

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:**

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

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

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

6.1. FY25 Fourth Quarter Public Gifts to Schools

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

- 7.1. Approval: Recommendation to Hire Chief of Staff
- 7.2. Approval: Second Reading and Adoption to Board Policy KBE - Relations with Parent Organizations and Approval of First Reading and Adoption to Board Regulation KBE-R - Regulations For Operating a Parent Organization (PO), and Board Exhibit KBE-E - Parent Organization Attestation Form
- 7.3. Approval: Update on Conflict of Interest Exception - Schaefer Athletics, Inc., Tyler Schaefer
- 7.4. Approval: Contract Award for Erie Middle School Boiler Replacement
- 7.5. Approval: Fee Adjustment to Architect Services Agreement for the Thunder Valley K-8 Bond Project
- 7.6. Approval: Change Order to Construction Manager/General Contractor (CM/GC) Contract for the New High School #9 Project

August 27, 2025

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- 7.7. Approval: Black Hills Energy Fee for New High School #9 and the CTE East Building
- 7.8. Approval: Purchase of Vans for the Maintenance Department
- 7.9. Approval: Access and Utility Easement Agreement Between the Town of Firestone and St. Vrain Valley School District
- 7.10. Approval: Temporary Construction Easement Agreement Between Barefoot LLC and the St. Vrain Valley School District
- 7.11. Approval: Change Order to Blue Mountain Elementary Asphalt Repair Project
- 7.12. Approval: Change Order to Sunset Middle School Asphalt Repair Project

**8. ACTION ITEMS:**

- 8.1. Recommendation: Approval of First Reading and Adoption to Board Policy KDB - Public's Right to Know/Freedom of Information

**9. DISCUSSION ITEMS:**

**10. ADJOURNMENT:**

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

Wednesday, September 10 6:00 - 8:00 pm Regular Meeting  
Wednesday, September 17 6:00 - 8:00 pm Study Session  
Wednesday, September 24 6:00 - 8:00 pm Regular Meeting

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: FY25 4th Quarter Public Gifts to Schools  
Strategic Priority – Strong District Finances

PURPOSE

To provide the Board of Education with a list of public gifts given to the St. Vrain Valley School District for the fourth quarter of the 2024-2025 school year totaling \$440,885.24. The total of all the gifts given to the District for the 2024-2025 school year is \$1,058,882.39.

BACKGROUND

During the course of the year, the District receives many cash and gift donations for its programs. These gifts are accepted by the principal, the superintendent, or the Board of Education according to Board Policy KCD, Public Gifts to Schools. The attached listing delineates these gifts.

For the 2023-2024 school year, 4th quarter gifts totaled \$305,230.95.

## 2024-2025 Public Gifts | Location QTR 1 - QTR 4

School Name	Abbreviation / Location	Total Donations	Parent Group Gifts	General Gifts
Alpine Elementary	ALP - 141	\$ 66,499.76	\$ 66,224.76	\$ 275.00
Altona Middle	ALT - 254	\$ 3,500.00	\$ -	\$ 3,500.00
APEX	APX - 570	\$ -	\$ -	\$ -
Black Rock Elementary	BRE - 146	\$ 71,798.68	\$ 3,210.78	\$ 68,587.90
Blue Mountain Elementary	BME - 147	\$ 37,180.95	\$ 681.54	\$ 36,499.41
Burlington Elementary	BUR - 122	\$ 491.00	\$ -	\$ 491.00
Centennial Elementary	CNT - 148	\$ 285.60	\$ -	\$ 285.60
Central Elementary	CEN - 123	\$ 4,015.42	\$ 4,015.42	\$ -
CETC	CDC - 610	\$ 35,376.00	\$ -	\$ 35,376.00
Clover Basin	CBC - 710	\$ 44,721.00	\$ -	\$ 44,721.00
Coal Ridge Middle	CRM - 221	\$ 2,031.98	\$ -	\$ 2,031.98
Columbine Elementary	COL - 124	\$ 753.00	\$ -	\$ 753.00
Eagle Crest Elementary	ECE - 142	\$ 19,001.65	\$ 3,493.33	\$ 15,508.32
Educational Services Center FIN	FIN - 606	\$ -	\$ -	\$ -
Educational Services Center HR	ESC - 605	\$ 4,381.94	\$ 100.00	\$ 4,281.94
Erie Elementary	ERE - 125	\$ 6,878.40	\$ 6,000.00	\$ 878.40
Erie High School	ERH - 311	\$ 34,333.87	\$ 25,373.87	\$ 8,960.00
Erie Middle	ERM - 251	\$ -	\$ -	\$ -
Fall River Elementary	FRV - 144	\$ 30,389.44	\$ 18,422.37	\$ 11,967.07
Frederick High School	FRH - 318	\$ 7,320.12	\$ 3,644.00	\$ 3,676.12
Grand View Elementary	GVE - 132	\$ 14,040.51	\$ 14,040.51	\$ -
Highlands Elementary	HLD - 145	\$ 27,598.31	\$ 13,980.07	\$ 13,618.24
Hygiene Elementary	HYG - 127	\$ 11,629.44	\$ 11,629.44	\$ -
Indian Peaks Elementary	IPE - 138	\$ 1,600.00	\$ 1,200.00	\$ 400.00
Innovation Center	INV - 647	\$ 9,670.00	\$ -	\$ 9,670.00
Learning Service Center	DLS- 602	\$ -	\$ -	\$ -
Legacy Elementary	LEG - 139	\$ 3,712.34	\$ 2,982.92	\$ 729.42
Lincoln ESC Athletics	ATH - 623	\$ -	\$ -	\$ -
Lincoln School & Main Street	LIN - 135	\$ 14,328.00	\$ -	\$ 14,328.00
Longmont Estates	LEE - 136	\$ 34,056.04	\$ 4,838.80	\$ 29,217.24
Longmont High School	LHS - 312	\$ 3,195.00	\$ -	\$ 3,195.00
Longs Peak Middle	LPM - 216	\$ -	\$ -	\$ -
Lyons Elementary	LYE - 128	\$ 66,385.07	\$ 31,736.70	\$ 34,648.37

Lyons Middle/Senior	LMS - 513	\$ 45,925.57	\$ 34,882.40	\$ 11,043.17
Main Street School	MSS - 635	\$ -	\$ -	\$ -
Mead Elementary School	MEE - 129	\$ 38,390.06	\$ 37,279.18	\$ 1,110.88
Mead High School	MEH - 305	\$ 12,700.00	\$ -	\$ 12,700.00
Mead Middle School	MEM - 219	\$ -	\$ -	\$ -
Mountain View Elementary	MVE - 130	\$ 10,967.00	\$ 1,725.00	\$ 9,242.00
Niwot Elementary	NIE - 131	\$ 33,843.55	\$ -	\$ 33,843.55
Niwot High School	NIH - 309	\$ 35,740.97	\$ 5,750.00	\$ 29,990.97
Northridge Elementary	NOR - 133	\$ -	\$ -	\$ -
Olde Columbine High School	OCH - 301	\$ -	\$ -	\$ -
Prairie Ridge Elementary	PRE - 143	\$ 870.00	\$ -	\$ 870.00
P-Teach	PTH - 658	\$ -	\$ -	\$ -
P-Tech	PTC - 664	\$ -	\$ -	\$ -
Red Hawk Elementary	RHE - 149	\$ 53,119.25	\$ 17,103.60	\$ 36,015.65
Rocky Mountain Elementary	RME - 137	\$ -	\$ -	\$ -
Sanborn Elementary	SAN - 140	\$ 27,731.56	\$ 9,573.08	\$ 18,158.48
Silver Creek High School	SCH - 314	\$ 139,023.84	\$ 22,319.19	\$ 116,704.65
Skyline High School	SKY - 310	\$ 10,045.96	\$ -	\$ 10,045.96
Soaring Heights PK-8	SRG - 552	\$ 35,780.84	\$ 35,780.84	\$ -
SPARK! Discovery Preschool	SPK - 126	\$ 4,362.41	\$ 4,362.41	\$ -
Special Education	STE - 614	\$ -	\$ -	\$ -
Student Assistance Services	SAS - 634	\$ -	\$ -	\$ -
Sunset Middle	SUN - 215	\$ 20,640.00	\$ 1,200.00	\$ 19,440.00
Thunder Valley K-8	THV - 526	\$ 17,505.80	\$ 2,569.38	\$ 14,936.42
Timberline PK-8	TMB - 534	\$ 13,100.00	\$ 1,100.00	\$ 12,000.00
Trailridge Middle	TRM - 250	\$ 3,962.06	\$ 2,203.12	\$ 1,758.94
Westview Middle	WES - 220	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 1,058,882.39</b>	<b>\$ 387,422.71</b>	<b>\$ 671,459.68</b>

<b>Donations by Quarter</b>	<b>FY25</b>	<b>FY24</b>
1st	\$ 176,590.23	\$ 125,391.00
2nd	\$ 172,814.07	\$ 359,692.38
3rd	\$ 268,592.85	\$ 229,708.01
4th	\$ 440,885.24	\$ 305,230.95
<b>Total Overall Donations:</b>	<b>\$ 1,058,882.39</b>	<b>\$ 1,020,022.34</b>

Total PTO Donations	\$ 387,422.71	\$ 302,364.50
Total Parawages	\$ 289,896.71	\$ 367,659.16

## 2024-2025 Public Gifts | Quarter 4

Date of Signature	Quarter	Donor	Amount and/or Value	Location Name / Number	Description
5/15/2025	4th	Alpine PTO	\$ 345.81	ALP - 141	school field trip for 1st grade transportation
5/15/2025	4th	Alpine PTO	\$ 474.33	ALP - 141	school field trip for 4th grade transportation
5/15/2025	4th	Alpine PTO	\$ 644.60	ALP - 141	fabric banners
6/30/2025	4th	Alpine PTO	\$ 1,173.39	ALP - 141	Enrichment classes
6/30/2025	4th	Alpine PTO	\$ 63,586.63	ALP - 141	Library Refresh - new furniture, chairs, tables, bookshelves
4/9/2025	4th	Amber Spotted Elk	\$ 20.00	NIH - 309	drama program
4/7/2025	4th	American Family Furniture Warehouse	\$ 260.88	MEE - 129	supplies & materials for classroom
3/19/2025	4th	American Furniture Warehouse	\$ 184.36	SAN - 140	student support
4/5/2025	4th	Amy Baker	\$ 10.00	NIH - 309	drama program
5/21/2025	4th	Anne Duran & Larry Duran	\$ 500.00	MEH - 305	FBLA NLC
6/30/2025	4th	BAE	\$ 285.60	CNT - 148	Benevity Donation
6/30/2025	4th	BAE	\$ 428.40	ERE - 125	Benevity Donation
4/24/2025	4th	Bison Brigade PTO	\$ 41.44	GVE - 132	Health Office supplies
5/15/2025	4th	Bison Brigade PTO	\$ 55.97	GVE - 132	classroom supplies
5/1/2025	4th	Bison Brigade PTO	\$ 67.30	GVE - 132	PBIS rewards
4/10/2025	4th	Bison Brigade PTO	\$ 359.06	GVE - 132	classroom supplies & field trip deposit
4/17/2025	4th	Bison Brigade PTO	\$ 435.94	GVE - 132	classroom supplies
5/8/2025	4th	Bison Brigade PTO	\$ 811.97	GVE - 132	Field Trip transportation
5/27/2025	4th	Bison Brigade PTO	\$ 1,226.78	GVE - 132	classroom supplies & PBIS rewards
5/16/2025	4th	Bison Brigade PTO	\$ 1,741.89	GVE - 132	field trip transportation, PBIS rewards, movie license, classroom supplies
6/16/2025	4th	Black Rock PTO	\$ 124.40	BRE - 146	field day supplies
6/16/2025	4th	Black Rock PTO	\$ 449.00	BRE - 146	5th grade field trip to Denver Museum of Nature & Science Planetarium
6/16/2025	4th	Black Rock PTO	\$ 767.00	BRE - 146	5th grade field day shirts
6/30/2025	4th	Black Rock PTO	\$ 18,000.00	BRE - 146	Quarter 4 PTO-funded Paraprofessional Salaries
4/23/2025	4th	Black Rock PTO	\$ 26,028.78	BRE - 146	Q3 Paraprofessional Salaries
6/30/2025	4th	Central Elementary PTO	\$ 1,617.42	CEN - 123	classroom microphones
6/30/2025	4th	Central Elementary PTO	\$ 2,398.00	CEN - 123	technology supplies
6/30/2025	4th	Charles Schwab	\$ 65.00	THV - 526	Benevity Donation
5/12/2025	4th	Colorado Bee Farm	\$ 25.00	MVE - 130	staff & teacher appreciation week
5/16/2025	4th	Colorado Materials Inc	\$ 25.00	MVE - 130	6th grade Kindness Garden
4/21/2025	4th	Dami Bullock	\$ 500.00	MEH - 305	Special Ed class donation
6/10/2025	4th	Darlene Blake	\$ 1,900.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
4/3/2025	4th	Dee Danby	\$ 100.00	MVE - 130	general school use
6/30/2025	4th	District 2 Harrison Schools	\$ 44,721.00	CBC - 710	Child Nutrition Programs as an access point for reimbursable grab & go meals and Smart Snacks
5/21/2025	4th	Duran Excavating	\$ 1,000.00	MEH - 305	FBLA NLC

5/15/2025	4th	Eagle Crest PTO	\$ 234.95	ECE - 142	3rd grade field trip to Old Mill Park, bus expense
5/5/2025	4th	Eagle Crest PTO	\$ 280.00	ECE - 142	4th grade field trip to Colorado History Museum, entrance fee
5/15/2025	4th	Eagle Crest PTO	\$ 446.62	ECE - 142	4th grade field trip to Colorado History Museum, bus expense
4/10/2025	4th	Eagle Crest PTO	\$ 4,871.80	ECE - 142	Q3 PTAC charges
4/23/2025	4th	Erie High Booster Club	\$ 1,000.00	ERH - 311	Literacy club
4/23/2025	4th	Erie High Booster Club	\$ 2,000.00	ERH - 311	wrestling Bingo
4/23/2025	4th	Erie High Booster Club	\$ 4,000.00	ERH - 311	girls' soccer
4/23/2025	4th	Erie High Booster Club	\$ 5,373.87	ERH - 311	athletic program concessions
4/23/2025	4th	Erie High Booster Club	\$ 13,000.00	ERH - 311	baseball program
4/5/2025	4th	Ezra Schlosser	\$ 20.00	NIH - 309	band program
4/10/2025	4th	Fall River PTO	\$ 273.25	FRV - 144	GT supplies
6/30/2025	4th	Fall River PTO	\$ 483.85	FRV - 144	1st grade learning, secret stories
4/9/2025	4th	Fall River PTO	\$ 506.10	FRV - 144	school rewards, teacher grants
6/30/2025	4th	Fall River PTO	\$ 828.37	FRV - 144	class grants, license, dance décor
6/30/2025	4th	Fall River PTO	\$ 1,769.80	FRV - 144	teacher / class grants
6/30/2025	4th	Fall River PTO	\$ 2,100.40	FRV - 144	teacher grants, extra duty pay, field trips
4/21/2025	4th	Fall River PTO	\$ 2,500.00	FRV - 144	Robotics club kits
4/9/2025	4th	Fall River PTO	\$ 2,506.55	FRV - 144	transportation & field trips
4/9/2025	4th	Fall River PTO	\$ 3,488.00	FRV - 144	school movie license
4/9/2025	4th	Fall River PTO	\$ 3,966.05	FRV - 144	GT & special funds for tech
6/30/2025	4th	Fall River PTO	\$ 5,840.56	FRV - 144	Para position
4/9/2025	4th	Fall River PTO	\$ 6,126.51	FRV - 144	para salary, extra duty pay, GT staff
5/12/2025	4th	Gafner Hospitality Group	\$ 50.00	MVE - 130	staff & teacher appreciation week
5/12/2025	4th	Girl Scout Troop 71076	\$ 50.00	MVE - 130	staff & teacher appreciation week
4/21/2025	4th	Grandview Church	\$ 150.00	MEH - 305	FCA
6/20/2025	4th	Highlands PTO	\$ 3,960.00	HLD - 145	Cal-Wood field trip
6/20/2025	4th	Highlands PTO	\$ 4,439.03	HLD - 145	contribution for buses
6/20/2025	4th	Highlands PTO	\$ 7,763.48	HLD - 145	Paraprofessional pay & bus transportation
6/10/2025	4th	Hygiene Elementary PTO	\$ 11,629.44	HYG - 127	field trips, classroom supplies, Hawk Air support
6/30/2025	4th	IBM	\$ 41.66	CRM - 221	Benevity Donation
6/30/2025	4th	IBM	\$ 147.00	MVE - 130	Benevity Donation
6/25/2025	4th	InnEdCo - Technology in Education Colorado	\$ 1,900.00	INV - 647	Student Drone Performance Team at Innovation Center
6/16/2025	4th	Jennifer Peterson	\$ 100.00	TRM - 250	band donation
4/10/2025	4th	Jimmy Johns	\$ 100.00	SKY - 310	Assistant Principal week celebration
6/30/2025	4th	Johnson Controls	\$ 100.00	SAN - 140	Benevity Donation
4/16/2025	4th	Kiersten Bradley	\$ 203.00	COL - 124	student & staff activities or supplies
5/27/2025	4th	Longmont Estates PTO	\$ 59.98	LEE - 136	teacher reimbursements
4/18/2025	4th	Longmont Estates PTO	\$ 177.26	LEE - 136	teacher reimbursements
4/4/2025	4th	Longmont Estates PTO	\$ 256.89	LEE - 136	teacher reimbursements
5/27/2025	4th	Longmont Estates PTO	\$ 274.42	LEE - 136	teacher reimbursements
6/10/2025	4th	Longmont Estates PTO	\$ 1,772.60	LEE - 136	field trip reimbursements
5/20/2025	4th	Longmont Estates PTO	\$ 9,379.89	LEE - 136	Q3 Paraprofessional Pay
5/12/2025	4th	Longs Peak Pub & Tap House	\$ 25.00	MVE - 130	staff & teacher appreciation week

6/10/2025	4th	Lutheran Medical	\$ 3,450.00	CDC - 610	medical equipment & medical supplies for Health Science programs
4/5/2025	4th	Lyons Elementary PTO	\$ 463.45	LYE - 128	classroom supplies
5/9/2025	4th	Lyons Elementary PTO	\$ 1,103.76	LYE - 128	classroom supplies
4/24/2025	4th	Lyons Elementary PTO	\$ 4,543.53	LYE - 128	classroom supplies
6/20/2025	4th	Lyons Elementary PTO	\$ 5,740.30	LYE - 128	Para Support
5/27/2025	4th	Lyons Elementary PTO	\$ 7,750.51	LYE - 128	classroom supplies
4/11/2025	4th	Lyons Lions Booster Club	\$ 518.00	LMS - 513	support school programs
4/25/2025	4th	Mead Area Chamber of Commerce	\$ 450.00	MEE - 129	support the best learning environment for students
6/20/2025	4th	Mead Elementary PAC	\$ 5,631.73	MEE - 129	to allow for field trips and an increased learning environment
6/30/2025	4th	Mead Elementary PAC	\$ 12,920.13	MEE - 129	mini pac grants to staff to purchase materials to help create a better learning environment for students
6/30/2025	4th	Medtronic	\$ 600.00	SAN - 140	NPO Donations
4/30/2025	4th	Mr. & Mrs. Gregory Holden	\$ 500.00	SCH - 314	Raptor Tech program
4/30/2025	4th	Mr. & Mrs. Vin Pierce	\$ 150.00	SCH - 314	Raptor Tech program
6/30/2025	4th	My Book Pal	\$ 3,355.00	MVE - 130	books in a bag for 1st graders
4/20/2025	4th	Nothing Bundt Cake	\$ 200.00	SKY - 310	Assistant Principal week celebration
6/20/2025	4th	Parent Association for Sanborn Students	\$ 2,027.44	SAN - 140	field trip transportation, face painting supplies, 5th grade t-shirts, 5th grade incentives
6/20/2025	4th	Parent Association for Sanborn Students	\$ 4,275.33	SAN - 140	Q3 Para
6/16/2025	4th	Prodigy	\$ 250.00	BRE - 146	celebration of students' math success
6/16/2025	4th	Prodigy	\$ 500.00	BRE - 146	student pizza party 5.2.25
6/16/2025	4th	Prodigy	\$ 500.00	BRE - 146	student pizza party 4.4.25
6/16/2025	4th	Prodigy	\$ 750.00	BRE - 146	student pizza party and celebration and school technology needs
6/30/2025	4th	Prologis	\$ 61.42	THV - 526	Benevity Donation
5/12/2025	4th	Raising Canes	\$ 25.00	MVE - 130	staff & teacher appreciation week
4/3/2025	4th	Red Hawk Elementary PTO	\$ 10,792.07	RHE - 149	Q3 Paraprofessional Salaries
5/15/2025	4th	Robert Clearmountain	\$ 7,770.00	INV - 647	Apogee MIC+ USB microphones
5/28/2025	4th	Rocky Mountain Conservancy	\$ 776.96	LYE - 128	support staff for field trips
6/10/2025	4th	Ronald Lauer	\$ 1,900.00	CDC - 610	vehicle to be used in Automotive program for students to learn with & fix
4/5/2025	4th	Scott Barto	\$ 20.00	NIH - 309	drama program
6/30/2025	4th	Silver Creek High School Education Foundation	\$ 2,118.47	SCH - 314	Special Ed supplies, FBLA National Conference registration
6/30/2025	4th	Silver Creek Organization of Performing Arts	\$ 1,402.95	SCH - 314	Tri-M Music Honor Society

6/30/2025	4th	Silver Creek Organization of Performing Arts	\$ 64,162.19	SCH - 314	band program
2/4/2025	4th	Simon Wilson	\$ 400.00	MEE - 129	supplies & materials for classroom
5/20/2025	4th	Soaring Heights PTO	\$ 8,417.92	SRG - 552	tech refresh (VEX & 3D scanner), cross country , Feldmiller, front office
5/20/2025	4th	Society for Mining, Metallurgy & Exploration	\$ 460.00	ERH - 311	sub support for convention / conference
4/10/2025	4th	SPARK! Discovery Preschool PTO	\$ 130.00	SPK - 126	paint
5/28/2025	4th	SPARK! Discovery Preschool PTO	\$ 424.00	SPK - 126	Boo Hoo Breakfast & Dessert, Meet the Teacher, stock the lounge with teacher snacks
4/10/2025	4th	SPARK! Discovery Preschool PTO	\$ 646.95	SPK - 126	folders for classrooms
4/10/2025	4th	SPARK! Discovery Preschool PTO	\$ 907.73	SPK - 126	snow blower with battery pack, pavers for garden shed floor, 3-door cabinet, community helper books
5/21/2025	4th	Spire Financial	\$ 1,000.00	MEH - 305	FBLA NLC
6/30/2025	4th	Stapp Interstate Toyota	\$ 5,000.00	MEH - 305	FBLA help with state
4/10/2025	4th	Starbucks	\$ 100.00	SKY - 310	Assistant Principal & Dean meetings
5/12/2025	4th	Sweet Cow	\$ 50.00	MVE - 130	staff & teacher appreciation week
4/25/2025	4th	The Roost	\$ 50.00	LHS - 312	teacher appreciation raffle gift
5/19/2025	4th	Trail Ridge PTO	\$ 300.00	TRM - 250	Teacher Appreciation Breakfast
5/19/2025	4th	Trail Ridge PTO	\$ 803.12	TRM - 250	transportation for 8th graders to go to
6/20/2025	4th	Trail Ridge PTO	\$ 1,100.00	TRM - 250	uniforms for Unified & coffee cart items
5/12/2025	4th	Train Station Fitness	\$ 50.00	MVE - 130	staff & teacher appreciation week
6/30/2025	4th	U.S. Accenture	\$ 50.00	ERE - 125	NPO Donations
6/30/2025	4th	UHG	\$ 491.00	BUR - 122	Benevity Donation
5/12/2025	4th	Walmart	\$ 25.00	MVE - 130	staff & teacher appreciation week
5/12/2025	4th	Washed Up Car Wash	\$ 100.00	MVE - 130	staff & teacher appreciation week
4/30/2025	4th	Wish for Wheels	\$ 1,000.00	MVE - 130	bicycles for 2nd grade
4/30/2025	4th	Youzhi Li & Ju Sheng	\$ 100.00	SCH - 314	Raptor Tech program
<b>TOTAL</b>			<b>\$ 440,885.24</b>		

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Recommendation - Chief of Staff  
Strategic Priority – Strong/Visionary Leadership

RECOMMENDATION

That the Board of Education approve the recommendation to hire Dr. Kerri McDermid as Chief of Staff, effective August 1, 2025.

BACKGROUND

Dr. McDermid graduated from Colorado State University with a Bachelor of Science Degree in Business Administration. She continued her education at Green Mountain College where she earned her Master's Degree in Environmental Studies. Additionally, she completed her Doctoral Program in Leadership for Educational Equity with an emphasis in Executive Leadership from the University of Colorado Denver. Dr. McDermid holds a Colorado Administrator License through the Colorado Department of Education, a Graduate Certificate in Women in Leadership from Cornell University, and is currently enrolled in an Education Policy Graduate Certificate program through the University of Colorado at Denver.

Dr. McDermid has been a long-standing employee in St. Vrain Valley Schools since 2015. She is in her seventh year serving as Chief Communications and Global Impact Officer. Prior to that, she served in other roles including Executive Director of Communications, Director of Communications, Communications Manager, and Online Administration and Web Coordinator.

Dr. McDermid is a leader in the community. She currently serves as an executive committee member on the Board of Directors for the Longmont Area Chamber of Commerce. Additionally, she formerly served as vice president at large for the Colorado Schools Public Relations Association and was a board member with the City of Loveland Cultural Services Citizen Advisory Board.

SALARY

Annual salary will be according to schedule.

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Second Reading and Adoption to Board Policy KBE - Relations with Parent Organizations and Approval of First Reading and Adoption to Board Regulation KBE-R – Regulations For Operating a Parent Organization (PO) and Board Exhibit KBE-E - Parent Organization Attestation Form  
Strategic Priority - Outstanding Communication and Collaboration with Community and Corporate Partners

RECOMMENDATION

For the Board of Education to approve updates to Board Policy KBE - Relations with Parent Organizations, Board Regulation KBE-R - Regulations For Operating a Parent Organization (PO) and Board Exhibit KBE-E - Parent Organization Attestation Form.

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 submission of KBE-E. KBE-R sets out the regulations required for district-recognized POs and the criteria required to qualify as district-recognized POs. KBE-E is the attestation form which should be submitted by the PO to maintain district-recognition pursuant to the applicable policy and regulation.

## Relations with Parent Organizations

The Board of Education ~~endorses supports~~ 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:

## **Organizational Options Regulations for Operating a Parent Organization (PO)**

Whether you choose to operate your PO as an independent 501(c)(3) [Option A] or an affiliated 501(c)(3) [Option B], the following regulations apply to your PO. The following regulations apply to all district-recognized POs formed for the benefit of the St. Vrain Valley School District, including, but not limited to, foundations, booster clubs, and parent-teacher organizations (PTOs).

~~The PO shall~~ To qualify as a district-recognized PO, the PO shall:

- Operate as ~~a non-profit corporation, independent of the district,~~ an independent and legally separate non-profit organization of the district and have full control of all monies collected.
- ~~Have a set of by-laws describing the operation of the organization. Register with the Colorado Secretary of State.~~
- Apply for 501(c)(3) status and file an annual Internal Revenue Service Form 990 tax return. ~~Copies of each of these shall be filed with the district's financial services department.~~
- ~~Have~~ Maintain its own bank account with at least two (2) signatures required on each check.
- ~~Maintain a set of by-laws describing the operation of the organization.~~
- ~~Apply for and~~ Use its own tax identification number.
- ~~Apply for and~~ Use its own local and state sales tax license.
- Purchase general liability insurance that meets or exceeds the following specifications: The policy limit of liability shall not be less than \$1,000,000 per occurrence for claims arising out of bodily injury, death and property damage. The policy form must include premises liability, products and completed operations liability, personal and advertising injury liability, contractual liability, at least \$100,000 damage to rented premises coverage, and at least ~~\$1,000~~ \$5,000 medical payments coverage. The policy must be endorsed to include the district as an additional insured, with 30 days' notice of cancellation provided to the district. Only occurrence policy forms are acceptable; claims-made policy forms are not acceptable. The district will accept policies written only by insurers legally authorized in the state of Colorado and rated by A.M. Best Company not lower than "A-VII". The parent organization must file a current certificate of liability insurance, evidencing the issuance of insurance meeting these specifications, annually with the district's ~~internal auditor~~ Facility Use Manager when requesting use of a district facility.
- Use their nonprofit organization name when entering into any contracts and/or permits. A designated officer of the nonprofit organization must sign all contracts and/or applications for permits. (No contracts or permits should be in the district or school name.)
- ~~Prepare and submit an annual financial report, including at a minimum a balance sheet and income statement, to the district's financial service department by July 31<sup>st</sup> each year. The District is requesting a copy of the same financial report used as a measure of financial accountability with its members, as specified in the organization's by-laws.~~
- Ensure district employees do not serve on the PO's board of directors or have control over or access to PO funds. While district employees may serve as

- liaisons to the PO, they should not have direct access or control over PO funds.
- ~~Either~~ Arrange for an external assessment by an experienced accounting professional at least once every three (3) years of the PO's financial records to ensure compliance with Board policies and state and federal laws. ~~of the organization's financial records on an annual basis or complete an annual self-assessment checklist of their procedures and compliance with Board policies and state and federal laws. The district's internal auditor shall provide the self-assessment checklist. In either case the results shall be filed, along with the annual financial report, with the district's financial services department by September 30 each year. If the self-assessment checklist is used annually, the organization shall arrange for a formal external assessment by an experienced accounting professional at least once every three (3) years.~~
  - ~~Cooperate with the district's internal auditor during the assessment process.~~
  - Register the organization with the district's Facility Use Department and provide requisite insurance information if the PO intends to host any event, including but not limited to PO meetings, on school or district property.
  - Submit a Parent Organization Attestation Form (KBE-E) annually to the district certifying that the PO is in compliance with this regulation and Board Policy KBE, signed by the PO's officers (president, vice president, secretary, treasurer.)
  - Ensure that all donations be made in compliance with Board policy KCD, Public Gifts to Schools.
  - Participate in an annual training session put on by the district's financial services department to provide training for new officers and ensure that ~~the each~~ organization is knowledgeable of any pertinent changes in Board policy and state or federal law.
  - Make all of its records and documents available for inspection by the district upon request, and cooperate with the district's internal auditor during the assessment process.

POs must not use the school or district's name or represent themselves or their events as District-sponsored without express written consent of the school principal or the superintendent or designee.

Required information can be sent to: [pto-liaison@svvvsd.org](mailto:pto-liaison@svvvsd.org).

### **Disclaimer:**

District insurance does not cover POs organized as non-profit corporations. Furthermore, the district is not liable or responsible for loss of their property or money, or the decisions made by the non-profit corporation, its board, or its officers. The non-profit corporation is encouraged to investigate and purchase appropriate officer's liability insurance, property insurance, and crime insurance (fidelity bond), in addition to the general liability insurance required by the district.

Following the above steps should result in strong organizational management with adequate levels of accountability to the stakeholders. In rare situations, an organization may be unable to meet all of the outlined commitments and may appeal to the district's finance and audit committee for a waiver from a particular requirement.

Adopted: June 9, 2004

Revised: December 14, 2005

Revised: April 12, 2006

Revised: February 28, 2007

Revised: August 22, 2007  
Revised: March 26, 2008  
Revised: October 28, 2015  
Revised: June 24, 2020

| Revised:

## **Parent Organization Attestation Form**

This attestation form is submitted by the Parent Organization (PO) to maintain district-recognition by the St. Vrain Valley School District pursuant to Board Policy KBE and KBE-R. The completed form can be submitted to: [pto-liaison@svvsd.org](mailto:pto-liaison@svvsd.org).

**Name of Parent Organization:** \_\_\_\_\_

**School Year:** \_\_\_\_\_ **Tax Identification Number:** \_\_\_\_\_

**School/Program that receives the support of this PO:** \_\_\_\_\_

### **Officers:**

Name, title, and contact information for the officers serving on the board of this PO:

#### **President**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Vice President**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Secretary**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Treasurer**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The officers of the parent organization named above attest that this PO adheres to local, state, and federal regulations, as well as relevant district policies and rules, including, but not limited to, policies KBE and KBE-R. The officers further attest that this PO:

- Operates as an independent and legally separate nonprofit organization, duly authorized and recognized by the state of Colorado.
- Files an annual Internal Revenue Service Form 990 tax return. Copies of such will be submitted to: [pto-liaison@svvsd.org](mailto:pto-liaison@svvsd.org).
- Has its own bank account with at least two (2) signatures required on each check.
- Maintains a set of by-laws describing the operation of the organization and published on your website.
- Has its own tax identification number (TIN).
- Applied for and maintains a bingo license with the state of Colorado (if applicable).
- Applied for and uses its own local and state sales tax license (if applicable).
- Purchased general liability insurance that meets or exceeds the following specifications: The policy limit of liability shall not be less than \$1,000,000 per

occurrence for claims arising out of bodily injury, death and property damage. The policy form must include premises liability, products and completed operations liability, personal and advertising injury liability, contractual liability, at least \$100,000 damage to rented premises coverage, and at least \$5,000 medical payments coverage. The policy must be endorsed to include the district as an additional insured, with 30 days' notice of cancellation provided to the district. Only occurrence policy forms are acceptable; claims-made policy forms are not acceptable. The district will accept policies written only by insurers legally authorized in the state of Colorado and rated by A.M. Best Company not lower than "A-VII". The parent organization must file a current certificate of liability insurance, evidencing the issuance of insurance meeting these specifications, annually with the District's Facility Use Manager when requesting use of a District facility and when liability insurance lapses.

- Uses its nonprofit corporation name when entering into any contracts and/or permits.
- Prepares an annual financial report for the community, including at a minimum a balance sheet and income statement. This report will be published on its website, if applicable.
- Arranges for an external assessment of the organization's financial records by an experienced accounting professional at least once every three (3) years.
- Does not have a district employee in a board or officer position that could be considered a conflict of interest and does not allow employees to have access to or control over its funds.
- Ensures that all websites, communications, emails, and other materials are clearly identified as originating from the organization, and not from the school or district.
- May not guarantee actions or permissions that require school approval (e.g., hanging banners in the gym).

The PO named above, in consideration for recognition as a district-recognized parent organization under Board Policy KBE, agrees to indemnify, defend and hold harmless the District from any and all third-party claims, demands, and judgments (including attorneys' fees and costs) arising from the PO's activities using district property, including but not limited to intellectual property, and which are the result of the acts or omissions of the organization, its officers, board members

[SIGNATURES ON FOLLOWING PAGE]

The foregoing attestation is made on the latest date of the signatures below.

President: \_\_\_\_\_

Date: \_\_\_\_\_

Vice President: \_\_\_\_\_

Date: \_\_\_\_\_

Secretary: \_\_\_\_\_

Date: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Update on Conflict of Interest Exception - Schaefer Athletic, Inc., Tyler Schaefer  
Strategic Priority - Outstanding Communication and Collaboration with Community and Corporate Partners

PURPOSE

To provide an update on the Board of Education approved conflict of interest exception for Schaefer Athletic, Inc., Tyler Schaefer.

BACKGROUND

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

Schaefer Athletic, Inc., Tyler Schaefer has been an approved vendor in Infinite Visions since 2013, supplying middle school and high school athletic teams with uniforms and equipment.

Tyler Schaefer's sister, Stephanie Hill, is a kindergarten teacher at Burlington Elementary School. Due to his sister's standing as a district employee, on June 25, 2025, Mr. Schaefer was approved for an exception from Board Policy GBEA to continue providing uniforms, equipment, and apparel to the district, with the exception of Burlington Elementary School.

The administration recommended approval of this exception, with services for the 2024-2025 school year not to exceed \$25,000. If the services were to exceed \$25,000, the exception would be brought back to the Board of Education. Schaefer Athletic, Inc., received \$79,520.95 for the 2024-2025 school year.

If the services should exceed \$100,000 for the 2025-2026 school year, the exception will be brought back to the Board of Education for additional approval.

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Contract Award for Erie Middle School Boiler Replacement  
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve the execution of a formal agreement with McKinstry Essention for a maximum amount of \$352,637, and an initial contract award of \$297,946, for the boiler replacement at Erie Middle 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 design, reconfiguration, and replacement of (2) boilers that are past their service life, creating a more efficient boiler loop to serve the building.

The review committee reviewed responses to RFQ 2025-016 – Construction Services, and McKinstry Essention was selected as the most qualified based on their capabilities and experience with this type of project.

The budget for this project has been established at \$435,750. Funding for the project is available from the 2024 Bond Program.

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Fee Adjustment to Architect Services Agreement for the Thunder Valley K-8 Bond Project  
Strategic Priority – Portfolio of 21<sup>st</sup>-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Fee Adjustment #2 for \$376,820 to the Architect Services Agreement with Ford Architects for the Thunder Valley K-8 Bond Project, for a \$464,275 total contract value. Further, the Board authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

This fee adjustment includes engagement of design team to complete Design Development Documents through Construction Documents and provide construction phase services including permitting and contract administration.

The design budget for the project has been established at \$580,000 as part of the 2024 Bond Program.

Original Agreement Amount (a)	\$ 87,455
Previous change orders (b)	\$ 0
Current change order (c)	\$ 376,820
Total changes (previous + current) (d)	\$ 376,820
New contract amount (e)	\$ 464,275

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to Construction Manager/General Contractor (CM/GC) Contract for the New High School #9 Project  
Strategic Priority - Strategic Priority Portfolio of 21<sup>st</sup>-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve Change Order #2 for \$80,750,554 to the Construction Manager/General Contractor (CM/GC) Agreement with FCI Constructors, Inc., for a total contract value of \$180,030,449. 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 the remainder of pricing for the construction of the new high school, including all associated site construction scopes of work.

The budget for the project has been established at \$200,000,000 as part of the 2024 Bond Program.

Original Agreement Amount (a)	\$ 3,754,827
Previous change orders (b)	\$ 95,525,068
Current change order (c)	\$ 80,750,554
Total changes (previous + current) (d)	\$ 176,275,622
New contract amount (e)	\$ 180,030,449

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Black Hills Energy Fee for New High School #9 and the CTE East Building  
Strategic Priority - Strategic Priority Portfolio of 21<sup>st</sup>-Century Instructional Focus Schools and Robust Co-Curricular Opportunities

RECOMMENDATION

That the Board of Education approve payment of the gas services fee to Black Hills Energy in the amount of \$157,691 for the New High School #9 and CTE East Projects. 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 and the CTE East projects require permanent natural gas service from Black Hills Energy.

The budget for obtaining gas service has been established at \$200,000. Funding for the project is available from the 2024 Bond Program.

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approve Purchase of Vans for the Maintenance Department  
Strategic Priority – Districtwide Safety and Security/Strong District  
Finances

RECOMMENDATION

That the Board of Education approve the purchase of three vans with upfitting to be used by the Maintenance department for a total cost of \$165,313.

BACKGROUND INFORMATION

Vehicle pricing and availability is being provided by Daniels-Long Chevrolet with Government Bid Assistance under a cooperative agreement through the State of Colorado, Bid Award #193755.

The funds for these purchases are available in the Capital Reserve Fund.

Quantity	Equipment	Unit Cost
1	2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 with HVAC Upfit Package	\$55,699.00
2	2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 with Electrician Upfit Package	\$54,807.00

Grand Total: \$165,313

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of an Access and Utility Easement Agreement Between the Town of Firestone and St. Vrain Valley School District  
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the Access and Utility Easement Agreement at the SVVSD Transportation East Terminal. Further, that the Board authorize Brian Lamer, the Assistant Superintendent of Operations, to sign the Access and Utility Easement in accordance with Board of Education Policy.

BACKGROUND

The Town of Firestone is requiring Barefoot LLC., to improve the intersection of Ronald Reagan Blvd and Colorado Blvd, (WCR 28 & WCR 13). Barefoot LLC., notified St. Vrain Valley School District (SVVSD) of the planned improvements and coordinated with SVVSD to relocate the SVVSD East Transportation Terminal entrance from Colorado Blvd to the new road extension of Ronald Reagan Blvd. The attached Access and Utility Easement Agreement, between SVVSD and the Town of Firestone, is necessary for construction, operation, maintenance, repair, and replacement of utilities, fixtures and devices associated with the realignment of the Ronald Reagan Blvd and Colorado Blvd intersection.

## ACCESS AND UTILITY EASEMENT AND AGREEMENT

**THIS ACCESS AND UTILITY EASEMENT AND AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between St. VrainValley School District RE-1J, whose address is 395 South Pratt Parkway, Longmont, Colorado 80501-6499 (“Grantor”) and THE TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue, Firestone, Colorado, 80504 (the “Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, as legally described in **Exhibit A** (the “Property”).
  
2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.
  
3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: (a) to construct, install, operate, access, maintain, repair, replace, inspect and remove at any time and from time to time one or more water lines, traffic signals, storm drainage facilities, pipelines, conduits, vaults, accessories, road improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the “Improvements”) over, under, through and within the Permanent Easement Area; (b) to replace and remove at any time and from time to time the Improvements constructed hereunder either in the original location or at any alternate locations within the Permanent Easement Area, generally consistent with the intended purposes of the Permanent Easement and (c) to mark the location of the Permanent Easement Area and the Improvements by suitable markers set and maintained in the ground.
  
4. Access. Additionally, Grantor grants and conveys to Grantee a permanent easement (the “Access Easement”) for the purpose of ingress to and egress to and from the Permanent Easement Area upon, over, in and across the Property, as described more fully on **Exhibit B**, attached hereto and made a part of this Agreement (the “Access Easement Area”).
  
5. Grantor’s Rights in Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee’s full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any

reservoir or impoundment, raise or lower the ground elevation, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein. Grantor reserves all other rights, including the right to use the Permanent Easement Area for vehicular and pedestrian access, including low maintenance landscaping and soft surface and/or concrete trails, as well as the right to cross the Permanent Easement Area with other utilities or other easements; provided, however, that any such utility crossings, access or other easements do not interfere with, adversely impact or otherwise disturb the Improvements or impair the rights granted to Grantee under this Permanent Easement, and provided that any new underground utilities, facilities or other improvements are not installed or located within twenty-four inches above (vertically) and ten feet on either side of (horizontally) the centerline of the underground water pipeline (the "No-Install Zone"), or that construction or installation of any new underground utilities, facilities or other improvements do not require relocation of or future modifications to any existing Improvements. Grantee shall in no event be liable for any damages to any landscaping, trails, new underground or aboveground utilities, facilities or other improvements installed or located within the No-Install Zone or the Permanent Easement Area resulting from the Improvements or caused by the exercise of Grantee's rights hereunder.

6. Maintenance of the Permanent Easement Area.

(a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.

(b) Upon completion of construction work in the Permanent Easement Area, Grantor will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Representations and Warranties of Grantor.

(A) Grantor represents to the Town, to Grantor's knowledge as of the date of the execution of this Permanent Easement, with respect to the Property that: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the Town harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees)

arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Permanent Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.

(B) Grantor hereby warrants and represents to the Town that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

8. Binding Effect - Runs With Land. This Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Easement are intended to be covenants upon the Easement Property and are to run with the land.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

10. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area, the Access Easement Area, and the Improvements.

11. Governing Law. This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Weld County.

12. Severability. If any part, term or provision of this Easement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

13. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

*[Signatures and acknowledgments on following page]*



**ACCEPTED BY GRANTEE:**

**TOWN OF FIRESTONE**

By: \_\_\_\_\_  
Don Conyac Jr., Mayor

**ATTEST:**

By: \_\_\_\_\_  
Miriam Granados Luna, CMC Town Clerk

**APPROVED AS TO FORM:**

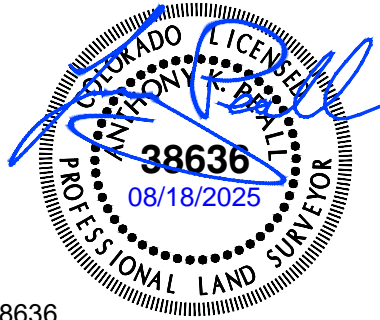
By: \_\_\_\_\_  
Marshall Keith Martin, Town Attorney

**EXHIBIT A**  
**[Property Description]**

**EXHIBIT A  
LEGAL DESCRIPTION**

LOT B, RECORDED EXEMPTION NO. 1209-30-3 RE-4399, IN THE COUNTY OF WELD, STATE OF COLORADO, PER PLAT RECORDED AUGUST 17, 2006, AT RECEPTION NO. 3412692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

CONTAINING AN AREA OF 653,224 SQUARE FEET OR 14.996 ACRES, MORE OR LESS.



ANTHONY K. PEALL, PLS 38636  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

**EXHIBIT B**  
**[Description of Easement to be conveyed to the Town of Firestone]**

**EXHIBIT B**  
**LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF LOT B, RECORDED EXEMPTION NO. 1209-30-3 RE-4399, IN THE COUNTY OF WELD, STATE OF COLORADO, PER PLAT RECORDED AUGUST 17, 2006 AT RECEPTION NO. 3412692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°18'43" EAST, A DISTANCE OF 30.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 13 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 89°18'43" EAST, A DISTANCE OF 417.85 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°42'49" EAST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 89°18'43" WEST, A DISTANCE OF 386.43 FEET;

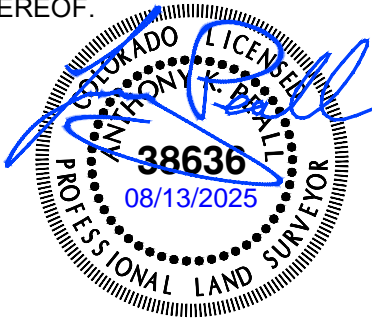
THENCE NORTH 00°25'49" WEST, A DISTANCE OF 34.53 FEET;

THENCE SOUTH 89°34'11" WEST, A DISTANCE OF 31.67 FEET TO SAID EASTERLY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 00°25'49" EAST, A DISTANCE OF 46.91 FEET TO THE **POINT OF BEGINNING**.

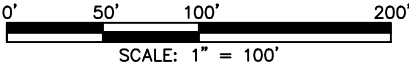
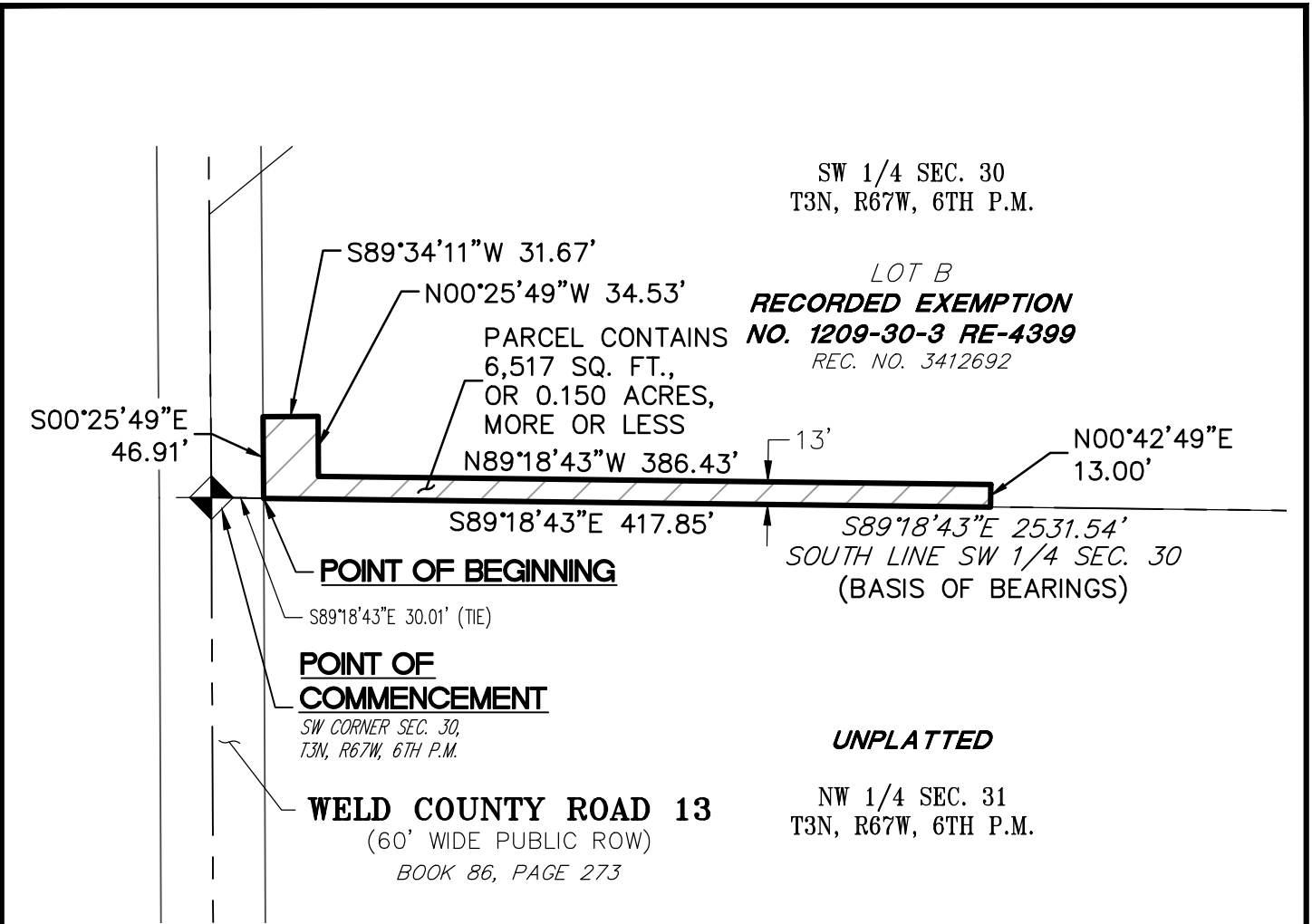
CONTAINING AN AREA OF 6,517 SQUARE FEET OR 0.150 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT B



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave. Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

**ACCESS EASEMENT**  
SOUTHWEST 1/4 SECTION 30, T3N, R67W, 6TH P.M.  
WELD COUNTY, COLORADO

PATH: Q:\54823-08 - BAREFOOT LAKES BUS DEPOT\DWG\EXHIBITS\ACCESS ESMT - SVVSD.DWG  
JOB NUMBER: 54823-08      DATE: 08/07/2025      DWG: RDS      CHK: AKP      2 OF 2 PAGES

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of a Temporary Construction Easement Agreement Between Barefoot LLC and the St. Vrain Valley School District  
Strategic Priority – Districtwide Safety and Security

RECOMMENDATION

That the Board of Education approve the Temporary Construction Easement Agreement between the St. Vrain Valley School District and Barefoot LLC., for the East Transportation Terminal. Further, that the Board authorize Brian Lamer, the Assistant Superintendent of Operations, to sign the document in accordance with Board of Education Policy.

BACKGROUND

The Town of Firestone is requiring Barefoot LLC., to improve the intersection of Ronald Reagan Blvd and Colorado Blvd, (WCR 28 & WCR 13). Barefoot LLC., notified St. Vrain Valley School District (SVVSD) of the planned improvements and coordinated with SVVSD to relocate the SVVSD East Transportation Terminal entrance from Colorado Blvd to the new road extension of Ronald Regan Blvd. The attached Temporary Construction Easement Agreement between SVVSD and Barefoot LLC., is necessary for construction crews to access SVVSD property as they install the necessary improvements to the road, and make required modifications to the utilities along the property's periphery. The Easement Agreement is temporary in nature and will end when the project is completed and has been accepted by the Town of Firestone and SVVSD.

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and among the following (individually, a “**Party**” and, collectively, the “**Parties**”): St. VrainValley School District RE-1J (together with its successors and assigns, “**Grantor**”) and Barefoot LLC, a Colorado limited liability company (together with its successors and assigns, “**Grantee**”).

### RECITALS

This Agreement is made with respect to the following facts:

A. Grantor owns certain real property in Weld County (“**County**”) located at 13184 County Road 13, Longmont, Colorado, northeast of the intersection of County Road 13 and Ronald Reagan Blvd (the “**Grantor Property**”).

B. Grantee owns certain real property adjacent to the Grantor Property in the Town of Firestone (“**Town**”) and County and west of the intersection of County Road 28 and County Road 13 (the “**Grantee Property**”).

C. In connection with Grantee’s development of the Grantee Property, the Town requires Grantee to construct certain roadway improvements (collectively, the “**Improvements**”), as approved by the Town pursuant to those certain Barefoot Lakes – Traffic Signal Plans, Construction Documents, over a portion of the Grantor Property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

D. In connection with and to facilitate Grantee’s construction of the Improvements, Grantee has requested and Grantor has agreed to grant to Grantee a non-exclusive, temporary easement over, under, across, and through the Easement Area in accordance with the terms and conditions contained in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee and its licensees, agents, employees, contractors, subcontractors, consultants, and invitees (collectively, “**Grantee’s Permittees**”):

(a) a temporary, non-exclusive easement through, upon, over, and across the Easement Area for the purposes of construction, installation, repair, and replacement of the Improvements, associated grading work, to be incorporated into the Improvements (the “**Temporary Easement**”); and

2. Term. The term of this Agreement (“**Term**”) will commence on the Effective Date and will automatically terminate, without the requirement of further action, demand or notice, upon the Town’s final acceptance of the Improvements and Grantor’s conveyance of a perpetual easement to the Town, either via a final plat or separate document, for the Town’s perpetual ownership, maintenance, and replacement

of the Improvements and access thereto. Notwithstanding the foregoing, the Temporary Easement will terminate upon Grantee's completion of the Improvements, as evidenced by the Town's initial acceptance of the same.

3. Reserved Uses. Grantor reserves for itself the right to use the Easement Area and to grant easements and other interest in, and permit others to use, the Easement Area, so long as such grants and uses are not inconsistent with this Agreement, and so long as such grants and uses do not impair, endanger or interfere or conflict with Grantee's full enjoyment of the rights hereby granted with respect to the Easement.

4. Construction of Improvements. Grantee's construction of the Improvements will be completed, at Grantee's sole cost and expense, in a good and workmanlike manner. Grantee will take reasonably necessary and appropriate safety measures with respect to its exercise of the Easement and its use of the Easement Area, and will exercise the Easement, including without limitation the installation and construction of the Improvements, and use the Easement Area in accordance with all applicable laws, rules and regulations of all governmental and/or quasi-governmental entities having jurisdiction over the Easement Area.

(a) Prior to starting work, Barefoot shall provide advance notice to the Grantor a minimum of two business days in advance. During construction, the Grantee shall closely coordinate with the Grantor to coordinate construction activities in the area of the existing parking lot and bus access to minimize disruption of access during normal business hours.

(b) Grantee shall maintain a clear and unobstructed path for ingress and egress of the Grantor's vehicles at all times. Any activity within the Temporary Construction Easement that may impede or restrict bus or vehicle access must be coordinated in advance between the Grantee's site superintendent (or other on-site representative) and the Grantor's designated on-site representative.

5. Restoration Work. Promptly upon completion of any construction or other activities, Grantee will restore the Easement Area to the condition as existed prior to Grantee's entry thereon, except as necessarily modified for the Improvements, and will repair any damage resulting from entry on the Easement Area in connection with this Agreement. Grantee will reimburse Grantor on demand for all expenses Grantor incurs in repairing any damage resulting directly from activities pursuant to this Agreement if Grantee does not promptly repair such damage.

6. Mechanics' Liens. Grantee will not cause or allow any mechanics' or materialmen's liens to be filed against the Easement Area as a result of any work performed or material furnished on behalf of Grantee or any of Grantee's Permittees (a "**Lien**"). If a Lien is filed, Grantee will, at its sole cost and expense, cause the Lien to be discharged or bonded off of record not later than 45 days after Grantee's receipt of notice of the filing of such Lien. If such Lien is not discharged or bonded off of record within such 45 days, Grantor may, but will have no obligation to, defend, prosecute or pursue any action that Grantor deems reasonably necessary to discharge the Lien, and Grantee will promptly reimburse Grantor's out-of-pocket expenses incurred in connection therewith upon demand therefor by Grantor, subject to Grantor's delivery to Grantee of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses.

7. Insurance. During the Term, Grantee will, at its sole expense, procure and maintain commercial general liability insurance against claims for bodily injury, death or property damage, occurring in, on or about the Easement Area, or resulting from the use or maintenance thereof, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. During the Term, Grantee will also,

at its sole expense, procure and maintain employer's liability insurance for workmen's compensation in an amount not less than the statutory limits of coverage. Such insurance will be issued by an insurer reasonably acceptable to Grantee and name Grantor as an additional insured thereunder.

8. Indemnification. To the extent permitted by applicable law, Grantee (the "**Indemnifying Party**") will indemnify and hold Grantor, its officers, directors, members, agents, managing agent, and employees (collectively, the "**Indemnified Parties**") harmless from any and all losses, damages and expenses, including attorneys' fees and including without limitation any personal injury, death or property damage involving any claims and causes of action of any kind arising out of or in connection with Indemnifying Party's or any of Grantee's Permittees' use of the Easement Area and exercise of its rights in the Easement (but specifically excluding any such injury, death, property damage, or other claim or cause of action arising out of the gross negligence or willful misconduct of any Indemnified Parties or Grantee's Permittees). In case any action is brought against the Indemnified Parties that is covered by the foregoing indemnity, the Indemnifying Party will assume full responsibility for its defense, and pay all charges of attorneys, and all court and other expenses and, in the event judgment is rendered against the Indemnified Parties in any such action, to satisfy the same.

9. Default; Remedies. If a defaulting Party does not cure a default in the performance of its obligations under this Agreement within 15 days after written notice of such default from the non-defaulting Party (or in the case of a default that would reasonably take more than 15 days to cure, if the defaulting Party fails to undertake substantial action to cure such default within such 15-day period or thereafter fails to diligently pursue completion of such cure), the non-defaulting Party will have all remedies available to it at law or in equity.

10. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of actual delivery after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to Grantor: St. Vrain Valley School District RE-1J  
Attention: Superintendent  
395 South Pratt Parkway  
Longmont, Colorado 80501-6499

If to Grantee: Barefoot LLC  
6465 Greenwood Plaza Blvd #700  
Centennial, CO 80111  
Attention: Project Manager | Land & Housing Development

11. Authority. Each of the parties hereto ("**Representing Party**") represent and warrant to the other that such Representing Party has full right and authority to enter into this Agreement and to perform the obligations hereunder, and that each of the persons signing this Agreement on behalf of such Representing Party is authorized to do so.

12. No Third-Party Beneficiaries. This Agreement is not intended and will not be construed as a dedication of the Easement Area or any portion thereof to any third parties. Enforcement of the terms and conditions of this Agreement will be strictly reserved to Grantor, Grantee and their respective successors and permitted assigns, and nothing contained in this Agreement will give or allow any claim or right of action under this Agreement by any other or third person.

13. Governing Law. This Agreement and all of the terms and provisions hereof will be governed by and construed in accordance with the laws of the State of Colorado.

14. Attorneys' Fees. The substantially prevailing Party in any legal proceeding to enforce or interpret this Agreement will be awarded its reasonable attorneys' fees and expenses from the non-prevailing Party. The provisions of this Paragraph 14 will survive termination of this Agreement.

15. Binding Effect; Recordation. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Grantee may, at its expense, record this Agreement in the real property records of the County Clerk and Recorder's office and, upon such recordation, this Agreement will run with title to the Easement Area during the Term.

16. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties relating to the Easement and sets forth the rights, duties and obligations of each to the other. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

17. Headings. The headings of the Paragraphs of this Agreement are for purposes of convenience and reference and are not to be construed as modifying or used in interpreting the Paragraphs in which they appear.

18. Electronic Signatures; Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. The facsimile, pdf, or DocuSign signature of any Party on this Agreement (and on any instrument required or permitted to be delivered to a Party pursuant to this Agreement) will be deemed an original for all purposes.

*[ Signature and Exhibit pages follow ]*



**GRANTEE:**

Barefoot LLC,  
a Colorado limited liability company

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of Barefoot LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of Barefoot LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description and Depiction of Easement Area

**EXHIBIT A  
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF LOT B, RECORDED EXEMPTION NO. 1209-30-3 RE-4399, IN THE COUNTY OF WELD, STATE OF COLORADO, PER PLAT RECORDED AUGUST 17, 2006 AT RECEPTION NO. 3412692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°18'43" EAST, A DISTANCE OF 447.86 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°42'49" EAST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 89°18'43" WEST, A DISTANCE OF 386.43 FEET;

THENCE NORTH 00°25'49" WEST, A DISTANCE OF 34.53 FEET;

THENCE SOUTH 89°34'11" WEST, A DISTANCE OF 31.67 FEET TO THE EASTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 13;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°25'49" WEST, A DISTANCE OF 67.21 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°34'11" EAST, A DISTANCE OF 39.43 FEET;

THENCE SOUTH 00°09'23" WEST, A DISTANCE OF 34.33 FEET;

THENCE SOUTH 23°50'43" EAST, A DISTANCE OF 22.49 FEET;

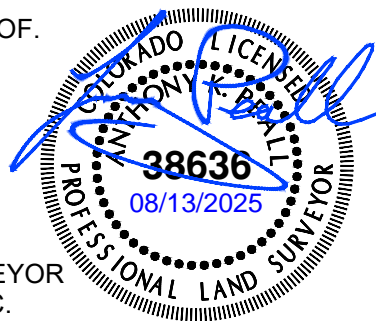
THENCE SOUTH 89°19'17" EAST, A DISTANCE OF 412.03 FEET;

THENCE SOUTH 00°42'49" WEST, A DISTANCE OF 60.15 FEET TO SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°18'43" WEST, A DISTANCE OF 41.00 FEET TO THE **POINT OF BEGINNING**.

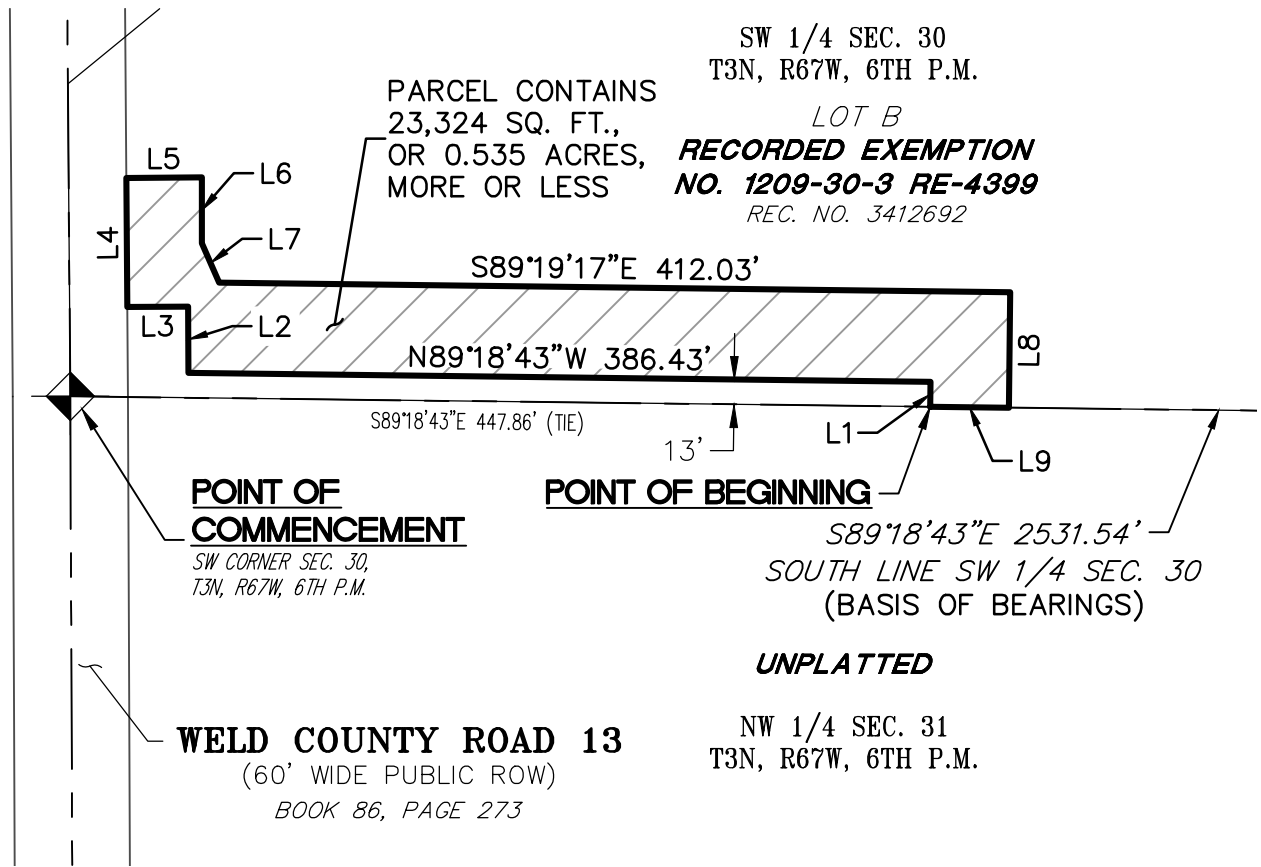
CONTAINING AN AREA OF 23,324 SQUARE FEET OR 0.535 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



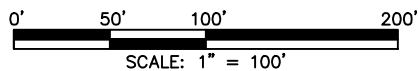
ANTHONY K. PEALL, PLS 38636  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°42'49"E	13.00'
L2	N00°25'49"W	34.53'
L3	S89°34'11"W	31.67'
L4	N00°25'49"W	67.21'
L5	N89°34'11"E	39.43'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S00°09'23"W	34.33'
L7	S23°50'43"E	22.49'
L8	S00°42'49"W	60.15'
L9	N89°18'43"W	41.00'



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to Blue Mountain Elementary School Asphalt Repair Project  
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order #2 for an increased amount of \$47,075 to the contract with National Pavement Partners for the Blue Mountain Elementary School Asphalt Repair Project, for a total contract value of \$297,606. 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 repairing and replacing artificial turf at the play area of Blue Mountain Elementary School.

The budget for the project has been established at \$300,000 as part of the 2024 Bond Program.

Original Agreement Amount (a)	\$ 230,613
Previous change orders (b)	\$ 19,918
Current change order (c)	\$ 47,075
Total changes (previous + current) (d)	\$ 66,992
New contract amount (e)	\$ 297,605

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of Change Order to Sunset Middle School Asphalt Repair Project  
Strategic Priority – Student and Staff Well-Being

RECOMMENDATION

That the Board of Education approve Change Order #1 for an increased amount of \$96,063 to the contract with National Pavement Partners for the Sunset Middle School Asphalt Repair Project, for a total contract value of \$931,989. 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 concrete, curb and gutter and asphalt material for the rear play pad.

The budget for the project has been established at \$1,000,000 as part of the 2024 Bond Program and Cash in Lieu.

Original Agreement Amount (a)	\$ 835,926
Previous change orders (b)	\$ 0
Current change order (c)	\$ 96,063
Total changes (previous + current) (d)	\$ 96,063
New contract amount (e)	\$ 931,989

## MEMORANDUM

DATE: August 27, 2025

TO: Board of Education

FROM: Dr. Jackie Kapushion, Superintendent of Schools

SUBJECT: Approval of First Reading and Adoption to Board Policy KDB -  
Public's Right to Know/Freedom of Information  
Strategic Priority - Outstanding Communication and Collaboration  
with Community and Corporate Partners

RECOMMENDATION

For the Board of Education to adopt updates to Board Policy KDB (Public's Right to Know/Freedom of Information).

BACKGROUND

Under the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S., a public entity may impose a fee in response to a request for the research and retrieval of public records. The statute sets the maximum hourly fee that a public entity can charge for such research and retrieval; however, it also requires the Director of Research of the Legislative Council Staff to adjust the Colorado Open Records Act maximum hourly fee every five years. The current maximum hourly fee has been increased to \$41.37, and is set forth in Board regulation. As that rate is subject to regular adjustment, it is recommended that the Board remove the specific rate from the Board policy and reference the amount in the regulation, so that changes can be addressed more efficiently under Board Policy BG.

## Public's Right to Know/Freedom of Information

The Board is a public servant, and its meetings and records shall be matters of public information, subject to such restrictions as are set by federal law or regulation, by state statute or by pertinent court rulings.

The official minutes of the Board, its written policies and its financial records shall be open for inspection on the district's website ([www.svvsd.org](http://www.svvsd.org)) and available for in-person review, with prior notice, by any citizen desiring to examine them during the regular business hours at the district's public information office. However, no records shall be released for inspection by the public or any unauthorized persons—either by the superintendent or any other person designated as custodian for school district records—if such disclosure would be contrary to the public interest as described in state law or otherwise prohibited by law. The district's financial information shall be posted online in accordance with the Public School Financial Transparency Act.

In responding to a request for the district's public records, the district may charge a fee for staff time spent in excess of one hour for the following: researching and retrieving the requested records; conducting searches for requested records; reviewing records to determine whether they are responsive to the request; and identifying and separating those records that are not public and/or are privileged or confidential. ~~The hourly rate shall be set forth in regulation KDB-R, and Such fee shall be \$33.58 per hour, which~~ may be increased from time to time as permitted by applicable state law. If a records request requires more than mere retrieval of records, such as manipulation of data requiring technical expertise to synthesize or legal expertise from attorneys, the district may also charge other reasonable fees in responding to a request for the district's public records in accordance with the accompanying regulation.

The Board supports the right of the people to know about the programs and services of their schools and shall make reasonable efforts to disseminate information. Each principal is authorized to use all means available to keep parents/guardians and others of that particular school's community informed about the school's program and activities.

Adopted: June 8, 1994

Revised: August 14, 1996

Revised: November 11, 1998

Revised: September 24, 2003

Revised: October 28, 2015

Revised: March 10, 2021

Revised:

LEGAL REFS.: C.R.S. § 22-9-109 (exemption from public inspection)  
C.R.S. § 22-32-109(1)(c) (documents available for public inspection)  
C.R.S. § 22-44-301 *et seq.* (Public School Financial Transparency Act)  
C.R.S. § 24-72-201 *et seq.* (access to public records)  
C.R.S. § 24-72-205(6)(a) (must adopt policy regarding the fee for research and retrieval of public records, if the district imposes such a fee; policy must be posted on website or otherwise published)  
C.R.S. § 24-72-205(6)(b) (maximum hourly fee for research and retrieval of public documents adjusted on July 1, ~~2024~~ 2019, and every five-year period thereafter)  
C.R.S. § 24-72-205(3) (reasonable fee for manipulating data to

generate a record)

CROSS REFS.: BEDA, Notification of School Board Meetings  
BEDG, Minutes  
DAB\*, Financial Administration  
EGAEA, Electronic Communication  
GBJ, Personnel Records and Files  
JRA/JRC, Student Records/Release of Information on Students

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