



SCHOOL DISTRICT 27J

18551 East 160th Avenue
Brighton, CO 80601-3295
(303) 655-2900 FAX (303) 655-2870
Chris Fiedler, Ed. D. Superintendent

BOARD OF EDUCATION
Patrick Day, President
Roberta Thimmig, Vice President
Rick Doucet, Director
Blaine Nickeson, Director
Gregory Piotraschke, Director
Jennifer Venerable, Director
Lloyd Worth, Director

**BOARD OF EDUCATION
SCHOOL DISTRICT 27J**

**September 26, 2017
7:00 p.m. Regular Meeting
Lois Lesser Board Room
Educational Service Center
18551 E. 160th Avenue
Brighton, CO 80601**

BOARD OF EDUCATION MISSION STATEMENT

The Board of Education is committed to the School District’s overall success and improvement. The central focus of all meetings and discussions will be on establishing, monitoring, and supporting the District’s goals. We will actively engage all segments of our community in this ongoing focus and provide an instructional program to assure that our students meet or exceed the highest and most rigorous standards.

AGENDA

- 1. CALL TO ORDER** President Day

All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the chairperson.
- 2. PLEDGE OF ALLEGIANCE** President Day

ROLL CALL FOR ATTENDANCE (Policy Reference: 2.C) President Day
- 3. APPROVAL OF AGENDA** President Day

Recommended motion: “Move to approve the agenda dated September 26, 2017 as presented.”

ROLL CALL FOR VOTE (Policy Reference: 2.C) President Day
- 4. RECOGNITIONS BY THE BOARD OF EDUCATION** President Day

a. The Board of Education would like to recognize Blaine Nickeson for his service and dedication to the Board of Education and the School District 27J community. Director Nickeson will be awarded a one-year pin.

5. SUPERINTENDENT'S REPORT

Dr. Fiedler

Dr. Fiedler will report on activities throughout the District.

6. MATTERS OF PUBLIC COMMENT

President Day

The Board will now hear public comment on the following topics that have been indicated on the sign-in sheet. A reminder that this Board meeting is a business meeting held in public not a public meeting. The Board hears public comment to learn about the preferences and concerns of our community. So, tonight we will listen. We are prohibited by state law to take any action on the items because law requires formal public notice prior to any action on an agenda item. During our next meeting, if appropriate, we will consider your comments in our discussion, and we will ask that the Superintendent attempt to find an answer for any of your questions by that time.

The Board welcomes the comments of our community members, but to ensure that everyone will have an opportunity to participate, we have a few ground rules we ask you to follow:

- Anyone intending to address the Board should sign the speaker sign in sheet at the back of the room. I will call speakers in the order in which they signed in.
- Speakers' comments are limited to three minutes.
- If more than one person wishes to speak on the same topic, the new speaker is limited to providing only new information. Please, do not repeat views already expressed by other speakers.
- We ask you to refrain from making complaints or negative comments against individual students or District employees; however, we cannot prevent you from doing so. Such complaints and comments should be addressed first at the classroom or school level, and then if still unresolved, to the Superintendent.
- Disturbing good order by inappropriate language or gestures is grounds for removal from the meeting.

We thank you in advance for your participation tonight.

7. CONSENT AGENDA (Policy References: 2.C)

President Day

All matters listed under Consent Agenda are operational matters about which the Board has governing policies, implementation of which is delegated to the Superintendent. They will be enacted in one motion by category in the order listed below. There will be no discussion of these items prior to the time the Board of Directors vote on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section.

Any member of the public who wishes to discuss Consent Agenda items should notify the President of the Board at the time requested and be recognized by invitation of the President to address the Board.

- a. Approval of the Board of Education minutes dated August 22, 2017 Regular Board Meeting (Enclosure)

- b. Approval of personnel items on memorandum dated September 19, 2017
(Confidential enclosure)
- c. Approval of Resolution Number Three 2017-2018 to designate the district attendance officers and to authorize the attendance officers to represent the district in truancy court proceedings. (Enclosure)

Recommended motion: “Move to approve the consent agenda items as presented.”

ROLL CALL FOR VOTE (Policy Reference: 2.C) President Day

8. GOVERNANCE PROCESS THAT SUPPORTS OUR GLOBAL GOALS President Day

- a. Ownership Linkage
- b. Board Education
- c. Board Committees
 - i. Facility Planning Advisory Committee
 - ii. Capital Facility Fee Foundation
 - iii. Rocky Mountain Risk
 - iv. Reaching Out/In
 - v. Commerce City and School District 27J Use Tax Committee
 - vi. 2015 Bond Oversight Committee
- d. Board Reports – Board Members will report on activities in which they have been involved that support our Global Goals.
- e. Other Matters of Information for the Board.

9. RESOLUTION FOR VOTER REGISTRATION OF HIGH SCHOOL STUDENTS President Day

The Board of Education will consider approving Resolution Number Four 2017-2018 approving the voter registration of School District 27J High School Students. (Enclosure)

The Resolution will be read into public record.

Recommended motion: “Move to approve Resolution Number Four 2017-2018 as presented.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1) President Day

10. RESOLUTION OF ADVOCACY FOR SCHOOL DISTRICT 27J’S MILL LEVY OVERRIDE BALLOT ISSUE 3D President Day

The Board of Education will consider approving Resolution Number Five 2017-2018 supporting the advocacy for mill levy override ballot issue 3D. (Enclosure)

The Resolution will be read into public record.

Recommended motion: “Move to approve Resolution Number Five 2017-2018 as presented.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

11. EXPECTATION OF THE BOARD (Policy Reference 4.E)

Dr. Fiedler

- a. Board acts to accept/reject the following reports due/submitted since last meeting. (ADDENDUM “A”) None at this time.
- b. General Counsel Janet Wyatt will present the Expectation of the Board Report through 3.J Charter Schools. (Six separate enclosures of the expectation report and five individual school reports)

Recommended motion: “Move to accept the Expectations of the Board Report through 3.J Charter Schools as conveying reasonable interpretation of the executive limitations.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

- c. Chief Academic Officer Will Pierce will present the Expectation of the Board Report through Academic Global Goals -1.2 Composite ACT Scores and 1.3 Academic Status of 27J Schools. (Separate enclosure)

Recommended motion: “Move to accept the Expectations of the Board Report through Academic Global Goals – 1.2 Composite ACT Scores and 1.3 Academic Status of 27J Schools as conveying reasonable interpretation of the executive limitations.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

d. Policy Review Schedule

- | | | |
|-------|--------------------|--|
| i. | September 26, 2017 | 1.2 Composite ACT Scores/1.3 Academic Status of 27J
3.J Charter Schools |
| ii. | October 24, 2017 | 3.D Financial Conditions & Activities Internal |
| iii. | November 14, 2017 | 3.H Emergency Executive Succession |
| iv. | December 12, 2017 | 3.D External Financial Conditions & Activities
3.I Board Awareness and Support Internal & Direct Inspection |
| v. | January 23, 2018 | 3.C Treatment of Faculty/Staff/Volunteers
3.D Financial Conditions and Activities |
| vi. | February 27, 2018 | 1.1 Graduation Rate
3.B Treatment of Parents/Guardians |
| vii. | March 13, 2018 | 3.G Compensation & Benefits |
| viii. | April 24, 2018 | 3.E Asset Protection |
| ix. | May 22, 2018 | 3.A Treatment of Students/Public
3.F Financial Planning/Budgeting |
| x. | June 12, 2018 | None |
| xi. | August 28, 2018 | 3.0 General Executive Constraint |

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

- e. The Board of Education will consider the revisions to the Policy Governance Manual as presented in the red-lined versions that has been discussed during previous planning sessions. (Separate enclosure)

Recommended Motion: “Move to approve the revisions to the Policy Governance Manual as presented.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

12. APPROVAL OF OIL AND GAS LEASE

President Day

Superintendent Dr. Chris Fiedler will present information regarding the approval of an Oil and Gas Lease. (Enclosure)

Recommended Motion: “ Move to approve the aforementioned Oil and Gas Lease by and between School District 27J and Grizzly Petroleum Company, LLC and authorize the Superintendent or his designee to execute any and all required documents.”

ROLL CALL FOR VOTE (Policy Reference: 2.G.1)

President Day

13. SCHEDULE OF MEETINGS

- | | |
|-------------------|--|
| October 3, 2017 | 6:00 p.m. Riverdale Ridge High School Tour
13380 Yosemite Street
Thornton, CO 80602 |
| October 9, 2017 | 7:00 p.m. Meet the Candidate Linkage Meeting
Brighton High School
270 S. 8 th Avenue
Brighton, CO 80601 |
| October 10, 2017 | 7:00 p.m. Meet the Candidate Linkage Meeting
Stuart Middle School
15955 E. 101 st Way
Commerce City, CO 80022 |
| October 24, 2017 | 5:30 p.m. Study Session
7:00 p.m. Regular Board Meeting
District Training Room
80 S. 8 th Avenue
Brighton, CO 8001 |
| October 31, 2017 | 5 th Tuesday Meeting with City Council Members
Exact Time and Location are to be determined
This meeting may be cancelled due to the Halloween holiday. |
| November 14, 2017 | 5:30 p.m. Study Session
7:00 p.m. Regular Board Meeting
Lois Lesser Board Room/Educational Service Center |

18551 E. 160th Avenue
Brighton, CO 80601
**NOTE Only Regular Meeting of the Month

14. BOARD MEETING EVALUATION

Director Worth

15. CLOSING COMMENTS

16. ADJOURNMENT

Date of Notice: September 21, 2017

Expectations of the Board Report Evaluation Worksheet

Date Due	Policy No.	Policy Title	Frequency	Date Submitted	Date of Board Action	Accepted	Not Accepted	Comments Conditions

**BOARD OF EDUCATION
SCHOOL DISTRICT 27J
August 22, 2017
Regular Meeting Minutes**

1. CALL TO ORDER: 7:07 p.m.

2. PLEDGE OF ALLEGIANCE

Director Day, Director Doucet, Director Nickeson, Director Piotraschke, Director Thimmig, Director Venerable, and Director Worth were present for this entire meeting.

3. APPROVAL OF AGENDA

Motion by Director Nickeson, seconded by Director Thimmig to approve the agenda dated August 22, 2017 as presented. Roll Call Vote: All Ayes.

4. RECOGNITIONS BY THE BOARD OF EDUCATION

- a. Tom Green, community affairs representative, John Parker, chief executive officer, and Troy Whitmore, public affairs officer from United Power, Inc. presented the Board of Education with the school district's Annual Capital Credit Refund in the amount of \$34,094.21

5. BOND OVERSIGHT COMMITTEE REPORT

The Board of Education was presented with the quarterly report from the 2015 Bond Oversight Committee. Committee member Troy Whitmore presented the report. The only action required at this time is to receive the report from the committee.

Motion by Director Piotraschke, seconded by Director Worth to approve receipt of the August 22, 2017 Bond Oversight Committee report to the Board of Education. Roll Call Vote: All Ayes.

6. SUPERINTENDENT'S REPORT

Dr. Fiedler reported on activities throughout the District.

7. MATTERS OF PUBLIC COMMENT

The follow members of the public spoke in support of the Mill Levy Ballot Question:

Name	Address	Topic
Walker Bargmann (Eagle Ridge Academy Student)	319 Arroyo Street, Brighton	
Amanda Ruybal	384 Octillo Street, Brighton	
Jane Archuleta	270 S. 8 th Avenue, Brighton	
Paolo Chaparro	15440 Edna Drive, Brighton	

Luke Cable (Presented ERA's Support Resolution)	10618 Dayton Way, Henderson
Missy White Individually	210 S. 5 th Avenue, Brighton
Missy White read a letter from Ken Kreutzer	
Justin McMillan	3983 La Plata Court, Brighton
Kyle Farner	3953 La Plata Court, Brighton
Nicole Williams (Signed in but has no comment)	17002 Parkside Drive, Commerce City
Lori Miller	10827 Beeler Court, Henderson
Naomi Padilla (Signed in but has no comment)	11242 Kingston Street, Henderson
Kathy Ruybal (Brighton Education Foundation President: presented a petition of support that was signed by 600 staff and community members)	384 Octillo Street, Brighton
Brock Gagna	28615 E. 160 th Place, Brighton
Maile Diaz	11756 Kittredge Street, Commerce City
Paolo Diaz	11756 Kittredge Street, Commerce City
Chris Fiedler (As a parent and informed citizen)	1568 Wild Flower Drive, Brighton
Stephanie Guillams	359 S. 30 th Avenue, Brighton
Anita Gentile	14700 E. 104 th Avenue, Commerce City
John Meyers	16154 E. 105 th Avenue, Commerce City
Jennifer Federocko	175 Octillo Street, Brighton
Danny Sandoval (Foundations Academy Board Director: presented a resolution of support from the entire Board)	2431 Wolf Creek Drive, Brighton
Wayne Scott	2795 S. 3 rd Avenue, Brighton

8. 2017 MILL LEVY BALLOT QUESTION CONSIDERATION

Dr. Fiedler presented information concerning the 2017 Mill Levy Ballot Question. He recommended approval of Resolution Number One 2017-2018 placing a mill levy override question before the eligible electors of the District in the November 7, 2017 election.

Motion by Director Piotraschke, seconded by Director Nickeson to approve Resolution Number One 2017-2018 calling an election on November 7, 2017, to authorize additional local property tax revenues for the general fund of the District and determining the ballot title and text of the ballot issue to be submitted at such election. Roll Call Vote: All Ayes.

A brief recess occurred at 8:37 p.m.

The meeting reconvened at 8:48 p.m. All board members that were present remained present.

9. CONSENT AGENDA

Motion by Director Venerable, seconded by Director Thimmig to approve the consent agenda items as presented. Roll Call Vote: All Ayes.

- a. Approval of the Board of Education minutes dated June 6, 2017 Regular Board Meeting minutes and July 25, 2017 Linkage Meeting with School District 27J Principals and Regular Meeting minutes
- b. Approval of personnel items on memorandum dated August 15, 2017
- c. Approval of the Administrative Assistant to the Superintendent as the designated election official for the November 7, 2017 coordinated election

10. GOVERNANCE PROCESS THAT SUPPORTS OUR GLOBAL GOALS

- a. Ownership Linkage: The next meeting will be on September 12, 2017. This will be a community meeting.
- b. Board Education: During tonight's study session, the Board of Education heard a presentation regarding the Breakthrough Coaching Model that is used by principals and directors.
- c. Board Committees
 - i. Facility Planning Advisory Committee: This group will meet again in September, 2017. They plan to tour Riverdale Ridge High School.
 - ii. Capital Facility Fee Foundation: This group will meet in September, 2017. Their plan is to join the Facility Planning Advisory Committee's tour of Riverdale Ridge High School.
 - iii. Rocky Mountain Risk: The next meeting will be on September 11, 2017.
 - iv. Reaching Out/In: Director Thimmig is building topics for this year's awards. She is using a building theme. Such topics may be architect, building and finishing. The next awards will be at the October 24, 2017 meeting.
 - v. Commerce City and School District 27J Use Tax Committee: This group did not meet since the last Board of Education meeting.
 - vi. 2015 Bond Oversight Committee: This group met on August 17, 2017. Director Thimmig explained that amazing construction work has occurred within the last few months, and finished prior to the start of school. She also said that contractors stepped up to assist in finishing projects.
- d. Board Reports – Board Members will report on activities in which they have been involved that support our Global Goals: The majority of the Board of Education members have attended or plan to attend back to school events, ribbon cuttings, and kindergarten nights at all schools. They expressed that they were great events and it was good to see the happy faces that are new or returning to school this year. Director Piotraschke explained that he is the legislative liaison for the Board of Education, and he will be attending the session on August 31, 2017. He was also appointed to fill a term on the Federal Relations Network. During the session, one topic of discussion is the sustainability of PERA, with the Colorado Association of School Boards (CASB) understanding that finding a solution is very important. Director Thimmig described an event that is organized by retired teachers. It is called the Not Back to School Night. This group has been invited to Vikan Middle School's Ribbon Cutting, Brighton High School's construction tour, and the rededication of Brighton Heritage Academy. These retired teachers are good resources for the district.
Other Matters of Information for the Board: Director Day reported that the President, Vice President, and Superintendent Group will start meeting again on August 30, 2017 at the CASB office. Director Day also reported that he will be resigning from the Capital Facility Fee Foundation at their September meeting. This foundation needs a new member to join Director Thimmig and Director Worth as representatives from the Board of Education. Director Piotraschke expressed an interest in becoming the new member.

11. EXPECTATION OF THE BOARD

- a. Board acts to accept/reject the following reports due/submitted since last meeting (ADDENDUM “A”): None at this time.
- b. General Counsel Janet Wyatt presented the Expectations of the Board Report through 3.0 Global Executive Constraint.

Motion by Director Nickeson, seconded by Director Thimmig to accept the Expectations of the Board Report through 3.0 Global Executive Constraint as conveying reasonable interpretation of the executive limitations. Roll Call Vote: All Ayes.

c. Policy Review Schedule

- | | |
|------------------------|--|
| i. August 22, 2017 | 3.0 General Executive Constraint |
| ii. September 26, 2017 | 1.2 Composite ACT Scores/1.3 Academic Status of 27J
3.J Charter Schools |
| iii. October 24, 2017 | 3.D Financial Conditions & Activities Internal |
| iv. November 14, 2017 | 3.H Emergency Executive Succession |
| v. December 12, 2017 | 3.D External Financial Conditions & Activities
3.I Board Awareness and Support Internal & Direct Inspection |
| vi. January 23, 2018 | 3.C Treatment of Faculty/Staff/Volunteers
3.D Financial Conditions and Activities |
| vii. February 27, 2018 | 1.1 Graduation Rate
3.B Treatment of Parents/Guardians |
| viii. March 13, 2018 | 3.G Compensation & Benefits |
| ix. April 24, 2018 | 3.E Asset Protection |
| x. May 22, 2018 | 3.A Treatment of Students/Public
3.F Financial Planning/Budgeting |
| xi. June 12, 2018 | None |

12. RESOLUTION FOR ISSUANCE FOR GENERAL OBLIGATION BONDS

The Board of Education discussed the approval of Resolution Number Two 2017-2018 authorizing the issuance of General Obligation Bonds, Series 2017 in the Aggregate Principal Amount not to exceed \$88,000,000.

Motion by Director Thimmig, seconded by Director Piotraschke to approve Resolution Number Two 2017-2018 authorizing the Superintendent or his designee to negotiate and execute any and all documents required to enter into the issuance of General Obligation Bonds, Series 2017 in the Aggregate Principal Amount not to exceed \$88,000,000 as described in the enclosures. Roll Call Vote: All Ayes.

13. RIGHT OF WAY DEDICATION TO THE CITY OF BRIGHTON

Chief Operations Officer Terry Lucero discussed the dedication of 0.94 acres of right of way to the City of Brighton for road construction adjacent to School District 27J’s school site in Indigo Trails.

Motion by Director Venerable, seconded by Director Nickeson to approve the dedication of the aforementioned parcel of land to the City of Brighton for the purpose of constructing South 19th Avenue, and authoring staff to negotiate and execute any and all documents related to such dedication. Roll Call Vote: All Ayes.

14. PROCLAMATION OF SEPTEMBER AS ATTENDANCE AWARENESS MONTH

The Board of Education considered approving Proclamation Number One 2017- 2018 declaring September as Attendance Awareness Month. This is the fourth year that the Board of Education has approved this resolution promoting good attendance and recognizing how it is essential to student achievement and graduation.

The Proclamation was read into public record by Director Nickeson.

Motion by Director Nickeson, seconded by Director Piotraschke to approve Proclamation Number One 2017-2018 as presented. Roll Call Vote: All Ayes.

15. SCHEDULE OF MEETINGS

September 12, 2017 6:00 p.m. Board of Education Community Linkage Meeting
Exact Time and Location are To Be Determined
Prairie View Middle School is a possible location

September 19, 2017 6:00 p.m. Dinner with City of Brighton Council Members
Brighton City Hall – 6th Floor
500 S. 4th Avenue
Brighton, CO 80601

September 26, 2017 5:30 p.m. Study Session
7:00 p.m. Regular Board Meeting
Lois Lesser Board Room
18551 E. 160th Avenue

Brighton, CO 80601
October 9, 2017 7:00 p.m. Meet the Candidate Linkage Meeting
Location is To Be Determined
North Area of the School District

October 10, 2017 7:00 p.m. Meet the Candidate Linkage Meeting
Stuart Middle School
15955 E. 101st Way
Commerce City, CO 80022

October 24, 2017 5:30 p.m. Study Session
7:00 p.m. Regular Board Meeting
Lois Lesser Board Room
18551 E. 160th Avenue
Brighton, CO 8001

October 31, 2017 5th Tuesday Meeting with City Council Members

Exact Time and Location are to be determined
This meeting may be cancelled due to the Halloween holiday.

16. BOARD MEETING EVALUATION

Director Nickeson presented the meeting evaluation.

17. CLOSING COMMENTS:

18. ADJOURNMENT: 9:22 p.m.

**SCHOOL DISTRICT 27J
BOARD OF EDUCATION
RESOLUTION NUMBER THREE
2017-2018**

**RESOLUTION TO DESIGNATE DISTRICT ATTENDANCE OFFICERS AND TO
AUTHORIZE ATTENDANCE OFFICERS TO REPRESENT THE DISTRICT
TRUANCY COURT PROCEEDINGS**

WHEREAS, Colorado Statute 22-33-107 allows district boards of education to designate one or more employees to act as attendance offices for the district and,

WHEREAS, Colorado Statute 13-1-127(7), makes it permissible for school districts to represent themselves in certain truancy court matters without requiring legal counsel to be present; and

THEREFORE, BE IT RESOLVED, that the Board of Education of School District 27J confirms the designations of employees: Kevin West, Darcy Brown, Kacee Burke, Sallynn Duran, Evita Webb, Shawn Gallardo, Julie Small, and Desiree Quintanilla (and their respective successors) as district attendance officers, and authorizes the attendance officers to represent the District in truancy court matters consistent with the parameters established in statute, as recommended by the Superintendent of schools; and

BE IT FURTHER RESOLVED, that such designation shall remain in effect until or unless modified by future resolution of the Board of Education.

Adopted this 26th day of September, 2017

SCHOOL DISTRICT 27J

By: _____
Patrick Day, President
Board of Education

ATTEST:

By: _____
Lynn Ann Sheats, Secretary
Board of Education

**SCHOOL DISTRICT 27J
BOARD OF EDUCATION RESOLUTION
RESOLUTION NUMBER FOUR
2017-2018**

RESOLUTION FOR VOTER REGISTRATION OF HIGH SCHOOL STUDENTS

WHEREAS, School District 27J is committed to civic education and civic participation by the students and families in our district;

WHEREAS, the Board of Education recognizes that the election in November of 2017 provides a great opportunity to educate and motivate students regarding civic participation;

WHEREAS, the Board of Education recognizes the opportunity to further civic education by encouraging our students who are eligible to register to vote;

WHEREAS, the Board of Education of School District 27J recognizes that the Colorado Revised Statute 1-2-401 Legislative Declaration states that voter registration should be made as convenient as possible for our qualified high school students, employees, and other persons;

WHEREAS, the Board of Education recognized that a number of non-partisan, civic participation organizations, including the Iam27J group, the Brighton High School DECA group, the Prairie View High School DECA group, the Brighton Education Association (BEA), and the Colorado Classified School Employees Association (CCSEA) are prepared to provide voter registration efforts in 2017;

WHEREAS, the Board of Education recognizes that these civic-minded organizations will abide by all laws, regulations and superintendent policies regarding visitation and appropriate conduct on school grounds;

WHEREAS, the Board of Education abides by the Colorado Revised Statute Section 1-2-402 that all high schools may have appointed deputy registrars on file with the county clerk and recorder;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District will provide access to our high schools with the approval of the school leader, to engage in voter registration of our qualified students, parents, employees and other persons during school building hours.
2. The District and school leaders will provide reasonable assistance to these civic groups to provide voter registration, such registration including assistance by the high school deputy registrars.

Adopted this 26th day of September, 2017

SCHOOL DISTRICT 27J

By: _____
Patrick Day, President
Board of Education

ATTEST:

By: _____
Lynn Ann Sheats, Secretary
Board of Education

**SCHOOL DISTRICT 27J
BOARD OF EDUCATION RESOLUTION
RESOLUTION NUMBER FIVE
2017-2018**

**RESOLUTION OF ADVOCACY FOR
SCHOOL DISTRICT 27J'S MILL LEVY OVERRIDE BALLOT ISSUE 3D**

WHEREAS, the Board of Education of School District 27J strongly believes that every student deserves the highest quality education the District can provide; and

WHEREAS, the Board of Education voted unanimously to certify a ballot question for \$12 million in override mill levy funding (Ballot Issue 3D) for retaining and recruiting high quality teachers and support staff, and purchasing and maintaining instructional tools and materials, which may include technology based items, to support the instruction of students; and

WHEREAS, School District 27J is the lowest funded school district in the Metro Denver Area, and

WHEREAS, the only successful Mill Levy Override in School District 27J was passed in the year 2000 in the amount of \$750,000; and

WHEREAS, this equates to \$43 per student in Mill Levy Override revenue beyond what is received from the State of Colorado through the School Finance Act of 1994; and

WHEREAS, the average Mill Levy Override revenue per student in the other 14 Denver Metro School Districts is \$1,306, and

WHEREAS, if 3D is successful, Mill Levy Override revenue per student will increase from \$43 per student to \$728 per student in School District 27J; and

WHEREAS, School District 27J previously pursued Mill Levy Overrides in 2003, 2005, 2008, 2010, and 2011 and failed; and

WHEREAS, School District 27J has not pursued a Mill Levy Override in six years; and

WHEREAS, the District has determined that in order to provide a quality education a Mill Levy Override is needed; and

WHEREAS, the Board believes that the approval of this ballot question is necessary in order to meet the educational needs of each student.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of School District 27J as follows:

1. That the Board hereby declares its unanimous support for the approval of Ballot Issue 3D; and
2. The Board encourages all eligible voters of the School District to make sure that their voter registration is current, that they vote, and that they encourage others to vote; and
3. That the Board appeals to all citizens of the School District to devote some of their personal time in an effort to pass this critically-important ballot issue; and
4. The Board urges all registered voters of the School District to vote "YES" on Ballot Issue 3D.

Adopted this 26th day of September, 2017

SCHOOL DISTRICT 27J

By: _____
Patrick Day, President
Board of Education

ATTEST:

By: _____
Lynn Ann Sheats, Secretary
Board of Education

Board of Education Agenda Item

Board Meeting of: September 26, 2017

Subject: Approval of Oil and Gas Lease

Status of Item: Action

Time Needed: 20 Minutes

PERTINENT FACTS:

- The District is in receipt of an offer from Grizzly Petroleum, LLC on behalf of Great Western Oil and Gas Company to lease certain mineral interests owned by the District.
- In compliance with Management Limitation 3.E.6, the Board of Education was provided with information regarding this lease request on September 17, 2017.
- The mineral rights specified within the lease offer are located under and near Brantner Elementary and within the City of Thornton.
- The wells will not be drilled on the District owned sites.
- The District's refusal to lease the rights will not preclude the drilling of the wells or the extraction of the minerals.
- The District's refusal to enter into the lease agreement will void any offer of a lease bonus and reduce the royalty payments from 21% to 12.5% (state statute requires a minimum 12.5% royalty interest).
- The significant terms of the leases include:
 - The lease requests are for all of the mineral interests under the properties described in information previously provided to the Board of Education totaling approximately 14.92 net mineral acres.
 - A bonus payment of \$5,000 per net mineral acre to be paid to the District within 45 days of entering the lease.
 - A 21% royalty based on the District's percentage ownership of mineral interest.
 - The lease will be for an initial term of 3 years during which time the wells must be drilled and continuing until mineral extraction efforts have ceased.
 - The lease may be extended for an additional 2 years by payment of an additional bonus payment equal to the original bonus payment.
- The lease terms and form are consistent with lease agreements previously approved by the Board of Education and has been reviewed by District legal counsel and approved as to form.
- A copy of the lease is enclosed for your review.

Board Policy or C.R.S. regarding this item:

- C.R.S. 22-32-110(1) (f) – Board of Education Powers and Duties – To rent or lease District property...
- Board Policy – Management Limitation 3.E.7 – Asset Protection – The Superintendent will not allow the purchase, disposal or lease of real estate or personal property valued at

\$20,000... without providing the Board with information for discussion prior to the final decision being made.

- C.R.S. 22-32- 112 - Board of Education Powers and Duties – Oil and Gas Leases

Originator: Terry Lucero, Chief Operating Officer



Great Western

OIL & GAS COMPANY
1801 Broadway
Suite 500
Denver, CO 80202

Jonathan Bennett
Contract Landman
Tel: 903-348-3485
jonathan@baselineminerals.com

August 18, 2017

ORDER OF PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Great Western Oil and Gas Company, LLC will make payment as indicated herein by check within 45 days of receipt of said agreement. No default shall be declared for failure to make payment until 15 days after receipt by Great Western Oil and Gas Company, LLC of written notice of Payee's intention to declare such default. In the event title research reveals that the Payee owns less than the full and undivided 100% interest in the property covered by the agreement, it is understood and agreed that the amount referenced below shall be proportionately reduced according to the percentage of the interest that the payee owns.

PAYEE: **School District No. 27J of Adams County**

Address: 18551 E. 160th Ave.
Brighton, CO 80601

PHONE NUMBER:

AMOUNT: **Seventy Four Thousand Six Hundred Dollars and No Cents**

\$74,600.00

This payment is for the following Agreement, which covers property described as follows:

Township 1 South - Range 67 West of the 6th P.M.

Section 28:

Parcel 1: Lot 1, Block 3, The Villages at Riverdale Filing No. 2, City of Thornton, County of Adams, State of Colorado. Recorded at Reception No. C1020041

Parcel 2: Lot 1, Block 12, The Villages at Riverdale Filing No. 3, City of Thornton, County of Adams, State of Colorado. Recorded at Reception No. C1057064

Agreement Type: **Oil and Gas Lease**

Dated: **August 18, 2017**

Gross Acres: **14.920**

Board of Education Regular Meeting 9/26/2017

Percentage Owned: **100.00%**

Net Acres: **14.920**

Consideration: **\$ 74,600.00**

Term: **3 Years**

Royalty: **21.00%**

Completed by:

Acknowledged by:

Jonathan Bennett
(Agent)

(Lessor/Grantor)

(Lessor/Grantor)

OIL AND GAS LEASE

(No Surface Occupancy)

AGREEMENT, Made and entered into the 18th day of August, 2017 by and between **School District No. 27J of Adams County**, hereinafter called Lessor(s), whose address is **18551 E. 160th Ave., Brighton, CO 80601**, and **Grizzly Petroleum Company, LLC** whose address is 1801 Broadway, Suite 500, Denver, CO 80202, hereinafter called Lessee:

1. **Grant of Leased Premises.** In consideration of a cash bonus in hand paid, the receipt of which is hereby acknowledged, and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

See Exhibit "A" attached hereto and made a part hereof for description of leased lands.

in the County of Adams, State of Colorado, containing **14.920 acres** gross acres, more or less, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. If, at any time, it is determined that the leased premises is greater than **14.920 acres** gross acres, **Grizzly Petroleum Company, LLC** will adjust the bonus payment and pay all back royalties to Lessor.

2. **Paid Up Lease.** This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. **Royalty Payment.** For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive a royalty of **21%** of the weighted average sales price actually received by Lessee or, if applicable, its affiliate, as a result of all sales of the affected production to an unaffiliated party. Lessor's royalty shall not be subject to its proportionate share of Post Production Costs but will bear its proportionate share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes used as fuel, line loss, flaring, venting or otherwise from and after the wellhead until the Oil and Gas Substances are in a marketable condition and have reached a recognized market for the same. Post Production Costs include without limitation, all costs of gathering, marketing, compression, dehydration, removal of liquid or gaseous substances or impurities from the affected production prior to the time Oil and Gas Substances produced from the leased premises or from land pooled therewith are in a marketable condition and have reached a recognized market for the same and any other treatment or processing required by the first unaffiliated party who purchases the affected production.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used to pay Lessor's royalty under this provision shall be the weighted average sales price referred to above for the applicable month.

4. **Term of Lease.** This lease shall be in force for a primary term of three (**3**) **years** from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

The primary term may be extended for an additional **two (2)** years by paying to Lessor an equal sum as originally paid herein, if paid in advance before the expiration of the primary term. In the event Lessee makes the payment provided for above, then all terms of this Lease shall remain in full force and effect as if the original primary term was five (5) years.

At the expiration of the primary term, as the same may have been extended, this lease shall automatically terminate and expire as to all lands that are subject to this lease which are located outside the boundaries of a spacing unit established by the Colorado Oil and Gas Conservation Commission, upon which there is a well producing in paying quantities or a well capable of producing in paying quantities which is shut-in for the reasons stated in this Lease. Lessee shall file a release of those portions of the leased premises in the Adams County records within 30 days of such termination or, if Lessee fails to do so, Lessor shall have the right to such release.

5. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on or affecting the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is beyond the primary term it shall nevertheless remain in force if Lessee commences further Operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 120 days after completion of operations

on such dry hole or within 120 days after such cessation of all production in paying quantities. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this entire lease shall remain in force for an additional 120 days from the completion of operations on such dry hole or the cessation of all production in paying quantities, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. As used herein, the term Operations shall mean any activity continuously conducted on or affecting the leased premises or pooled therewith that is customary and reasonably calculated to obtain or restore production, including without limitation, (i) drilling or acts preparatory to drilling actually conducted on the leased premises or lands pooled therewith (such as building roads or constructing a drill site as long as actual drilling operations are commenced forthwith following the completion of the preparatory acts); (ii) completing, reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; and (iii) constructing facilities to enable the production, treatment, transportation and marketing of substances produced from the leased premises.

6. No Surface Occupancy. Notwithstanding anything herein contained, this Lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any facilities on the surface of the leased lands. It is understood that the Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without the prior written consent of Lessor. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands. Lessee shall be liable for any and all damages to the leased lands due to subsidence, collapse or settlement caused by Lessee's operations hereunder.

7. Shut-in Royalty. If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 120 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of **ten dollars per acre** then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 120-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. However, after the expiration of the primary term, this lease may not be maintained in force by the payment of shut in royalties for any period in excess of one (1) consecutive year from the date the well is first shut in.

8. Pooling and Unitization. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease, or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease, or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change, or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. It is hereby agreed that Lessor shall formally express its consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the

leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

10. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

11. Regulation and Delay. All express or implied covenants of this lease shall be subject to all Federal, State, and local Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule, or Regulation, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, fracking bans and/or moratoria upon well completions and/or production restrictions, or other conditions or circumstances beyond the control of the Lessee. The time during which Lessee is prevented from conducting drilling, completion, reworking, and/or production operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

12. Breach or Default. Any dispute arising under this lease shall be resolved in accordance with the dispute resolution procedures set out below. If Lessor believes that Lessee is in default of any covenant or condition of this lease, it may give Lessee written notice thereof which notice shall describe the claimed default in reasonable detail. Lessee shall have 60 days to cure the claimed default, commence action to cure the claimed default if 60 days is not sufficient to cure the same or deny the existence of the claimed default. If Lessee commences action to cure the claimed default, and if 60 days is not sufficient to cure the same, it shall diligently pursue such action until the default is cured to the reasonable satisfaction of Lessor for a period not to exceed 90 days. No mediation or arbitration shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any claimed default by Lessee hereunder during such 30 day period (or longer if Lessee has commenced action to cure the claimed default). If the matter is arbitrated in accordance with the dispute resolution section below and there is a final determination that a default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time, not to exceed 90 days, after said determination to remedy the default and Lessee fails to do so.

13. Dispute Resolution. In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Lease, the Parties shall use reasonable, good faith efforts to settle such dispute or claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the Parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbitrator Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen (15) days of a written demand for mediation from one Party to the other. If the mediation is not successful, the matter in dispute shall be submitted for final and binding arbitration by the same mediator to be held no later than thirty (30) days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five (5) days of the date of the mediator's notice, any party desiring arbitration shall concisely state the matter(s) in dispute, the position of the Party with respect to such matter(s) and the Party's proposed resolution of the same.

a. During any negotiations conducted pursuant to this Agreement, the Parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the Parties shall include all points that have been agreed to by the Parties during their negotiations.

b. Any arbitration proceeding shall be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the Parties' herein agree to be bound. The place of arbitration shall be at the offices of JAG in Denver, Colorado.

c. The JAG mediator/arbitrator shall, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the Parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten (10) days of the original demand for arbitration (or such other time as may be agreed to by the Parties), they shall abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

e. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo

pending arbitration, the Parties agree to the exclusive jurisdiction of the State District Court of the County of Adams, Colorado.

f. The Parties shall share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each shall be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration.

g. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees. If there is no prevailing party, each Party shall be responsible for their own costs and legal expenses.

14. **Warranty of Title.** Lessor makes no warranty of title; Lessee to rely on its own title investigation. Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

15. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities or Operations on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights). This indemnity specifically includes any claim of whatever nature which may be asserted by reason of or which may arise out of or which may be related to the completion or fracturing or refracturing of any well drilled by Lessee on the leased premises or lands pooled or unitized therewith and shall survive the termination of this lease.

16. **Depth Restriction.** This lease is limited in depth from the surface of the earth down to 100 feet below the base of the Dakota Sands Formation.

17. **Successors and Assigns.** This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

18. **Applicable Law.** The terms and conditions of this Lease are in addition to any applicable requirements that may be imposed by Federal Law, State Statute, Colorado case law, or Order, Rule, or Regulation of the Colorado Oil and Gas Conservation Commission or the City of Brighton. This Lease does not and will not be construed to waive any portion of existing or future Laws, Orders, Rules, or Regulations set forth by the Colorado Oil and Gas Conservation Commission or the City of Brighton.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSORS:

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)
County of _____)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for said county and state, personally appeared

_____, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

Notary Public, State of Colorado

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 18th day of August, 2017, by and between the **School District No. 27J of Adams County**, as Lessor, and **Grizzly Petroleum Company, LLC**, as Lessee.

DESCRIPTION OF LEASED LANDS:

Township 1 South, Range 67 West of the 6th P.M.

Section 28:

Parcel 1: Lot 1, Block 3, The Villages at Riverdale Filing No. 2, City of Thornton, County of Adams, State of Colorado.
Recorded at Reception No. C1020041

Parcel 2: Lot 1, Block 12, The Villages at Riverdale Filing No. 3, City of Thornton, County of Adams, State of Colorado.
Recorded at Reception No. C1057064

	METHOD	FREQUENCY	SCHEDULE
3.D - Financial Condition & Activities	Internal	Semi - Annually	January & October
	External	Annually	December
3.C - Treatment of Faculty/Staff/Volunteers	Internal	Annually	January
1.1 - Graduation Rate	Internal	Annually	February
3.B - Treatment of Parents/Guardians	Internal	Annually	February
3.G - Compensation & Benefits	Internal	Annually	March
3.E - Asset Protection	Internal	Annually	April
3.A - Treatment of Students/Public	Internal	Annually	May
3.F - Financial Planning/Budgeting	Internal	Annually	May
3.0 - Global Executive Constraint	Internal	Annually	August
1.2 - Composite ACT Scores	Internal	Annually	September
1.3 - TCAP in reading, writing, math and Science	Internal	Annually	September
3.J - Charter Schools	Internal	Annually	September
3.H - Emergency Executive Succession	Internal	Annually	November
3.I - Board Awareness & Support	Internal	Annually	December
	Direct Inspection	Annually	December