/6/25	Waggoner, Kyle	Instrumental Music Teacher	Coal Ridge MS
8/6/25	Walker, Alyson	Counselor	Altona MS
8/6/25	Watts, Timothy	Social Studies Teacher	Niwot HS
8/6/25	Weeks, Sarah	Business Teacher	Longmont HS
8/1/25	Weiss, Steven	Special Education Teacher	Main Street School
8/7/25	West, Kayla	Registered Nurse	Student Services
8/6/25	Whaley, Travis	Instrumental Music Teacher	Erie MS
8/6/25	White, Carrie	Art Teacher	Erie HS
8/6/25	Wilson, Gregory	Language Arts Teacher	Trail Ridge MS
	CLASSIFIED		
8/11/25	Alicea, Romeo	Nutrition Services Worker	Nutrition Services
7/9/25	Barela, Angelina	Special Education Para	Transportation
8/8/25	Barrett, Allison	Specialized Program Para	Soaring Heights PK-8
7/21/25	Berkland, Adam	Carpenter	Operations
8/8/25	Boatman, Ria	Instructional Para	Hygiene ES
7/9/25	Bonilla Rodriguez, Juan	Bus Driver	Transportation
8/1/25	Brome, Brittany	Media Technician	Soaring Heights PK-8
8/8/25	Bui-Anderson, Uyen	Specialized Program Para	Coal Ridge MS
8/8/25	But, Yevanhelina	Accompanist	Thunder Valley K-8
8/8/25	Calascione, Sasita	Specialized Program Para	Mead MS
8/11/25	Campbell, Donna	Preschool Para	Soaring Heights PK-8
8/12/25	Campbell, Kathryn	Non-Instructional Para	Highland ES
8/1/25	Campos-DeLaRosa, Geovanna	Attendance Clerk	Skyline HS
8/8/25	Carmona, Paz	Specialized Program Para	Niwot HS
7/9/25	Carpenter, Cerisse	Special Education Para	Transportation
8/11/25	Carter, Sabine	Nutrition Services Worker	Nutrition Services
7/29/25	Chavarria, Keith	Apprentice IT	District Technology Services
8/11/25	Conley, Rebecca	Preschool Para	Lyons ES
8/11/25	de Leon Fernandez, Karla	Nutrition Services Worker	Nutrition Services
8/8/25	Decker, Kendra	Special Education Para	Frederick HS
7/23/25	Degnan, Debra	Transportation SpEd Para	Transportation
8/1/25	DeRouin, Caci	School Secretary	Erie MS
8/11/25	Eddy, Kelly	Nutrition Services Worker	Nutrition Services
8/11/25	Evans, Allison	Preschool Para	Central ES
8/8/25	Fairman, Sarah	Instructional Para	Thunder Valley K-8
8/6/25	Falk, Paul	Accompanist	Skyline HS
8/7/25	Ferandez Zapata, Sofia	Child Care Group Leader	Community Schools
7/24/25	Fernandez, Brittani	Registrar	Soaring Heights PK-8
8/12/25	Gallardo, David	Campus Supervisor	Erie MS
8/8/25	Geraghty, Colleen	Specialized Program Para	Mead HS
8/11/25	Gilbert, Chloe	Instructional Para	Longs Peak MS
7/9/25	Gloyd, Heather	Bus Driver	Transportation
8/8/2025	Goudreau, McKenzie	Instructional Para	Soaring Heights PK-8
7/31/25	Graham, Emma	APEX Instructor	APEX
8/11/25	Harrison, Maggie	Student Apprentice	Northridge ES
8/11/25	Hartzell, Laura	Preschool Para	Highland ES
8/6/25	Hernandez, Jennifer	Health Clerk	Thunder Valley K-8
8/8/25	Holcomb, Savannah	Specialized Program Para	Niwot HS
8/8/25	Hooper, Megan	Instructional Para	Longmont Estates ES
8/8/25	Hudson, Savanna	Media Technician	Erie ES
8/8/25	Hunt, Clayton	Specialized Program Para	Mead HS
8/11/25	Jacques, Cameron	Nutrition Services Worker	Nutrition Services
8/8/25	Jayne, Madison	Specialized Program Para	Main Street School
8/1/25	Kasenberg, Rebekah	Media Technician	Black Rock ES
8/7/25	Kelly, Kathleen	Health Clerk	Coal Ridge MS
8/11/25	Kho, Mandy	Nutrition Services Worker	Nutrition Services
8/11/25	Kho, Sung	Nutrition Services Worker	Nutrition Services
8/8/25	Krieger, Hillary	Instructional Para	Blue Mountain ES
8/11/25	Kriete, Krystal	Nutrition Services Worker	Nutrition Services

8/18/25	Lambert, Abigail	IT Apprentice	District Technology Services
8/5/25	Larson, Joseph	Custodian	Custodial Services
8/11/25	Lawrence, Shannon	Nutrition Services Worker	Nutrition Services
8/11/25	LeBella, Kimberly	Nutrition Services Worker	Nutrition Services
7/9/25	Lierman, Brian	Bus Driver	Transportation
8/8/25	Like, Heather	Special Education Para	Red Hawk ES
8/8/25	Longstreth, Jodi	Speicalized Program Para	Prairie Ridge ES
8/8/25	Lord, Gabrielle	Instructional Para/Crossing Guard	Soaring Heights PK-8
8/8/25	Lyman, Georgia	Specialized Program Para	Prairie Ridge ES
7/9/25	Mahin, Jessica	Bus Driver	Transportation
8/8/25	Maldonado, Alicia	Department Clerk	Preschool
8/8/2025	Markoch, Amy	Media Technician	Grand View ES
8/11/25	Marquez, Sara	Student Apprentice	Preschool
8/8/25	Martinez, Jordan	School Clerk	Mead MS
8/1/25	Martinez, Monica	Attendance Clerk	Coal Ridge MS
8/6/25	McGilvray, Stephanie	Health Clerk	Niwot HS
8/11/25	McGuffin, Christina	Nutrition Services Worker	Nutrition Services
8/8/25	Medrano, Itzel	Specialized Program Para	Thunder Valley K-8
8/8/25	Montoya, Marlee	Specialized Program Para	Prairie Ridge ES
8/12/25	Moore, Haley	Campus Supervisor	Thunder Valley K-8
8/8/25	Moore, Margaret	Specialized Program Para	Timberline PK-8
8/8/25	Munoz Gonzalez, Uries	Department Clerk	Priority Programs
7/9/25	Murphy, Michael	Bus Driver	Transportation
8/11/25	Nelson, Curterria	Nutrition Services Worker	Nutrition Services
8/12/25	Nevarez, Alfredo	Campus Supervisor	Timberline PK-8
8/11/25	OPatril, Alexa	Student Apprentice	Preschool
8/7/25	Parker, Christina	Nutrition Services Manager - Secondary	Nutrition Services
8/8/25	Pfeffer, James	Special Education Para	Lyons M/S
8/8/25	Pierce, Ashley	Lab Technician	Highland ES
8/11/25	Powledge, Debra	Nutrition Services Worker	Nutrition Services
8/8/25	Ramirez, Tita	Specialized Program Para	Legacy ES
7/21/25	Rescigno, Kevin	Coordinator - Nutrition Services	Nutrition Services
7/8/25	Roy, Leahna	Mechanic II- Fleet Maintenance	Transportation
8/8/25	Sandstrom, Erin	Specialized Program Para	Trail Ridge MS
8/11/25	Sims, Beth	Preschool Para	Mountain View ES
7/9/25	Smith, Ashley	Bus Driver	Transportation
8/11/25	Soelberg, Isabella	Student Apprentice	Preschool
7/14/25	Soroka, Mary	Principal Secretary	Main Street School
8/11/25	Spiczka, Nita	Nutrition Services Worker	Nutrition Services
8/8/25	Szymanski, Joseph	Specialized Program Para	Trail Ridge MS
8/8/25	Tagliacollo, Sharon	Special Education Para	Mountain View ES
8/8/25	Terc, Lillian	Non-Instructional Para	Mead ES
8/11/25	Togbe, Adjovi	Nutrition Services Worker	Nutrition Services
8/1/25	Tovar, Tara	APEX Instructor	APEX
7/22/25	Valdez, Kelsey	Special Education Para	Transportation
7/9/25	Wathier, Jody	Bus Assistant-SpEd	Transportation
8/11/25	West, Christine	Nutrition Services Worker	Nutrition Services
7/9/25	Williams, Daniel	Bus Driver	Tranportation
7/9/25	Wuebkes, Alexsandra	Bus Driver	Transportation

MEMORANDUM

DATE: August 13, 2025
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 June Board Meetings.

BACKGROUND

The Board will be asked to approve the minutes from the June 11, 2025 Regular Meeting, June 25, 2025 Study Session and June 25, 2025 Regular Meeting.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approve Purchase of Equipment for Maintenance of Grounds
Strategic Priority – Staff and Student Well-Being

RECOMMENDATION

That the Board of Education approve the purchase of the following equipment to be used by our Grounds Department for maintenance of school property.

BACKGROUND INFORMATION

Pricing for the equipment purchased through LL Johnson is under the Omnia Partners pricing for Harper Turf Equipment and Omnia Partners Pricing for Toro Equipment.

Quantity	Equipment	Unit Cost
1	Harper Hawk Sweeper HK440 - Turf Vacuum	\$70,906.42
1	60 GAL-Spray Master - Stand-On Fertilizer	\$21,897.30
1	Groundmaster 3500-D - Triplex Rotary Mower	\$52,492.51
1	ProLine H800 - Direct Collect Mower with High Lift	\$46,646.92
1	ProCore 864 - Turf Aerator	\$44,276.51

Grand Total: \$236,219.66

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of First Amendment to Lease Agreement with GCC
Longmont Holdings for APEX Building
Strategic Priority - Outstanding Communication and Collaboration
with Community and Corporate Partners

RECOMMENDATION

That the Board of Education approve the First Amendment to Lease Agreement with GCC Holdings for the APEX building. Further, authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents, following board policies

BACKGROUND

On August 22, 2018, the Board approved a lease agreement for the APEX building that commenced on August 1, 2019. The current lease term is set to expire on July 30, 2026. Per the lease agreement, the District must renew 12 months in advance of term expiration. This amendment extends the lease term through July 31, 2027.

FIRST AMENDMENT TO LEASE
(Extension)

This First Amendment to Lease (this “**First Amendment**”) is made and entered into effective as of July 9th, 2025 (the “**Effective Date**”), by and between CB 1351 SUNSET LLC, a Colorado limited liability company (“**Landlord**”) and ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a political subdivision of the State of Colorado (“**Tenant**”). Landlord and Tenant are each a “**Party**” to this First Amendment and may be referred to collectively as the “**Parties**.”

RECITALS

A. Tenant and GCC LONGMONT HOLDINGS, LIMITED PARTNERSHIP entered into that certain Lease dated September 10, 2018, as supplemented by that certain Commencement Date Acknowledgment and Agreement dated October 22, 2019 and subsequently assigned to Landlord under that certain Assignment and Assumption Agreement dated December 17, 2020 (collectively, the “**Lease**”) with respect to premises located at 1351 South Sunset Street, Longmont, Colorado, containing approximately 30,974 square feet, as more particularly described in the Lease (the “**Premises**”). Initially capitalized terms not otherwise defined herein shall have the same meaning as given to such terms in the Lease.

B. Landlord and Tenant have agreed to modify certain provisions of the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment, and for valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Extension of Lease Term.** The Term of the Lease is hereby extended for one (1) year from August 1, 2026 through July 31, 2027 (such period, the “**Extended Term**”).
2. **Base Rent.** Base Rent for the balance of the Initial Term shall be as set forth in the Lease. Base Rent for the Extended Term shall be as set forth below:

<u>Dates</u>	<u>\$/RSF NNN</u>	<u>Monthly</u>
8/1/2026 – 7/31/2027	\$14.50	\$37,426.92

3. **Expiration Date.** The Expiration Date of the Lease is hereby agreed to be July 31, 2027.
4. **Remainder in Force and Effect.** Except as expressly modified by this First Amendment, all terms, covenants and conditions of the Lease are hereby ratified and affirmed and remain in full force and effect. To the extent of any inconsistency or conflict between the terms of this First Amendment and the terms of the Lease, the terms of this First Amendment shall control.

5. Brokerage. Each party represents and warrants that it has not engaged any broker, finder or other person in connection with the transaction described in this First Amendment. Each party covenants to pay, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions, charges or claims by any broker or other agent claiming by, through or under such party with respect to this First Amendment or the transaction contemplated herein.

6. Binding Effect. This First Amendment shall be binding on and inure to the benefit of the Parties and their successors and assigns.

7. Entire Agreement. This First Amendment, together with the Lease, represents the entire agreement of the parties hereto, and no prior or present representations or agreements, whether made orally or in writing, shall be binding upon either of the parties hereto, unless incorporated therein and herein. No modifications or changes in the Lease or this First Amendment shall be valid or binding upon the parties unless in writing and executed by the parties hereto.

8. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted by AdobeSign (or similar software) or electronic PDF shall be deemed original signatures and shall be valid and binding for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

LANDLORD:

CB 1351 SUNSET LLC,
a Colorado limited liability company

TENANT:

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

By: _____
Seth Chernoff, Manager

By: _____

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Architect Selection for Lyons Elementary School Secure Entrance Project
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Cuningham Group Architects, Inc., for a maximum amount of \$700,000, and an initial contract award of \$511,635, for the Lyons Elementary School Secure Entrance Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This agreement is for design and engineering services associated with the secure entrance construction.

The architect review committee reviewed responses to RFQ 2025-015. Cuningham Group Architects, Inc., was selected as the most qualified for the project based on their experience, proposed team and availability.

The design budget for this project has been established at \$700,000. Funding for the project is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Easement Agreement with Public Service Company of Colorado at Red Hawk Elementary School
Strategic Priority – Outstanding Communication and Collaboration with Community and Corporate Partners

RECOMMENDATION

That the Board of Education approve the Public Service Company of Colorado Easement for electrical utilities at Red Hawk Elementary School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

This easement is for an electrical transformer that serves the adjacent development, as well as potential future electrical service needs of the school.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

S-T-R: SW1/4 Section 13, T1N, R69W	Grantor: St. Vrain Valley School District RE-1J	Doc No:
County: Boulder	Address/Intersection: 1500 Telleen Ave.	Reception No:
Division-City/Town: Boulder - Erie	Dist/HP Trans: Dist	Surveyor: Monte Sudbeck
Division Agent: Schulz	Contract Agent/Co: Lerche/WS-LS	Survey Company: SEH
LAT & LONG GPS: 40° 2'39.18"N / 105° 4'3.49"W		

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Denver, CO 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in **that Tract of Land described in Reception Number 3064195, Boulder County Records** in the **SW 1/4** of Section **13**, Township **1 North**, Range **69 West** of the Sixth Principal Meridian in the County of Boulder, State of Colorado, the easement being described as follows:

See Exhibit A, attached hereto and made a part hereof.

The easement is 20 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above-described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2025

(Type or print name below each signature line with official title if corporation, partnership, etc.):

GRANTOR: **St. Vrain Valley School District RE-1J**

BY: _____

_____ (print name)

ITS: _____

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025
by[Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public



Sheet 1 of 2

**EXHIBIT A – 1500 TELLEEN AVE
PERMANENT EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 13, Township 1 North, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of Reception Number 3064195 Boulder County Records, described as follows:

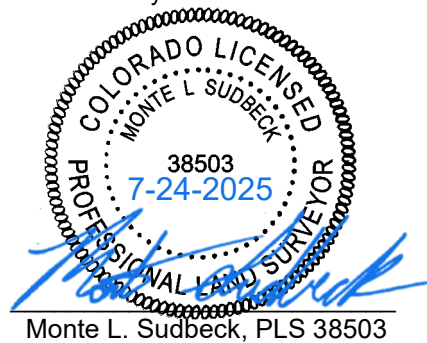
The north 20 feet of the east 20 feet of the west 63 feet of said Reception Number 3064195.

Containing 400 square feet more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on July 24, 2025, under Job No. 184838-92.0 for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

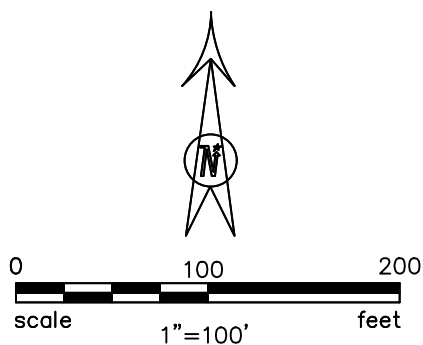
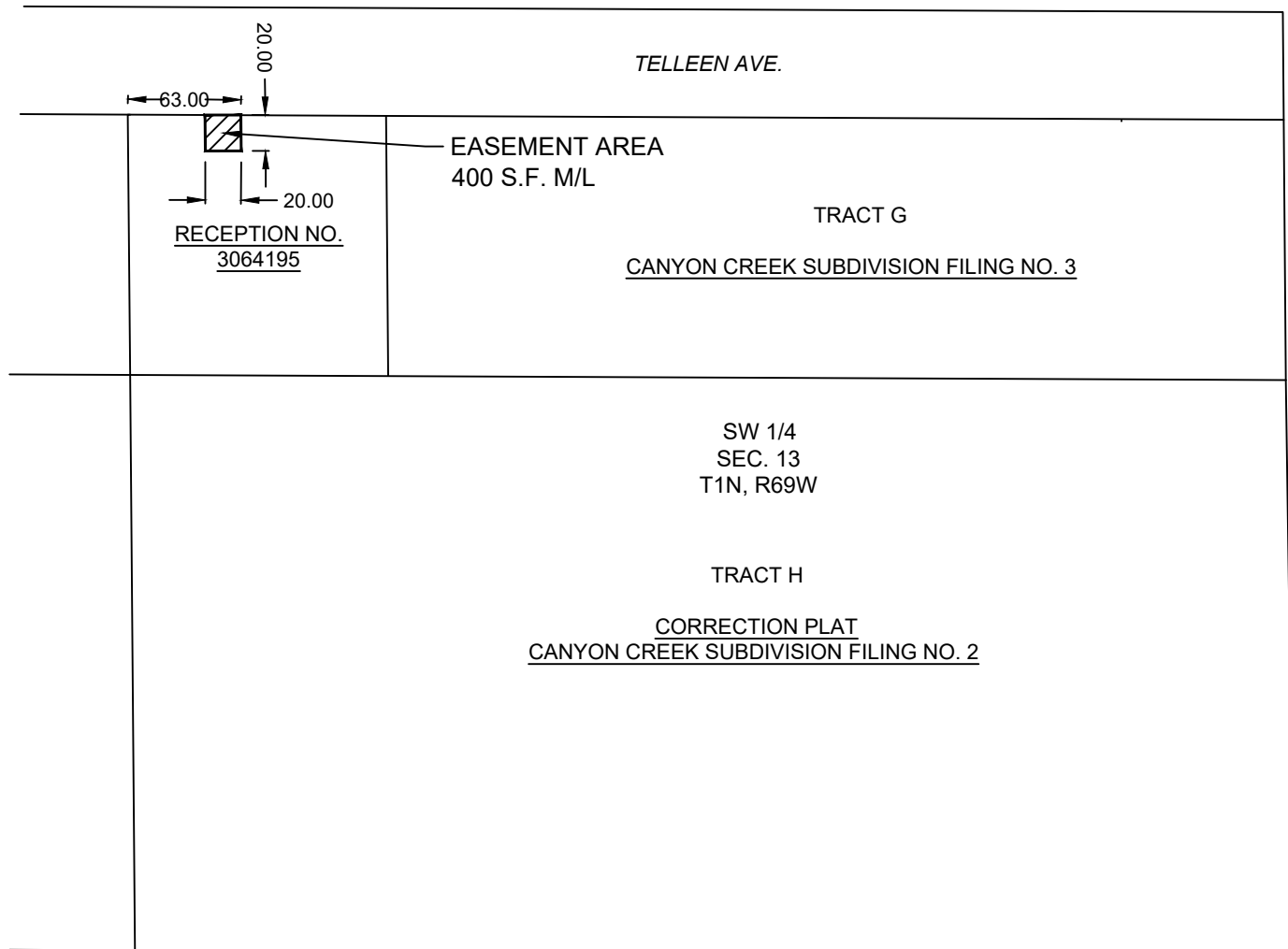


Monte L. Sudbeck, PLS 38503

EXHIBIT A - 1500 TELLEEN AVE.
PERMANENT EASEMENT

BLOCK 10

CANYON CREEK SUBDIVISION FILING NO. 7



2000 S. Colorado Blvd.
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 888-908-8166
www.sehinc.com

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Fiber Construction and Installation for the New High School #9 Project
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Unite Private Networks (UPN) for a maximum amount of \$250,000 and an initial contract award of \$103,474, for the fiber construction and installation for the New High School #9 Project. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The New High School #9 Project requires a fiber optic loop to be run for purposes of providing high speed internet to the building, per district technology standards.

Unite Private Networks is the sole supplier of fiber optic internet infrastructure for this site.

The budget for this project has been established at \$250,000. Funding for the project is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of City of Longmont Water Easement Agreement for the
Innovation Center Expansion Project
Strategic Priority - Rigorous, Well-Aligned Standards, Curriculum,
Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the Longmont Water Easement Agreement for the Innovation Center Expansion with the City of Longmont. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Longmont Water Easement is necessary to provide a new fire hydrant to the new south wing of the Innovation Center Expansion.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2025, by and between St Vrain Valley School District (“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, and FOR 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”):

- 0.1 Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing a water main, 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;
- 0.2 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
- 0.3 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 install, or allow the construction or installation by any third-party, 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 shall not grant any other easement, ground lease, lease, license, or other similar interest upon, within, or adjacent to the Easement Property, or grant any other easement, ground lease, lease, license, or other similar interest that may affect or interfere with Grantee's use of the Easement without first providing notice to the Grantee of said proposed grant at least seven (7) days in advance.

7. 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.

8. The Grantor, as well as any other third-party who may use the Easement by or through 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

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

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

17. 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.

GRANTOR:

[Type name and press f11 to continue]

[Type title and press f11 to continue]

State of _____)

_____) ss:

County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____
(Title of party signing) (Name of Developer)

a _____ on behalf of the St. Vrain Valley School District, this
(State)

_____ day of _____, 2025.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

GRANTEE:

CITY OF LONGMONT,
a municipal corporation

Deputy City Manager (or other authorized signatory under current Mayor's Delegation)

APPROVED AS TO FORM:

Assistant City Attorney

CA File: [Type CA Matter # and press f11 to continue]

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____ as the [title] for the City of Longmont.

Witness my hand and official seal.

Notary Public

EXHIBIT “A”
Easement Property

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A 30' EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, 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:

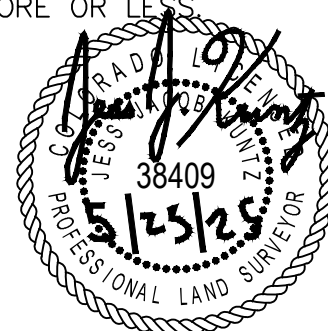
CONSIDERING THE NORTH LINE OF LOT 1, BLOCK 1, SVVSD QUAIL ROAD PARCEL 5 FINAL
PLAT TO BEAR N89°12'26"E, A DISTANCE OF 660.05 FEET, WITH ALL BEARINGS CONTAINED
HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, SVVSD QUAIL ROAD PARCEL
5 FINAL PLAT, THENCE S00°16'35"W, A DISTANCE OF 377.41 FEET ALONG THE WEST LINE OF
SAID LOT 1 TO THE POINT OF BEGINNING; THENCE S89°59'59"E, A DISTANCE OF 140.73 FEET;
THENCE N45°00'00"E, A DISTANCE OF 33.05 FEET; THENCE N00°00'00"E, A DISTANCE OF
152.97 FEET; THENCE N45°00'00"E, A DISTANCE OF 104.51 FEET; THENCE N00°00'00"W, A
DISTANCE OF 14.34 FEET TO THE SOUTH LINE OF AN EXISTING UTILITY EASEMENT DEDICATED
BY THE PLAT OF SVVSD QUAIL ROAD PARCEL 5 FINAL PLAT; THENCE N90°00'00"E ALONG
SAID SOUTH EASEMENT LINE, A DISTANCE OF 30.00 FEET; THENCE S00°00'00"E, A DISTANCE
OF 26.77 FEET; THENCE S45°00'00"W, A DISTANCE OF 104.51 FEET; THENCE S00°00'00"W, A
DISTANCE OF 112.73 FEET; THENCE N90°00'00"E, A DISTANCE OF 65.54 FEET; THENCE
S00°00'00"E, A DISTANCE OF 30.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 65.54 FEET;
THENCE S00°00'00"E, A DISTANCE OF 10.24 FEET; THENCE S45°00'00"W, A DISTANCE OF
57.91 FEET; THENCE N89°59'59"W, A DISTANCE OF 153.30 FEET TO A POINT ON SAID WEST
LINE; THENCE N00°16'35"E ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 16,082 SQUARE FEET OR 0.37 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.



JOB NUMBER: 25-82,422
DRAWN BY: M. ROBAK
DATE: 05/23/2025

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.

Flatirons, Inc.
Land Surveying Services



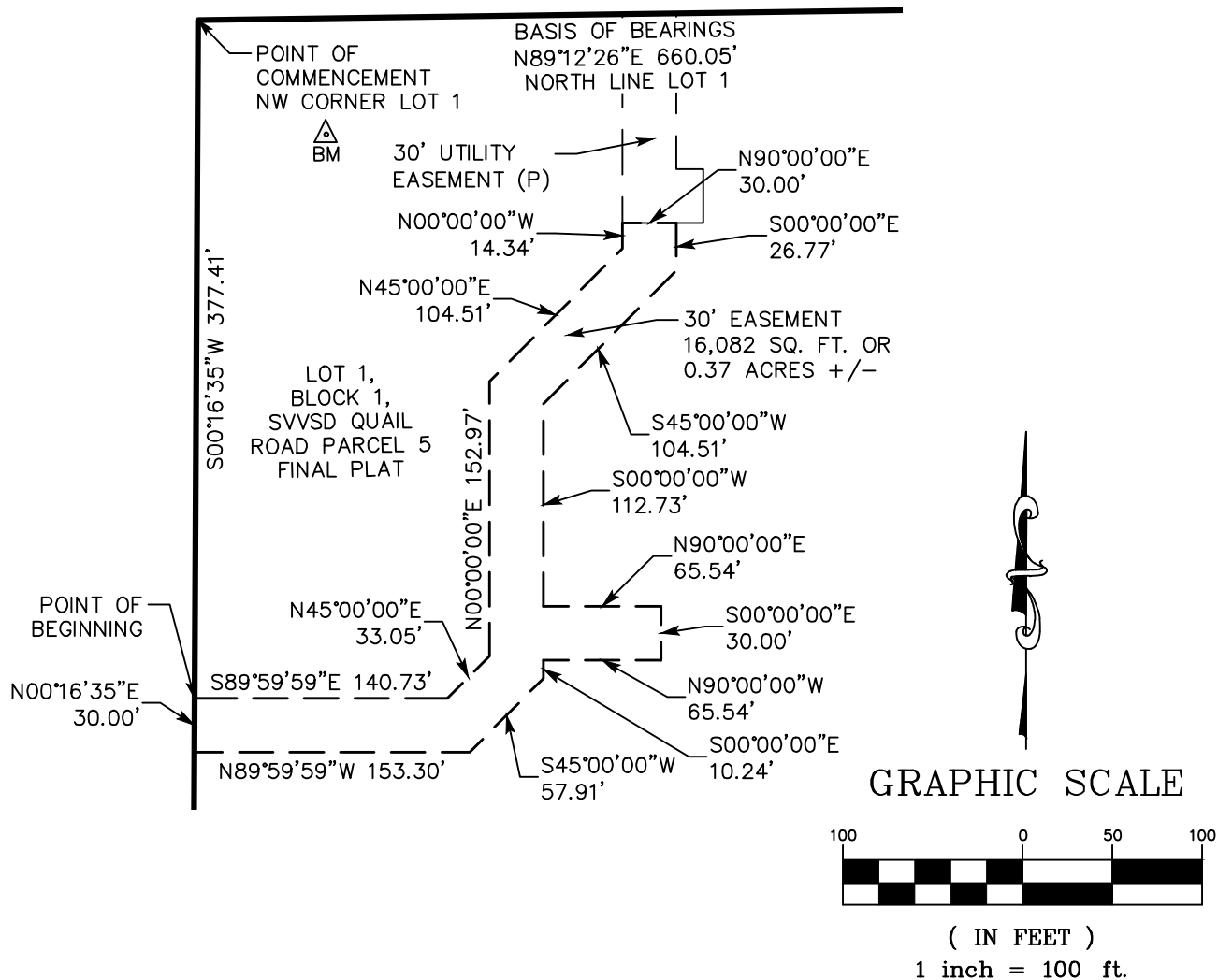
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 25-82,422
DRAWN BY: M. ROBAK
DATE: 05/23/2025

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.

Flatirons, Inc.
Land Surveying Services
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733
www.FlatironsInc.com

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Utility Easement Agreement for the New Mead PK-8 Project
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum,
Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the Utility Easement Agreement for the New Mead PK-8 with Black Hills Energy. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The easement agreement with Black Hills Energy is being brought forth to comply with the requirements of the gas provider for the New Mead PK-8. The gas provider requires a 10' access easement over the line, running along the North end of the Mead High School property parcel. The line runs west to east until the edge of our property, then jaunts south, until it hits the existing sleeve and line location for the gas meter and to where it enters the building.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS **EASEMENT** is made and entered into this 14th day of July, 2025, by and between **St. Vrain Valley School District RE-1J**, a public school district and political subdivision of the State of Colorado, whose address is 395 S. Pratt Parkway, Longmont, CO 80501, "**GRANTOR**", and **Black Hills Colorado Gas, Inc., d/b/a Black Hills Energy**, whose address is 7001 Mount Rushmore Road, Rapid City, South Dakota, 57702, "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, a perpetual Easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild, replace and remove, on, under and over said lands, now or at any future time, lines and related facilities for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to aboveground valve settings or district regulator stations; herein being collectively referred to as "Facilities", together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Weld, in the State of Colorado, to wit:

A parcel of land on Lot 1, High School No. 7, according to the plat thereof recorded on January 31, 2025 at Reception # 5008797, in the Weld County Clerk and Recorder's office, located in the Northwest Quarter of Section 34, Township 3 North, Range 68 West of the 6th P.M., Town of Mead, County of Weld, State of Colorado

The Easement granted shall have a permanent width of ten (10) feet. The location of the ten (10) foot permanent Easement is more generally described on "**Exhibit A**", attached hereto and incorporated by this reference.

Grantor reserves the right to occupy, use, and landscape said Easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair, and/or removal thereof, and Grantor shall not change the grade or contour of the Easement and no building or structure shall be constructed on the Easement without written permission from Grantee.

Grantee, its successors and assigns, shall pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said Facilities.

Grantee shall use standard industry construction practices to separate, preserve and maintain all topsoil disturbed during pipeline construction. Topsoil shall be separately stockpiled and replaced over the right of way following construction. Grantee shall also restore the contour of all areas disturbed by its operations to conform as nearly as practical with the adjacent terrain. All areas disturbed by Grantee's operations shall be promptly recontoured, reseeded and restored using standard industry practices.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away or otherwise control

any trees, limbs, brush and vegetation on or adjacent to the above-described Easement whenever in Grantee's reasonable judgment said trees, limbs, brush, or vegetation endanger the construction, safety, operation or maintenance of said lines. Notwithstanding anything in the foregoing paragraph, Grantee shall not be liable for damages to trees, undergrowth, brush and other obstructions where removal of said trees, undergrowth, brush and other obstructions is necessary to maintain the integrity of Grantee's lines or facilities.

Title to said lines and facilities shall be and remain in said Grantee.

TO HAVE AND TO HOLD said Easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its lessees, licensees, successors or assigns forever. This Easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantee, its successors and assigns, will have the right to assign or transfer this Easement and right of way agreement in whole or in part. Grantor hereby represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing liens and right of-way easement of record and has all rights to grant this Easement.

{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

{SIGNATURE PAGE TO FOLLOW}

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOT 1, HIGH SCHOOL NO. 7 AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON AUGUST 16, 2007, AT RECEPTION NO. 3497378, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 TO BEAR SOUTH 89°07'10" WEST, BETWEEN A FOUND 2 1/2" ALUMINUM CAP "POWER ELEVATION CO INC C 1/4 PLS# 7735 2000" AT THE CENTER 1/4 CORNER OF SECTION 34 AND A FOUND 3 1/4" ALUMINUM CAP IN RANGE BOX, "JF SATO & ASSOCIATES 1/4 T3N S33 S34 R68W 2015 PLS 34591" AT THE WEST 1/4 CORNER OF SECTION 24, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

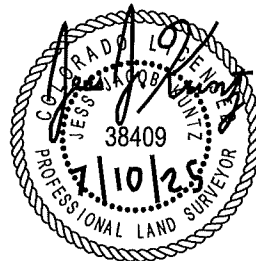
COMMENCING AT SAID CENTER 1/4 CORNER;
THENCE NORTH 29°16'55" WEST, A DISTANCE OF 62.46 FEET TO A SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;
THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 1, SOUTH 44°16'16" WEST, A DISTANCE OF 12.68 FEET;
THENCE DEPARTING SAID SOUTHEAST LINE, SOUTH 89°07'10" WEST, A DISTANCE OF 1746.07 FEET;
THENCE SOUTH 00°52'50" EAST, A DISTANCE OF 6.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1;
THENCE SOUTH 89°07'10" WEST, A DISTANCE OF 718.87 FEET ALONG SAID SOUTH LINE OF LOT 1, TO A SOUTHWEST CORNER OF SAID LOT 1;
THENCE ALONG THE SOUTHWEST LINE OF SAID LOT 1 NORTH 45°39'26" WEST, A DISTANCE OF 14.09 FEET;
THENCE DEPARTING SAID SOUTHWEST LINE, NORTH 89°07'10" EAST, A DISTANCE OF 712.80 FEET;
THENCE NORTH 44°07'10" EAST, A DISTANCE OF 8.49 FEET;
THENCE NORTH 89°07'10" EAST, A DISTANCE OF 1765.07 FEET TO THE EASTERN LINE OF SAID LOT 1;
THENCE ALONG SAID EASTERN LINE OF LOT 1, SOUTH 00°34'38" EAST, A DISTANCE OF 1.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 24,827 SQ. FT. OR 0.57 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
DN: cn=Jess Kuntz, o=Flatirons, Inc., ou,
email=jkuntz@flatironsinc.com, c=US
Date: 2025.07.11 10:06:20 -06'00'



JOB NUMBER: 23-80,777
DRAWN BY: C. LEWIS
DATE: JULY 10, 2025

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.

Flatirons, Inc.
Land Surveying Services

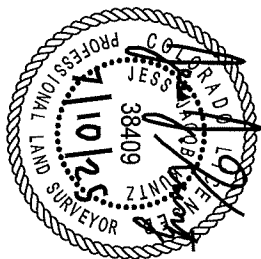
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

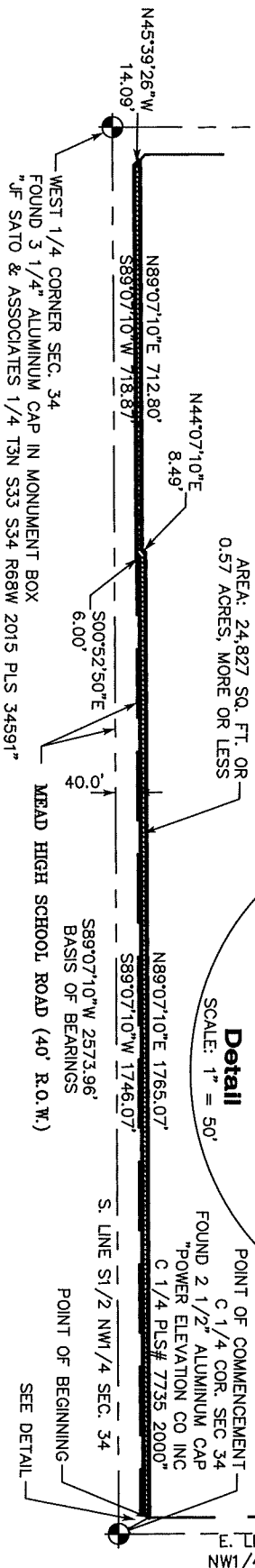
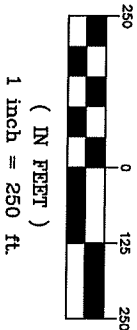
EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



LOT 1
HIGH SCHOOL NO. 7
REC. NO. 3497378
(08/16/2007)

POINT OF COMMENCEMENT
C 1/4 COR. SEC. 34
FOUND 2 1/2" ALUMINUM CAP
"POWER ELEVATION CO INC
C 1/4 PLS# 7735 2000"

Detail
SCALE: 1" = 50'

POINT OF COMMENCEMENT
C 1/4 COR. SEC. 34
FOUND 2 1/2" ALUMINUM CAP
"POWER ELEVATION CO INC
C 1/4 PLS# 7735 2000"

POINT OF BEGINNING
SEE DETAIL

JOB NUMBER: 23-80,777
DRAWN BY: C. LEWIS
DATE: JULY 10, 2025
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.

BY: CLEWIS FILE: 80777 DESC C24 BLACK HILLS ESMT CL.DWG DATE: 7/11/2025 9:37 AM



Flatirons, Inc.
Land Surveying Services
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733
www.flatironsinc.com

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of City of Longmont, Longmont Power & Communications (LPC) Easement Agreement for the Innovation Center Expansion Project
Strategic Priority – Rigorous, Well-Aligned Standards, Curriculum, Instruction and Assessment

RECOMMENDATION

That the Board of Education approve the LPC Easement Agreement for the Innovation Center Expansion with the City of Longmont. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents in accordance with Board of Education Policy.

BACKGROUND

The Longmont Power & Communications Easement is necessary to provide a new power line and a transformer to the new south wing of the Innovation Center.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2025, 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.

Brian Lamar
Assistant Superintendent of Operations

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

a _____ public school and political subdivision, on behalf of the public
(State)

Witness my hand and official Seal.

Notary Public

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 _____,
2025, 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 NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 1 OF 2

A 5 FOOT EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, 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 LOT 1, BLOCK 1, SVVSD QUAIL ROAD PARCEL 5 FINAL PLAT TO BEAR NORTH 89°12'26" EAST, A DISTANCE OF 660.05 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, SVVSD QUAIL ROAD PARCEL 5 FINAL PLAT, THENCE S00°16'35"W, A DISTANCE OF 455.15 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N89°12'21"E, A DISTANCE OF 569.84 FEET; THENCE N00°57'57"W, A DISTANCE OF 25.87 FEET; THENCE S89°02'03"W, A DISTANCE OF 3.75 FEET; THENCE N00°57'57"W, A DISTANCE OF 12.50 FEET; THENCE N89°02'03"E, A DISTANCE OF 12.50 FEET; THENCE S00°57'57"E, A DISTANCE OF 12.50 FEET; THENCE S89°02'03"W, A DISTANCE OF 3.75 FEET; THENCE S00°57'57"E, A DISTANCE OF 30.88 FEET; THENCE S89°12'21"W, A DISTANCE OF 574.95 FEET TO A POINT ON SAID WEST LINE; THENCE N00°16'35"E ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,160 SQUARE FEET OR 0.07 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
DN: cn=Jess Kuntz, o=Flatirons, Inc., ou,
email=jkuntz@flatironsinc.com, c=US
Date: 2025.06.05 10:22:19 -06'00'



JOB NUMBER: 25-82,422
DRAWN BY: M. ROBAK
DATE: 06/05/2025

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.

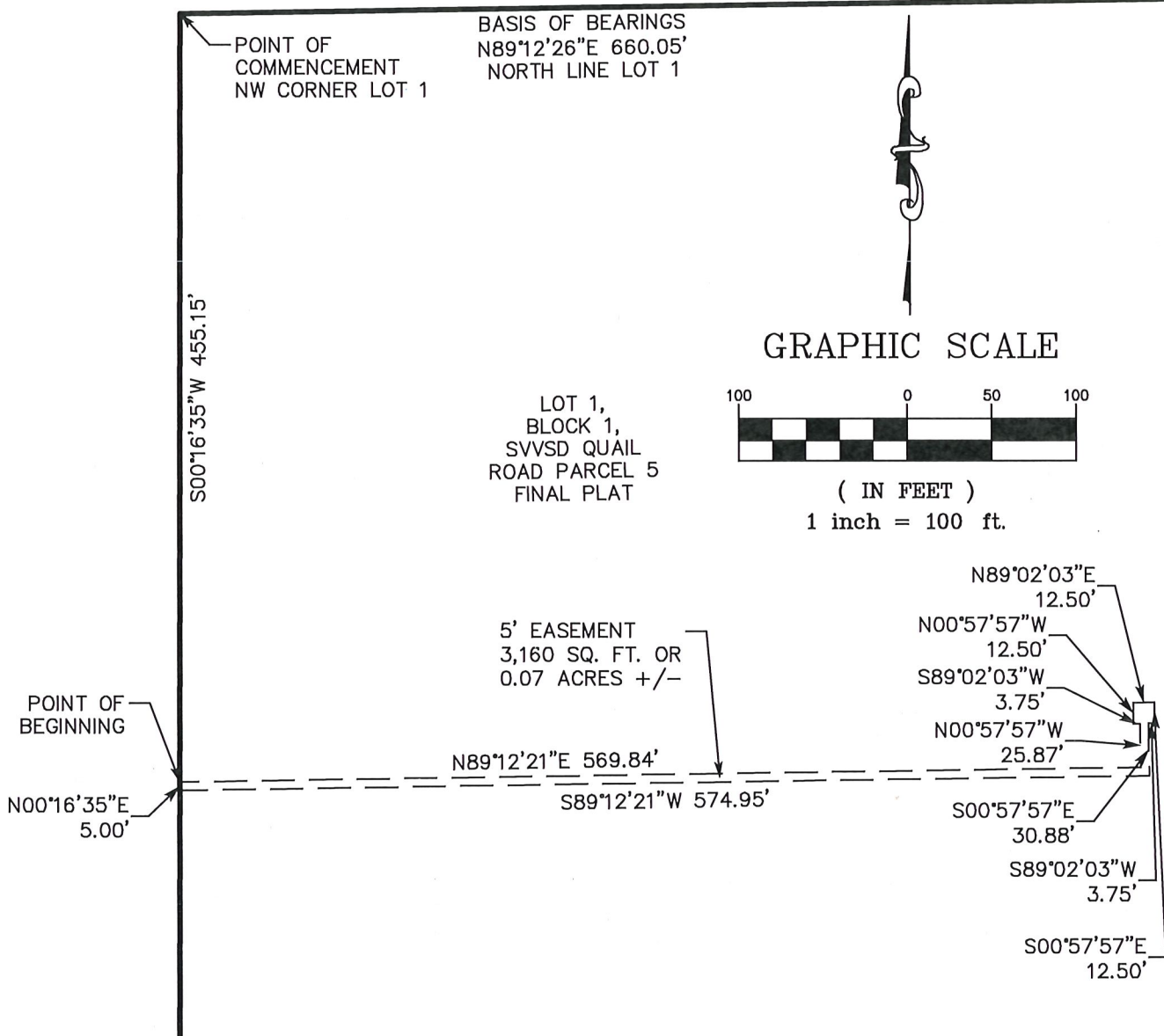


Flatirons, Inc.
Land Surveying Services
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733
www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 25-82,422
DRAWN BY: M. ROBAK
DATE: 06/05/2025

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.

Flatirons, Inc.
Land Surveying Services



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

www.FlatironsInc.com

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Utility Easement 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 St. Vrain Sanitation District Easement 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 St. Vrain Sanitation District Utility Easement Agreement is necessary to establish access to the sanitation/sewer line on the new High School #9 site.

This item is being brought forth to comply with Board policy FEG stating any easements must have Board approval.

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____, between _____ ("Grantor"); and ST. VRAIN SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose legal address is 11307 Business Park Circle, Firestone, CO 80504,

FOR GOOD AND VALUABLE CONSIDERATION, including the payment for damage to crops, if any, the receipt and sufficiency whereof are acknowledged, Grantor hereby grants to the District, its successors and assigns, a permanent non-exclusive right ("Easement") to occupy and use certain portions of Grantor's properties situated in Section 27, Township 2, Range 68 of the 6th PM, Weld County, Colorado, (the "Property"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer lines, and all underground and surface facilities and appurtenances thereto, including surface manholes, of such size and capacity as necessary or required by the District, in, through, over, under, and across the Property, together with the right of ingress and egress over Grantor's adjacent real property for the purposes for which the above-mentioned rights are granted, as described herein.

The Easement hereby granted shall be as described and located across the above-described real property as follows: See attached **Exhibit "A"** and shown on attached **Exhibit "B"**.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the Easement for any purpose needed for the full enjoyment of any other right of occupancy or use provided for herein.
2. Grantor shall neither cause, nor permit, the permanent parking or storage of goods or equipment, or the construction or placement of any structure or building, street light, power pole, yard light, within any part of the Easement which unreasonably interferes with the District's access to its facilities. Any prohibited use or installation located on the Easement as of or after the date of this Agreement, including installations not conforming to the conditions stated herein, may be removed by the District at Grantor's expense without liability to it for damages arising there from. Grantor shall neither cause nor permit the planting of any tree, the roots of which can be expected to extend more than the horizontal distance from the tree to the centerline of the sewer line.
3. All sewer pipelines installed within the Easement shall be laid not less than five (5) feet below the surface of the adjacent ground.
4. Grantor shall neither take nor permit any action which would cause the earth cover over any pipeline within the Easement to be less than three (3) feet or more than twenty (20) feet, measured vertically from the top of the pipeline. Grantor shall not modify the earth cover over a District pipeline without advance written authorization from the District, which shall provide for

full payment or reimbursement to the District of all costs of adjusting District facilities made necessary by such modification.

5. After any construction or other operations by the District which disturb the surface of the Property, the District will restore the general surface of the ground, including paving and authorized appurtenances, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate District facilities. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Property at the sole expense of the District. For a period of one (1) year following disturbance of the surface of the Property by the District, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the District. Seeding or sod replacement will be completed by the District as soon as is practical after completion of the installation and grading.

6. Grantor has the right to grant rights to other utilities (such as water, gas and electricity etc.) to utilize this Easement through and across the Easement granted herein, provided that such other grantees do not interfere with the District's rights herein granted. Public utilities which cross the District's lines shall cross at approximately right angles, and utilities which parallel the District's facilities shall not be located closer than ten (10) feet thereto. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Easement, including fences, trails, bike paths, *etc.*, must be approved in writing by the District before installation.

7. Grantor retains the right to the undisturbed use and occupancy of the Easement insofar as such use and occupancy; (1) are consistent with and do not impair any grant or covenant herein contained; and (2) do not require the Grantee to undertake any actions or incur any expenses/costs that are beyond what is normal and customary under applicable industry standards for the installation, use, and operation of sanitary sewer facilities, such additional protective sheathing, increased depth, relocation, or other protective measures.

8. If the District, by written instrument, releases and relinquishes its easement rights herein granted and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and the Grantor or its successors in title shall hold the Property, as the same may then be, free from the rights so released and relinquished and shall own all material and structures of the District so released.

9. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in title or in Grantor's rights to make said grant, subject to general taxes for the year this instrument is recorded, and subject further to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record prior to the date this Agreement is recorded. District, may in its sole discretion, require Grantor to obtain such other consents and releases from mortgage holders.

10. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

11. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

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

GRANTOR:

Signature: _____

Print Name: _____

Address: _____

Email: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as Grantor, this _____ day of _____, 20____.

My commission expires: _____
Witness my hand and official seal.

Notary Public

By: _____
President
11307 Business Park Circle
Firestone, CO 80504

District Manager

District Legal Counsel

The foregoing instrument was acknowledged before me by _____, as President of St. Vrain Sanitation District, this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public



ENGINEERING
PLANNING
SURVEYING

☐ P 303.682.1131
☐ F 303.682.1149

☐ info@civilarts.us
☐ www.civilarts.us

☐ 1500 Kansas Avenue, Suite 2-E
Longmont, CO 80501

EXHIBIT "A"

June 11, 2025

A description of 20.00 foot wide Sanitary Sewer Easement located in the W1/2 of the NW1/4 of Section 27, T2N, R68W of the 6th P.M., Town of Frederick, County of Weld, State of Colorado. For St. Vrain Valley School District.

LEGAL DESCRIPTION

A strip of land, 20.00 feet in width, located in W1/2 of the NW1/4 of Section 27, T2N, R68W of the 6th P.M., County of Weld, State of Colorado, described as follows:

COMMENCING at the Northwest Corner of said Section 27, from which the W1/4 Corner of said Section 27 bears S00°13'52"E, 2677.73 feet (Basis of Bearing), thence S05°18'23"E, 813.88 feet to a point on a line that is 72.00 feet Easterly of, as measured at right angles from and parallel with, the West Line of the NW1/4 of said Section 27 and the POINT OF BEGINNING;

Thence S73°10'57"E, 128.69 feet;

Thence S16°49'03"W, 20.00 feet;

Thence N73°10'57"W, 122.56 feet to a point on a line that is 72.00 feet Easterly of, as measured at right angles from and parallel with, the West Line of the NW1/4 of said Section 27;

Thence N0°13'52"W, 20.92 feet along a line that is 72.00 feet Easterly of, as measured at right angles from and parallel with, the West Line of the NW1/4 of said Section 27 to the POINT OF BEGINNING.

Area = 2,512 square feet (0.058 acres), more or less.

NOTICE: According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.


Frank N. Drexel 24305
Colorado Professional Land
Surveyor No. 24305
1500 Kansas Avenue, Suite 2-E, Longmont, CO 80501
Date: 6-11-25

File: 17002-E2-1gl.doc

Project 1700-2

EXHIBIT "A"

SHEET 2 OF 2

HIGH SCHOOL NO. NINE
MINOR SUBDIVISION
LOT 1

W1/2, NW1/4
SEC. 27

30' IRRIGATION ESMT.
BOULDER & WELD COUNTY DITCH

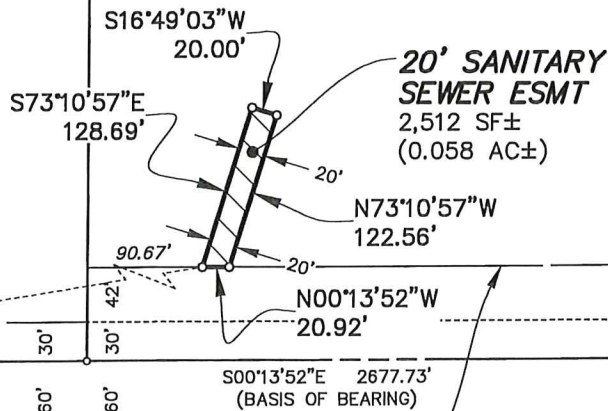
LOT 2

25' WATERLINE ESMT.
LEFT HAND WATER DISTRICT

W1/4 COR. SEC. 27
FOUND 3-1/4" ALUM.
CAP MKD. "COLO DEPT OF
TRANSPORTATION PLS
18482 1997" 0.4' BGL IN
MONUMENT BOX.



UNPLATTED



**POINT OF
COMMENCEMENT**
NW COR. SEC. 27
FOUND 3-1/4" BRASS CAP MKD.
"BUREAU OF LAND MANAGEMENT
U.S. CADASTRAL SURVEY 1952"
1.1' BGL IN MONUMENT BOX.

AGGREGATE BLVD.
(ROW VARIES)

LOT 3
DREAMER'S
RIDGE
PHASE 2

LOT A



EXHIBIT MAP
SCALE: 1"=150'
DATE: 06-11-25
DWG: 17002-E2.DWG

NOTE
THIS EXHIBIT MAP IS INTENDED ONLY AS
AN AID TO FOLLOW THE ATTACHED LEGAL
DESCRIPTION AND DOES NOT REPRESENT
A LAND SURVEY PLAT ACCORDING TO
COLORADO STATUTES.



ENGINEERING :: 1500 Kansas Ave., Suite 2-E
PLANNING :: Longmont, CO 80501
SURVEYING :: P 303.682.1131
F 303.682.1149

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to SPARK! Discovery Preschool Asphalt Replacement
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order 1 for \$68,715 to the contract with National Pavement Partners for the SPARK! Discovery Preschool Asphalt Replacement Project for an increased amount and total contract value of \$353,231. 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 additional stabilization of the parking lot asphalt subgrade and relocating utility that is too shallow for CTS treatment to be applied.

The budget for the project has been established at \$420,000 as part of the 2024 Bond Program. This item is being brought forth to comply with Board policy FEH stating any items over \$99,999 must have Board approval.

Original Agreement Amount (a)	\$ 284,516
Previous change orders (b)	\$ 0
Current change order (c)	\$ 68,715
Total changes (previous + current) (d)	\$ 68,715
New contract amount (e)	\$ 353,231

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Niwot Elementary School Roof Replacement
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with BVH Architecture for a maximum amount of \$232,500 and an initial contract award of \$186,000, for the roof replacement at Niwot Elementary School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The project includes full roof replacement as the existing roof system has failed and allowed moisture to penetrate the existing insulation system.

The architect review committee reviewed responses to RFQ 2025-015 - Architectural Services. BVH Architecture was selected as the most qualified for this project in terms of their capabilities and experience with this type of project.

The budget for this project has been established at \$1,619,100. Funding for the project is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Districtwide Camera Server Purchase
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with HSS Security, LLC., for a maximum amount of \$351,000 and an initial contract award of \$350,250 for the purchase of camera servers at districtwide locations. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This agreement is for the purchase of camera servers.

HSS Security, LLC., was selected for this project through the RFP process. See RFP Summary for RFP #2024-034.

The budget for this project has been established at \$351,000. Funding for the project is available from Capital Reserve funds. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.



RFP SUMMARY SHEET

RFP 2024-034

Standing Order - Avigilon Authroized Partner/Reseller and Integrator/Installer

January 18, 2024 2:00 P.M.

Recommended Award	Trident Security Systems, Inc.	Convergint	HSS	ETG Systems - Not Responsive, no % off MSRP	Radio Resource, Inc.
RFP Response Form with Signature and Pricing - Exhibit 1	YES	YES	YES	YES	YES
Proposal Response Form & Requirements (Items A-E, as defined)	YES	YES	YES	YES	YES
Statement of Insurance, Exhibit 2	YES	YES	YES	YES	YES
District Contract, Exhibit 3	YES	YES	YES	YES	Y - w/additional agreement for the District to consider
Addendum #1 & #2	NO	YES	YES	YES	YES
Net 30 Terms	YES	YES	YES	YES	YES
Evaluation Criteria					
Service Personnel & Support					
Score	213	238	250	0	225
Proposed Pricing					
Score	329	283	333	0	253
Warranty/Guarantee for Product & Services Proposed					
Score	94	94	98	0	98
References/Similar Project Success/Past Project History					
Score	106	150	150	0	150
Availability/Response Time to Requests					
Score	150	138	150	0	108
TOTAL EVALUATED SCORE	892	902	980	0	833

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Computerized Maintenance Management System Purchase
Strategic Priority – Cutting-Edge Technology and Innovation

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement pending contract negotiations with Facilities Management eXpress (FMX) for a maximum amount of \$200,000 and an initial contract award of \$187,600, for the purchase of a new Computerized Maintenance Management System for the Operations Department. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

The purchase is for a new Computerized Maintenance Management System for the Operations Department to improve interdepartmental processes as well as increase productivity and innovation within the department to better serve the district.

Facilities Management eXpress (FMX) was selected for this project based on their K-12 experience and through government cooperative pricing, TIPS #220105.

The budget for this project has been established at \$200,000. Funding for the project is available from the General Fund. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Erie High School Field Lighting
Strategic Priority – Portfolio of 21st-Century Instructional Focus Schools
and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with Musco Sports Lighting, LLC., for a maximum amount of \$450,000 and an initial contract award of \$386,500, for the field lighting at Erie High School. Further, to authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes up to the approved amounts in accordance with Board of Education policy.

BACKGROUND

This project will replace aging football field lighting with new, modern fixtures. This will reduce maintenance and energy costs as well as increase safety by increasing lighting in bleachers and areas adjacent to the stadium.

Musco Sports Lighting, LLC., was selected for this project through government cooperative pricing, Sourcewell Contract # 041123-MSL.

The budget for this project has been established at \$650,000. Funding for the project is available from the 2024 Bond Program. This item is being brought forth to comply with Board policy FEG stating any items over \$100,000 must have Board approval.

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Intergovernmental Agreements with Boulder, Larimer and Weld Counties, and the City and County of Broomfield
Strategic Priority - High-Functioning School Board

RECOMMENDATION

That the Board of Education approve the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections with Boulder, Larimer and Weld Counties, and the City and County of Broomfield, and further authorize Kristie Jonason, who is the Designated Election Official to sign the agreement documents.

BACKGROUND

The Uniform Election Code requires that these intergovernmental agreements, which set forth the terms and conditions under which the respective counties will conduct coordinated elections, be approved by the participating parties. These agreements will be reviewed by legal counsel. According to the election timeline, the last day for the District to sign the intergovernmental agreements is August 26, 2025. Approval of these agreements will fulfill this requirement.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN ST. VRAIN
VALLEY SCHOOL DISTRICT RE-1J AND THE BOULDER COUNTY CLERK AND
RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2025
COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025**

This Intergovernmental Agreement for the Conduct and Administration of the 2025 Coordinated Election (“IGA”) is made and entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Clerk and Recorder (the “County Clerk” or “Clerk”) and St. Vrain Valley School District RE-1J (the “Jurisdiction”) (together “the Parties”).

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 4, 2025 (the “Election”) shall be conducted as a mail ballot election as defined in the Uniform Election Code of 1992 (“the Code”) and the Rules and Regulations of the Colorado Secretary of State (“the Rules”); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes (“C.R.S.”), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County Clerk and participating jurisdictions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Molly Fitzpatrick will be the primary liaison and contact for the County Clerk. The Jurisdiction designates **Kristie Jonason, DEO** as its “Election Officer” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. If the Code requires a “designated election official” within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 31, 2025.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.1.5 **Ballot text translation.** Boulder County must provide a Spanish language ballot option to voters pursuant to C.R.S. § 1-5-901, et seq. Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will have the ballot text translated into Spanish using a qualified translator as defined in C.R.S. § 1-5-903(4). Unless the Jurisdiction elects to translate its ballot content into Spanish as provided for in Section 4.2.5 below, the County Clerk will use the translated ballot text to prepare a sample ballot and provide an in-person Spanish language ballot option to voters pursuant to C.R.S. § 1-5-906 and § 1-5-907. The County Clerk will provide the Spanish translation of the ballot content to the Jurisdiction for its review, and the Jurisdiction must provide any changes to the translated ballot content to the County Clerk within 48 hours of receipt of the translated content and ensure proper translation of its ballot content.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the

Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 10, 2025, and October 17, 2025.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide Voter Service and Polling Centers from October 27, 2025, through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in up to five locations across Boulder County (Boulder, Lafayette, Longmont, Front Range Community College – Longmont, and University of Colorado - Boulder).

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other participating jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other participating jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support.*** The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00

p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 4, 2025, shall start to be counted the night of the Election and may extend past Election Day due to volume. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on November 14, 2025.

3.13 ***Certification of results.*** Jurisdictions shall be issued a certified statement of results by November 26, 2025.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2025, and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 ***Ballot content and layout.*** No later than September 5, 2025, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. No content changes will be allowed after this date without the written approval of the Clerk or the Clerk's designee. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.2.5. ***Translation of ballot content.*** If the Jurisdiction prefers to translate its ballot content into Spanish rather than having the County Clerk translate the content, the Jurisdiction will use a qualified translator as defined in C.R.S. 1-5-903(4) to translate the ballot content into Spanish and will provide both the English and Spanish ballot content to the County Clerk no later than September 5, 2025. The Jurisdiction shall be solely responsible for the accuracy of the translated ballot content.

4.3 ***Audio for visually impaired.*** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of their name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution on or before 4:00 pm on September 22, 2025. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed. The Jurisdiction shall return the final draft form ballot proofs on or before September 12, 2025.

4. ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

5.1 ***Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2025 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 ***Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

5.3 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 17, 2025, or 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. See **Attachment A – Non-Resident Property Owner**

Letter (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County Clerk and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall be responsible for its share of the costs of administration of the Election. The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

6.3 ***State Election Costs.*** The State of Colorado's share of the costs of conducting the Election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the State.

6.4 ***Invoice.*** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within 30 days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk may charge a late fee not to exceed 1% of the total invoice per month.

6.5 ***Cost Allocation.*** The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the Election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice.

6.6 ***Disputes.*** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 ***Notices to Parties.*** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:
Molly Fitzpatrick
1750 33rd St., Suite 200
Boulder, CO 80301-2546
303-413-7700
Fax: 303-413-7728
E-mail: mfitzpatrick@bouldercounty.gov

To Election Officer:

City, State

Fax:
E-mail:

7.2 ***Amendment.*** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

7.3 ***Integration.*** The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 ***Waiver of claims.*** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 ***Limitation of damages.*** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above. The Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 ***Conflicts of this IGA with the Law.*** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 ***Time of the essence.*** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 ***Good faith.*** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 ***Third party beneficiary.*** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

INTERGOVERNMENTAL AGREEMENT FOR 2025 COORDINATED ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and the St. Vrain Valley School District RE-1J ("Entity").

Agreement is made effective upon the signature of Entity and County Clerk.

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct an election on November 4, 2025 as a "Mail Ballot Election," (the "Election") as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and desires to coordinate with County Clerk; and

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election, and said agreement must be executed no less than 70 days prior to the Election which is August 26, 2025.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the Coordinated Election Official ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates as the primary liaison ("Contact Officer") between County Clerk and Entity:

Name: Michele Mihulka

Phone: 970.498.7932

Email: electioncoordination@larimer.gov

Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates as its Designated Election Official ("DEO") to act as the primary liaison between Entity and Contact Officer:

Name: Kristie Jonason
Phone: 303.682.7205
Email: jonason_kristie@svvsd.org

DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2025 and shall apply only to Election.

**ARTICLE II
DUTIES OF COUNTY CLERK**

A. Voter Registration.

Supervise, administer, and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. **As authorized by Colorado Secretary of State Rule 4.1.2(c), County Clerk requires that each ballot question and ballot issue be not more than 250 words. Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**
2. Assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot and provide this assignment to Entity.
3. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.

D. Property Owners.

Only applicable to Elections conducted under titles in which property owners are eligible to vote.

Automatically mail property owner ballots to active, registered voters who own (or lease, if applicable) property within the district boundaries of Entity and are certified as eligible by the DEO. See Article III(G)(3).

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop boxes in accordance with C.R.S. §1-5-102.9(5) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center ("VSPC") sites.

1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. *Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*
4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than August 9, 2025, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. § 1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. § 1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. § 1-7-515 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Charge Entity for all expenses associated with printing, labeling, and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results for each race and measure.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Convene the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. Conduct a recount (if called for) in accordance with Code and Rule.

M. Recordkeeping.

1. Retain all Election records as required by C.R.S. §1-7-802.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF ENTITY**

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule, or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County, no later than 5:00 p.m. on August 1, 2025.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
2. If Entity has annexed any properties into Entity since January 1, 2025, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on August 1, 2025.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
3. Review all information in Address Library Report referenced in Article II(H) and ensure that Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
4. Indicate on Address Library Report Sign-Off Form ("Sign-Off Form") whether any changes are needed, or whether Address Library Report is complete and accurate.
 - If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 22, 2025.

5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 26, 2025.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate, initiative petition, question, or issue to the ballot.

E. Ballot Preparation.

1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.
2. Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **County Clerk requires that each ballot question and ballot issue be not more than 250 words as authorized by Colorado Secretary of State Rule 4.1.2(c). Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**

Each ballot contest must include the term and the number of candidates to "vote for" in the following format:

- X-Year Term
- Vote for X (single winner contest) or Vote for Not More Than X (multi-winner contest)

County Clerk may correct formatting errors in the term or "vote for" language, so long as those corrections do not change or otherwise impact the meaning of Entity's certified content.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

3. Provide a certified copy of the ballot content [race(s), question(s) and issue(s)] to County Clerk no later than 5:00 p.m. on September 5, 2025, pursuant to C.R.S. §1-5-203(3)(a). Entity must submit certified ballot content to the County Clerk using the form provided by the County Clerk.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots.

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Due to time constraints, DEO must be available for proofing and approving ballot content from 8:00 a.m. to 7:00 p.m. from September 9, 2025 until September 12, 2025, or until final approval of printing of ballots has been reached. County Clerk agrees to keep DEO informed of ballot printing status.

Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Ensure that Entity's certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political

Finance with the appropriate filing office. Candidates required to file with the Secretary of State must file electronically using the online campaign finance reporting system, TRACER: <http://tracer.sos.colorado.gov>.

Candidates in municipal elections file with the municipal clerk.

6. Provide (or ensure that Entity's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to County Clerk, no later than 5:00 p.m. on September 5, 2025. See Exhibit C for details.
7. Defend and resolve at Entity's sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation and Contingency Planning.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in the State of Colorado.

In the event of the loss of a VSPC location within Entity's boundaries, collaborate with County Clerk to establish a contingency location for voting.

G. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site.
2. Obtain a list of Entity's property owners from the County Assessor's office in accordance with C.R.S. §1-5-304. Property owners listed in the County Assessor's property records may not be eligible electors of Entity. Entity must review and verify the eligibility of property owners to receive Entity's ballots.
3. No later than October 9, 2025, certify to County Clerk a list of eligible electors who:
 - Own (or lease, if applicable – *consult legal counsel*) property within the district boundaries of Entity;
 - Are registered to vote in the State of Colorado and whose voter records are **active** (not inactive, incomplete, or cancelled);
 - Are or will be at least 18 years of age as of November 4, 2025; and
 - Are **not** already registered to vote within the district boundaries of Entity.

The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Voter ID	Mailing Address
First Name	Mailing City
Middle Name	Mailing State
Last Name	Mailing Zip
Suffix	

Each eligible elector must be listed as a separate entry.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel*.

4. Between October 10 and October 27, 2025, provide to County Clerk the names of newly eligible electors, if any, who meet the same criteria (and in the same format) as in Article III(G)(3).

H. TABOR Notice.

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

2. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
3. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 22, 2025, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@larimer.gov.

Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

4. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, DEO must be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 22, 2025 until September 26, 2025, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status.

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 10, 2025, pursuant to C.R.S. §1-5-208(2).

Entity must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

ARTICLE IV COSTS

A. Election Costs.

Entity shall be charged and pay for election costs associated with its ballot race(s), question(s), and/or issue(s). These election costs will include a proportionate share of common election costs pursuant to Section A(1), and other costs pursuant to Section A(2) (collectively "Election Costs"), as applicable.

1. Shared Common Election Costs. Entity shall be charged and pay a proportional share of costs that are not reimbursed by the state pursuant to C.R.S. §1-5-505.5(1)(a), based on County expenditures relative to Election and the **number of eligible electors (including property owners, if applicable) per Entity**, in accordance with C.R.S. §1-7-116(2)(b). Shared costs include, but are not limited to:
 - Election Staff Wages (Overtime/Compensatory Time)
 - Temporary Staff Wages
 - Election Judge and Canvass Board Wages
 - Printing – Ballots, Envelopes, Forms
 - Ballot Programming, Insertion, and Mailing Services
 - VSPC Location Expenses
 - Security Expenses
 - Election Notice Printing and Publication
 - Mailing Costs (Postage and shipping)
 - Contingency Expenses
2. Other Election Costs. In addition to its proportionate share of common election costs, Entity shall be charged and pay the following, as applicable:
 - a. **Unique Costs**. Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.
 - b. **Recount Costs**. The cost of any recount(s) will be charged to Entity. If more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
 - c. **TABOR Costs**. Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

B. Cost Estimate.

Preliminary estimates of Shared Common Election Costs, which are based on different scenarios of entities that may or may not participate in the Election, and including estimated Ranked Voting Costs if applicable, are attached to this Agreement as follows:

- a. **Exhibit A** (STATE participates, COUNTY participates)
- b. **Exhibit B** (STATE participates, COUNTY does not participate)

County Clerk will provide an updated cost estimate once all entities have been certified to the ballot. That update will include estimated TABOR costs if applicable. Estimated Recount costs will be provided once it is anticipated there will be a recount. Given the nature of Unique costs, estimates may not be given but the County Clerk will keep Entity reasonably apprised of any such costs if unique circumstances occur.

C. Invoice. County Clerk shall submit to Entity an invoice for all Election Costs that Entity is responsible to pay under Agreement, and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of the invoice will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

D. Funds Appropriated. By signing this Agreement Entity affirms that it has sufficient funds available in its approved budget to pay its estimated share of Election Costs, including all reasonably anticipated Unique Costs, Recount Costs, Ranked Voting Costs, and TABOR costs .

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Liability and Immunity.

County Clerk and Entity agree to be responsible for its own acts and omissions, and those of its officers, agents and employees, to the extent required by law, subject to and without waiving the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk under this Agreement. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

H. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

I. Amendments/Modifications.

As the Election approaches the Secretary of State may adopt new or different election rules that change or add obligations and procedures relevant to the Election. In such event, the Parties agree to comply with any such mandatory changes and this IGA shall be deemed automatically amended to incorporate same. As time allows, the Clerk and Recorder will attempt to circulate any such election rule changes to Entity and the Parties agree to communicate as necessary to implement such changes.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

COUNTY CLERK

TINA HARRIS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

Date

ENTITY

St. Vrain Valley School District RE-1J

Name of Entity

Date

BY:

Printed Name of Authorized Representative
Signing on behalf of Entity

Signature of Authorized Representative

Title of Authorized Representative

Entity phone number


Approved as to form:

County Attorney

EXHIBIT A

LARIMER COUNTY 2025 COORDINATED ELECTION ENTITY BILLING	Cost - TABOR			Cost - Ranked Voting			Cost - Election			TOTAL COST
	\$92,500.00			\$114,500.00			\$1,093,100.00			
	Households	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	
State of Colorado	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$491,895.00	\$491,895.00
Larimer County	147,394	59.880%	\$55,389.44	N/A	N/A	N/A	276,085	37.748%	\$226,940.92	\$282,330.36
City of Fort Collins	65,415	26.576%	\$24,582.41	118,041	100.00%	\$114,500.00	118,041	16.139%	\$97,029.30	\$236,111.71
City of Loveland	33,338	13.544%	\$12,528.14	N/A	N/A	N/A	61,169	8.363%	\$50,280.71	\$62,808.85
Poudre School R-1	N/A	N/A	N/A	N/A	N/A	N/A	161,189	22.039%	\$132,496.80	\$132,496.80
Thompson School R2-J	N/A	N/A	N/A	N/A	N/A	N/A	105,561	14.433%	\$86,770.78	\$86,770.78
Estes Park School R-3	N/A	N/A	N/A	N/A	N/A	N/A	8,731	1.194%	\$7,176.85	\$7,176.85
St. Vrain Valley School RE-1J	N/A	N/A	N/A	N/A	N/A	N/A	596	0.081%	\$489.91	\$489.91
Weld County School RE-5J	N/A	N/A	N/A	N/A	N/A	N/A	12	0.002%	\$9.86	\$9.86
Aims Community College	N/A	N/A	N/A	N/A	N/A	N/A	12	0.002%	\$9.86	\$9.86
	246,147	100%	\$92,500.00	118,041	100%	\$114,500.00	731,396	100%	\$1,093,100.00	\$1,300,100.00

The State reimburses the county for forty-five percent of election costs (\$491,895.00). Coordinating entities share only those election costs that are not reimbursed by the State (\$601,205.00).

EXHIBIT B

LARIMER COUNTY 2025 COORDINATED ELECTION ENTITY BILLING	Cost - TABOR			Cost - Ranked Voting			Cost - Election			TOTAL COST
	\$50,000.00			\$114,500.00			\$1,093,100.00			
	Households	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	
State of Colorado	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$491,895.00	\$491,895.00
City of Fort Collins	65,415	66.157%	\$33,078.64	118,041	100.00%	\$114,500.00	118,041	25.900%	\$155,710.65	\$303,289.29
City of Loveland	33,338	33.716%	\$16,858.15	N/A	N/A	N/A	61,169	13.421%	\$80,689.46	\$97,547.61
Poudre School R-1	N/A	N/A	N/A	N/A	N/A	N/A	161,189	35.367%	\$212,628.18	\$212,628.18
Thompson School R2-J	N/A	N/A	N/A	N/A	N/A	N/A	105,561	23.161%	\$139,247.99	\$139,247.99
Estes Park School R-3	N/A	N/A	N/A	N/A	N/A	N/A	8,731	1.916%	\$11,517.27	\$11,517.27
St. Vrain Valley School RE-1J	N/A	N/A	N/A	N/A	N/A	N/A	596	0.131%	\$786.20	\$786.20
Weld County School RE-5J	N/A	N/A	N/A	N/A	N/A	N/A	12	0.003%	\$15.83	\$15.83
Aims Community College	N/A	N/A	N/A	N/A	N/A	N/A	12	0.003%	\$15.83	\$15.83
Larimer County PID # 1	75	0.076%	\$37.93	N/A	N/A	N/A	250	0.055%	\$329.78	\$367.71
Larimer County PID # 2	50	0.051%	\$25.28	N/A	N/A	N/A	200	0.044%	\$263.82	\$289.11
	98,878	100%	\$50,000.00	118,041	100%	\$114,500.00	455,761	100%	\$1,093,100.00	\$1,257,600.00

The State reimburses the county for forty-five percent of election costs (\$491,895.00). Coordinating entities share only those election costs that are not reimbursed by the State (\$601,205.00).

EXHIBIT C

Audio

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 5, 2025), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with the above Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.498.7820 if you have any questions or need additional information.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

St. Vrain Valley School District RE-1J, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 4, 2025, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 4, 2025; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to § 1-7-116, C.R.S., and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203, et seq., C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and Boulder, Larimer, and Broomfield County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 4, 2025, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 31-11-118 and 22-30-104(4), C.R.S.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and §§ 1-4-501, 22-31-103, and 22-31-107, C.R.S.
 - c. Establish order of names and questions for Jurisdiction’s portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish

Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections

(US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.

- d. Accept written comments for and against ballot issues pursuant to §§ 1-7-901, C.R.S., and Colorado Constitution Article 10, Section 20(3)(b)(v), C.R.S. Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102(2), C.R.S.
- g. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 4, 2025, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107 or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. Mail ballot issue notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- j. Carry out all action necessary for cancelation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

- k. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Weld County's contact listed below of any changes to the information contained in said list.
- l. By September **5th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109 to leave a voice mail containing the candidate's name pronunciation and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article 10, Section 20.
- c. Circulate general Ballot Issues notices pursuant to §§ 1-7-905 and 1-7-906(1), C.R.S. and publish and post notice, as directed in § 1-5-205, C.R.S.
- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information below).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County

Memorandum of Intergovernmental Agreement For Conduct of Coordinated Elections

Clerk shall receive and canvass all votes and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

d. No Third-Party Beneficiary Enforcement.

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

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

DATED this _____ day of _____, 2025.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Perry Buck, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

St. Vrain Valley School District RE-1J
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

St. Vrain Valley School District RE-1J

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and St. Vrain Valley School District RE-1J, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Kristie Jonason as its Designated Election Official (hereafter "DEO").

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

- A. **"Address Library Report"** means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **"Coordinated Election Official"** (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **"Colorado Election Code"** or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.
- E. **"Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.
- F. **"Designated Election Official"** (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- G. **"IGA" or "Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.
- H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the St. Vrain Valley School District RE-1J.
- I. **"Logic and Accuracy Test"** means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.
- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.
- P. **“TABOR”** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.
- B. Enforce all applicable provisions of the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

- D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

- E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.
- G. Send a certified list of registered voters to the Jurisdiction via secure transfer.
- H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:
1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
 2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
 3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.
- J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com
- K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.
 2. If the Jurisdiction includes territory in more than one county, the City and County will

coordinate with the other applicable counties for the purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

- L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
- M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
- N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
- O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.
- P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.
- Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:
 - 1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.
 - 2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
 - 3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
 - 4. Post the TABOR Notice on www.votebroomfield.com
 - 5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is \$200.
- R. Hire, instruct, and oversee election judges and temporary workers necessary for the

conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;
2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at <https://www.coloradosos.gov> and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results

of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:
 - i. Remove from the list non-person entities and persons not living in the state of Colorado.
 - ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
 - iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
 - iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.
- E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.
- F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.
- G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.
- H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)
- I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no

response is received within 24 hours the layout and text will be deemed to be approved and will be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
2. Prepare a financial summary for each ballot question or issue.
3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.
4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

**SECTION III.
CANCELLATION OF ELECTIONS**

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

**SECTION IV.
MISCELLANEOUS**

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:	Penny Norman City and County of Broomfield Elections Division One DesCombes Dr Broomfield, Colorado 80020 Phone: (303) 464-5874 Fax: (303) 410-3815 Email: pnorman@broomfield.org
Jurisdiction	Kristie Jonason Designated Election Official St. Vrain Valley School District RE-1J 395 S Pratt Pkwy Longmont, CO 80501 Entity Phone: (303) 682-7205 Email: jonason_kristie@svvdsd.org

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 City and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

NAME OF JURISDICTION

St. Vrain Valley School District RE-8

BY: _____

(Title) _____

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction

(Title)

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Friday, August 26, 2025

Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025

Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025

Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025

Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025

Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025

Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025

Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here

Length of Term here

(Vote for not more than?)

Candidate's name

Candidate's name

Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here

Length of Term here

(Vote for not more than?)

Candidate's name

Candidate's name

Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

**Ballot Issue
Notice Example
Page**

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election

Official: [Name]

[Title]

[Address]

[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN
PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]

Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated) [\$0,000,000]

Year (Actual) [\$0,000,000]

Year (Actual) [\$0,000,000]

Year (Actual) [\$0,000,000]
Year (Actual) [\$0,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:

Principal amount:
[\$0,000,000]
Maximum annual repayment cost:
[\$0,000,000]
Total repayment cost:
[\$0,000,000]

Information on Proposed Bonded Debt:

Principal amount:
[\$0,000,000]
Maximum annual repayment cost:
[\$0,000,000] Total repayment cost:
[\$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be \$1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is \$200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	\$42,652.50	\$44,785.13
Aims Community College	16	\$200	\$200
Boulder Valley RE-2	21,424	\$32,136	\$33,207.20
27J Schools	0	\$0	\$0
Jeffco Public Schools	5,292	\$7,938	\$8,202.60
St. Vrain Valley School District RE-1J	2,220	\$3,330	\$3,441
Weld County School District RE-8	15	\$200	\$200

MEMORANDUM

DATE: August 13, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of First Reading and Adoption to Board Policies KBE - Relations with Parent Organizations
Strategic Priority - Outstanding Communication and Collaboration with Community and Corporate Partners

RECOMMENDATION

For the Board of Education to adopt updates to Board Policies KBE (Relations with Parent Organizations).

BACKGROUND

Board Policy KBE clarifies the relationship with parent organizations (“POs”) and sets out the requirements for district-recognized POs. Updated language to this policy includes discussion of the independence of the PO, as well as the organizational expectations of the district for POs to maintain district recognition through compliance with board policy and regulation KBE-R and KBE-E. As a board policy, changes to KBE require two readings, whereas exhibits and regulations (KBE-E and KBE-R) require one. Exhibit KBE-R and KBE-E will accompany the policy on its second reading.

Relations with Parent Organizations

The Board of Education ~~supports endorses~~ the creation of parent organizations (POs), such as parent-teacher organizations and associations, booster clubs, advisory councils and foundations, as a means of fostering parental involvement and fundraising within the district's schools. All such district-recognized ~~POs organizations~~ shall work closely with their principal and building staff to establish and achieve educational (co-curricular) and extracurricular goals of all students. ~~Only district-recognized POs will be permitted to use district facilities or district intellectual property.~~

To ensure the viability and security of ~~district-recognized these POs organizations~~, the Board requires that all such ~~POs organizations~~ maintain legal status as required by state and federal law ~~in order to maintain district recognition.~~

~~Two (2) organizational options are available to POs.~~

A. The ~~PO organization~~ may choose to incorporate and seek recognition as a Section 501(c)(3) non-profit corporation, or

B. The ~~PO organization~~ may choose to become affiliated with Colorado and national parent teacher associations and acquire Section 501(c)(3) status through their affiliation with the associations.

Each PO may choose the status which best fits the needs of the organization and school community.

All ~~POs established as~~ foundations must organize using Option A.

~~All POs that seek to use district facilities or district intellectual property (including but not limited to district owned names, logos, trademarks, copyrighted material) must comply with this board policy and regulation KBE-R, and seek district recognition by completing district PO training and submitting an annual Parent Organization Attestation "KBE-E". District-Recognized POs must register with the District's Facility Use Department prior to use of any district facilities.~~

~~The district's financial services department shall develop procedures to ensure compliance with this policy.~~

Adopted: June 9, 2004
Revised: February 28, 2007
Revised: August 22, 2007
Revised: October 28, 2015
Revised: June 24, 2020
~~Revised:~~

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