

## SIXTEENTH MEETING

The Board of Commissioners of the County of Fremont, State of Colorado, met in Regular Session on August 10, 2021, 615 Macon Avenue, Room LL3, Fremont County Administration Building, Cañon City, Colorado. Chairman Dwayne McFall called the meeting to order at 9:30 a.m.

Dwayne McFall	Commissioner	Present
Debbie Bell	Commissioner	Present
Kevin Grantham	Commissioner	Present
Justin Grantham	Clerk & Recorder	Present
Brenda Jackson	County Attorney	Present
Sunny Bryant	County Manager	Present
Alicia Stone	Planning & Zoning Coordinator	Present

### INVOCATION

Alicia Swearingen, Royal Gorge Vineyard

### PLEDGE OF ALLEGIANCE

Those present cited the Pledge of Allegiance to the flag of the United States of America.

### APPROVAL OF AGENDA

**Commissioner Bell** moved to approve the Agenda. Commissioner Grantham seconded the motion. Upon Vote: Commissioner Bell, aye; Commissioner Grantham, aye; Commissioner McFall, aye. The motion carried by unanimous consent.

### CONSENT AGENDA

1. Approval of Minutes / July 27<sup>th</sup>, 2021
2. Approval of Bills for \$ 1,338,890.37
3. Approval of Lease Agreement for Civil Air Patrol Office Space at the Fremont County Airport
4. Ratification of signature on Structure Agreement with Front Range Aggregates, LLC
5. Schedule Public Hearings: None.

**Commissioner Grantham** moved to approve the Consent Agenda. Commissioner Bell seconded the motion. Upon Vote: Commissioner Grantham, aye; Commissioner Bell, aye; Commissioner McFall, aye. The motion carried by unanimous consent.

### ADMINISTRATIVE/INFORMATIONAL

1. Staff / Elected Officials:
  - a. County Clerk's Monthly Report

**Clerk & Recorder Justin Grantham** gave the County Clerk's Monthly Report, which can be found in its entirety at [www.fremontco.com](http://www.fremontco.com).

**Commissioner Bell** asked for clarification on whether the year-to-date amount is the total or Fremont County's portion.

**Clerk & Recorder Grantham** confirmed the amount is the total collected in.

**Commissioner Bell** moved to accept the County Clerk's Monthly Report. **Commissioner Grantham** seconded the motion. Upon Vote: **Commissioner Bell**, aye; **Commissioner Grantham**, aye; **Commissioner McFall**, aye. The motion carried by unanimous consent.

b. **County Manager Report, Sunny Bryant, County Manager**

**County Manager Bryant** gave the County Manager Report which can be found in its entirety at [www.fremontco.com](http://www.fremontco.com).

**Commissioner McFall** noted how exciting the Pathfinder Park Community Center is because people are already inquiring on using it.

**OLD BUSINESS**

None.

**NEW BUSINESS**

1. **Adoption of the 2022 Fremont County Holiday Schedules**

**County Manager Bryant** explained that there are both the 8-hour and 10-hour workday holiday schedules, which each account for 90 hours of holiday pay plus 10 hours of floating holiday pay.

**Commissioner Bell** pointed out that posting the schedule early benefits Fremont County employees.

**Commissioner Bell** moved to approve the adoption of the 2022 Fremont County Holiday Schedules. **Commissioner Grantham** seconded the motion. Upon Vote: **Commissioner Bell**, aye; **Commissioner Grantham**, aye; **Commissioner McFall**, aye. The motion carried by unanimous consent.

2. **Approval of the Resolution Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, an Escrow Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County, Approving the Forms of Related Documents, and Providing for Other Matters Relating Thereto**

**Managing Director of Stifel's Colorado Public Finance Group, Alan Matlosz** discussed how the resolution will allow the County to refinance two lease purchase agreements from 2013. He mentioned doing so would lower the interest rate, save the County over \$3 million, and assist in funding of Pathfinder Park.

**Commissioner McFall** commented on the exciting potential for the County to save \$3 million.

**County Manager Bryant** confirmed that it would be a great opportunity and thanked Mr. **Matlosz** and Attorney Jackson's work.

**Commissioner Bell** thanked County Manager Bryant for her attention on the subject matter.

**Commissioner McFall** addressed the possibility of funding for a barn at Pathfinder Park for events like the County Fair through this refinancing.

**Commissioner Bell** elaborated on Commissioner McFall's point and suggested the County Fair could move to Pathfinder Park sooner if the barn was complete.

**Commissioner Grantham** thanked County Manager Bryant for her hard work and expressed excitement regarding the completion of the barn at Pathfinder Park sooner than what was originally anticipated.

**Commissioner Grantham** moved to approve Resolution #31 Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, an Escrow Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County, Approving the Forms of Related Documents, and Providing for Other Matters Relating Thereto. Commissioner Bell seconded the motion. Upon Vote: Commissioner Grantham, aye; Commissioner Bell, aye; Commissioner McFall, aye. The motion carried by unanimous consent.

**Commissioner McFall** called the meeting to recess at 9:49 a.m.

### **PUBLIC HEARINGS**

1. Request approval of CUP 07-003 Major Modification for an Expansion of a Mining Operation for Front Range Aggregates. Property located at 112 CR 157 in Canon City, CO.  
Representative: David Bieber

**Commissioner McFall** opened the public hearing at 10:00 a.m.

**David Bieber** introduced himself and Mike Sheahan to the Board.

**Mike Sheahan** thanked the Planning & Zoning department and congratulated Dan Victoria as new P&Z Director. He gave a background of the history of the mine and explained that they want to move the mining boundary north by 500 ft. He clarified that they have not requested any other changes be made.

**Commissioner McFall** noted that the BLM has an extensive process.

**Mr. Sheahan** talked about their tours at the quarry and goal to educate people on the impacts of the project.

**Commissioner McFall** asked if the State makes decisions based off of wildlife experts.

**Mr. Bieber** said the BLM does a comprehensive review of environmental impacts and decided the project was appropriate. He mentioned the modification would move mining further from the Arkansas River and they practice concurrent reclamation, which will enhance the local bighorn sheep habitat. He added that the quarry will be less visible.

**Mr. Sheahan** discussed the benefit the company has been to the community regarding involvement, donations, and employment opportunities. He said the benefits to the County would include the support of between \$6.2 million and \$11.5 million in regional economic output and a state and local tax increase.

**Commissioner Grantham** asked Mr. Sheahan how the current labor shortage affects their industry and the quarry.

**Mr. Sheahan** said there have been no layoffs and no shutdown due to Covid-19, but that the biggest challenge has been finding qualified employees.

**Mr. Bieber** noted the company's outreach to high school and college students.

**Commissioner Bell** asked if trees were included as native vegetation in reclamations.

**Mr. Bieber** replied that the native mixture is shrubs and the mixture will be altered to include native grasses and shrubs through approval from Department of Reclamation of Mining and Safety.

**Planning & Zoning Coordinator Alicia Stone** reported that the department recommends approval and added there are contingencies and conditions as follows: standard CUP conditions, minor changes be made to the site plan, and the issuance of a Division of

Reclamation and Mining and Safety (DRMS) permit. There are also two waiver requests for landscaping and lighting.

**Mr. Bieber** noted that they expect to have the DRMS permit by September.

**Commissioner Grantham** asked Coordinator Stone about a refuse contract.

**Coordinator Stone** replied that she would have to check.

**Mr. Bieber** claimed that they have a refuse disposal contract, but did not bring a copy of it.

**Commissioner Bell** considered whether the contract should be added as a contingency.

**Carol Garrett** approached the Board and asked where the location of the mine is in relation to her property in Cactus Mountain Subdivision.

**Mr. Bieber** spoke with Ms. Garrett about the location of the mine.

**Commissioner McFall** urged them to address the Board with their concerns.

**Carol Garrett** explained that her questions can be answered by Martin Marietta.

**Commissioner McFall** closed the public hearing at 10:41 a.m.

**Commissioner McFall** asked Mr. Bieber to formally answer Ms. Garrett's question.

**Mr. Bieber** addressed the Board and replied that their properties are northeast of the site boundaries and within the site there is a non-disturbance area. He said the mine is located centrally within the boundaries and explained that it will move northwest to southeast for about 100 years before ending operation. Mr. Bieber said during their time of operation they will address all concerns that neighbors might have.

**Commissioner Grantham** asked for clarification of location on the map provided.

**Mr. Bieber** explained that mining would occur only on the south and west sides of Cactus Mountain and would not be visible from the north and east sides of the mountain.

**Commissioner Grantham** asked about the highest point of the mined area below the crest.

**Mr. Bieber** said it is about 400-500 feet topographically.

**Commissioner Grantham** noted the sound barrier.

**Commissioner Bell** thanked Martin Marietta for their transparency and neighborliness. She noted that the process with the BLM is years-long and their studies are meticulous.

**Mr. Sheahan** noted most of the progress was done by Quarry Manager Josh Esquibel and his predecessors. Regarding Commissioner Bell's statement about neighborliness, he stated that neighbors just want to be heard.

**Mr. Bieber** added that the company is part of the community so being a good neighbor is their responsibility.

**Commissioner McFall** mentioned the two letters of support of the expansion.

**Commissioner Grantham** addressed their good community reputation including at another of their locations in Jefferson County.

**Mr. Sheahan** said Martin Marietta aspires to have the same reputation 100 years from now.

**Commissioner Grantham** moved to approve CUP 07-003 Major Modification for an Expansion of a Mining Operation for Front Range Aggregates including the waiver of lighting and landscaping, standard conditions from the original CUP, minor changes to the site plan, issuance of the DRMS permit, and proof of a refuse disposal contract. Commissioner Bell seconded the motion. Upon Vote: Commissioner Grantham, aye; Commissioner Bell, aye; Commissioner McFall, aye. The motion carried by unanimous consent.

**Commissioner McFall** adjourned the meeting at 11:02 a.m.



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Clerk to the Board of County Commissioners



FREMONT COUNTY, COLORADO  
RESOLUTION NO. 31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, COLORADO AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND AND IMPROVEMENT LEASE AGREEMENT, A LEASE PURCHASE AGREEMENT, AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT, AND CERTAIN RELATED DOCUMENTS BY THE COUNTY; APPROVING THE FORMS OF RELATED DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, Fremont County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the County has the power, pursuant to Sections 30-11-101(b) and (c) and 30-11-104.1, of the Colorado Revised Statutes, as amended, to lease, as lessor or as lessee, real and personal property, together with any facilities thereon, and to enter into lease-purchase agreements for the purpose of financing County buildings or equipment used or to be used for governmental purposes; and

WHEREAS, the County owns, in fee title, certain real property and the improvements constructed thereon more particularly described in the hereinafter defined Ground Lease (collectively, the "Leased Property"); and

WHEREAS, the Board of County Commissioners of the County (the "Board") has determined, and now hereby determines, that it is in the best interest of the County and its inhabitants that the Board, on behalf of the County, as lessor, subject to the termination of the similar leases relating to the 2013 Certificates (as defined in the hereinafter defined Lease), lease the Leased Property to UMB Bank, n.a. (the "Trustee"), solely in its capacity as trustee under the Indenture described herein, as lessee, pursuant to a Ground and Improvement Lease Agreement (the "Ground Lease"), and, subject to the termination of the similar leases relating to the 2013 Certificates, simultaneously sublease the Leased Property back from the Trustee pursuant to the terms of a Lease Purchase Agreement (the "Lease") between the Trustee, as lessor, and the Board, on behalf of the County, as lessee; and

WHEREAS, pursuant to the Lease, and subject to the right of the County to terminate the Lease and other limitations as therein provided, the County will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the County to use the Leased Property; and

WHEREAS, the County's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted

expenditures of the County; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or a multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or any multiple fiscal year financial obligation, nor a mandatory payment obligation of the County in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Trustee will enter into an Indenture of Trust (the "Indenture"), pursuant to which the Trustee will execute and deliver one or more series of certificates of participation, dated as of their date of delivery, in an aggregate principal amount not to exceed \$12,500,000 (the "Certificates"); and

WHEREAS, the net proceeds of the Certificates will be used for the purposes of: (a) refinancing the outstanding 2013 Certificates (as defined herein); (b) financing certain public improvements within the County; and (c) paying the costs of executing and delivering the Certificates (collectively, the "Project"); and

WHEREAS, the Certificates represent assignments of the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the County to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, there are on file at the County offices the proposed form of the following: (a) the Ground Lease; (b) the Lease; (c) an Escrow Agreement between the County and the Trustee, as escrow bank (the "Escrow Agreement"), relating to the refunding of the 2013 Certificates; (d) the Continuing Disclosure Certificate (the "Disclosure Certificate") with respect to the Certificates; and (e) the Preliminary Official Statement (the "Preliminary Official Statement") with respect to the Certificates; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2 of the Colorado Revised Statutes, as amended (the "Supplemental Act"), provides that a public entity, including the County, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, COLORADO:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board or the officers or agents of the Board or the County relating to the Ground Lease, the Lease, or the Project is hereby ratified, approved and confirmed. The designation of the Preliminary Official Statement by the County Manager as a "nearly final Official Statement" for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and laws of the State of Colorado, that the Project and the financing of the costs thereof pursuant to the terms set forth in the Ground Lease and the Lease is necessary, convenient, and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County and the Board hereby authorizes and approves the same.

Section 3. Supplemental Act; Parameters. The Board hereby elects to apply all of the Supplemental Act to the Ground Lease and the Lease and in connection therewith delegates to each of the Chair of the Board (the "Chair") and the County Manager the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Colorado Revised Statutes, as amended, in relation to the Ground Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including, without limitation, the term of the Ground Lease, the rental amount to be paid by the County pursuant to the Lease, and the term of the Lease, subject to the following parameters and restrictions: (a) the term of the Ground Lease shall not extend beyond December 31, 2048; (b) the aggregate principal amount of the Base Rentals payable by the County pursuant to the Lease shall not exceed \$12,500,000; (c) the maximum amount of Base Rentals payable by the County in any fiscal year shall not exceed \$1,500,000; (d) the Lease Term shall not extend beyond December 31, 2038; and (e) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 3.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to each of the Chair and the County Manager the authority to sign a contract for the purchase of the Certificates or to accept a binding bid for the Certificates and to execute any agreement or agreements in connection therewith. In addition, each of the Chair or the County Manager is hereby authorized to determine if obtaining an insurance policy for all or any portion of the Certificates is in the best interests of the County, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Chair or the County Manager is hereby authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the County, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

Section 5. Approval of Documents. The Ground Lease, the Lease, the Escrow Agreement, and the Disclosure Certificate, in substantially the forms on file with the County, are in all respects approved, authorized and confirmed, and the Chair or the County Manager is hereby authorized and directed, for and on behalf of the County, to execute and deliver the Ground Lease, the Lease, the Escrow Agreement, and the Disclosure Certificate in substantially the forms on file with the County, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this resolution.

Section 6. Approval of Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement on file with the County, is in all respects approved and authorized. The Chair or the County Manager is hereby authorized and directed, for and on behalf of the County, to execute and deliver the final Official Statement in



substantially the form and with substantially the same content as the Preliminary Official Statement on file with the County, with such changes as may be approved by the County Manager. The distribution of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the Certificates is hereby ratified, approved and authorized.

Section 7. Authorization to Execute Collateral Documents. The County Clerk and Recorder (the "Clerk") or Deputy County Clerk and Recorder (the "Deputy Clerk") is each hereby authorized and directed to attest all signatures and acts of any official of the County in connection with the matters authorized by this resolution and to place the seal of the County on any document authorized and approved by this resolution. The Chair, the County Manager and the Clerk or Deputy Clerk and other appropriate officials or employees of the County are hereby authorized to execute and deliver, for and on behalf of the County, any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the aforementioned officers or members of the Board shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms hereof and thereof.

Section 8. No General Obligation Debt. No provision of this resolution, the Ground Lease, the Lease, the Indenture, the Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the County in any ensuing fiscal year beyond the then current fiscal year. The County shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the County in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the County in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the County within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect County debt or other financial obligation whatsoever. No provision of the Ground Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the County to make any payments beyond those budgeted and appropriated for the County's then current fiscal year.

Section 9. Reasonableness of Rentals. The Board hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the County under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Board hereby

determines and declares that the period during which the County has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Board hereby determines that the amount of rental payments to be received by the County from the Trustee pursuant to the Ground Lease, together with the leasing of the Leased Property back to the County pursuant to the Lease, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Ground Lease.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the County acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Board or the County, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration for their sale or purchase, any person purchasing or selling such Certificate specifically waives any such recourse.

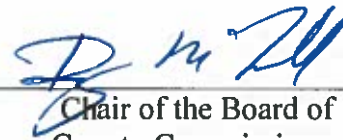
Section 11. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 12. Severability. If any section, subsection, paragraph, clause or provision of this resolution or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the County during the Lease Term and provisions for the conveyance of the Leased Property to the County under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 13. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED this 8/10, 2021.



Chair of the Board of  
County Commissioners

(SEAL)

Attest:

  
County Clerk



STATE OF COLORADO                    )  
   ) SS.            CERTIFICATE OF COUNTY CLERK  
 COUNTY OF FREMONT                 )

I, Justin Grantham, the Clerk and Recorder of Fremont County, Colorado (the “County”), do hereby certify as follows:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Board of County Commissioners of the County (the “Board”) at a regular meeting held on 8/10, 2021.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of 8/10, 2021, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Kevin Grantham	X			
Debbie Bell	X			
Dwayne McFall	X			

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the County seal, attested by the County Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on 8/10, 2021, which notice was posted at least 24 hours before such meeting as provided by law.

[The remainder of this page intentionally left blank.]

WITNESS my hand and the seal of the County affixed this [10] day of [August],  
2021.

(SEAL)



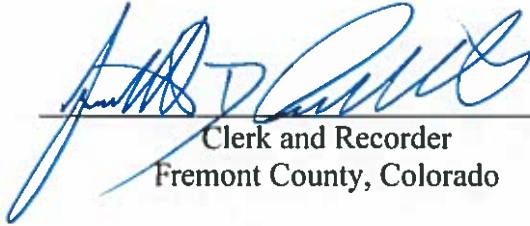
  
Clerk and Recorder  
Fremont County, Colorado

EXHIBIT A

(Attach copy of notice given prior to the [8/10], 2021 meeting)

**A G E N D A**  
**Board of County Commissioners**  
615 Macon Ave, Room LL3  
Cañon City, CO 81212  
Tuesday, August 10, 2021  
9:30 a.m.

- I) Call to Order
- II) Invocation: Alicia Swearingen – Royal Gorge Vineyard
- III) Pledge of Allegiance
- IV) Roll Call
- V) Approval of Agenda
- VI) Consent Agenda:
  - 1. Approval of Minutes / July 27<sup>th</sup>, 2021
  - 2. Approval of Bills for \$ 1,338,890.37
  - 3. Approval of Lease Agreement for Civil Air Patrol Office Space at the Fremont County Airport
  - 4. Ratification of signature on Structure Agreement with Front Range Aggregates, LLC
  - 5. Schedule Public Hearings: None.
- VII) Administrative / Informational
  - 1. Staff / Elected Officials:
    - a. County Clerk’s Monthly Report
    - b. County Manager Report, Sunny Bryant, County Manager
  - 2. Citizens who wish to address the Commissioners on a matter not scheduled on the agenda
- VIII) Old Business for Consideration: None.

**IX) New Business for Consideration:**

- 1. Adoption of the 2022 Fremont County Holiday Schedules**
- 2. Approval of the Resolution Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, a Lease Purchase Agreement, an Escrow Agreement, a Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County, Approving the Forms of Related Documents, and Providing for Other Matters Relating Thereto**

**X) Public Hearings Scheduled for 10:00 a.m.:**

- 1. Request approval of CUP 07-003 Major Modification for an Expansion of a Mining Operation for Front Range Aggregates. Property located at 112 CR 157 in Canon City, CO.  
Representative: David Bieber**