

**September 18, 2013**

**SPECIAL MEETING**

The Board of Commissioners of the County of Fremont, State of Colorado, met in Special Session on September 18, 2013, 615 Macon Avenue, Room LL3, Fremont County Administration Building, Cañon City, Colorado. Commissioner Chairman Debbie Bell called the meeting to order at 1:30 P.M.

Debbie Bell	Commissioner	Present
Tim Payne	Commissioner	Present
Edward H. Norden	Commissioner	Present
Katie Barr	Clerk and Recorder	Absent
Brenda Jackson	County Attorney	Present

Also present: George Sugars, County Manager and Jody Blauser, Chief Deputy Clerk.

Those present recited the Pledge of Allegiance to the Flag of the United States of America.

**APPROVAL OF AGENDA**

**Commissioner Norden** moved to approve the agenda. Commissioner Payne seconded the motion. Upon Vote: Commissioner Norden, aye; Commissioner Payne, aye; Commissioner Bell, aye. The motion carried.

**NEW BUSINESS**

1. Presentation of the 2012 Audit Report

**Auditor John Cutler** presented the 2012 Audit. It received the Standard Report which is considered the good report. The General Fund is down, but nothing to worry about. The Financial Statement is pretty standard. Some prior period adjustments were made from previous audits to make it more accurate.

**Commissioner Norden** moved to accept the 2012 Audit Report from Cutler & Associates. Commissioner Payne seconded the motion. Upon Vote: Commissioner Norden, aye; Commissioner Payne, aye; Commissioner Bell, aye. The motion carried.

2. Consideration of a Resolution authorizing the execution and delivery of a second amendment to ground lease agreement, a second amendment to lease purchase agreement, a third amendment to lease purchase agreement, an escrow agreement, a continuing disclosure agreement, and official statement, and related documents by the County; approving the forms of related documents; and providing for other matters relating thereto. 2013 A COPS

**County Attorney Jackson** stated we are amending the two lease agreements (items #2 & #3) to eliminate the requirement for Business Interruption Insurance with the permission of the NVIA which holds the indebtedness and holds the collateral since it is unavailable and not offered to governmental agencies. It appears they will consent to this amendment.

**Commissioner Norden** moved to approve Resolution #38 for 2013 Series A Certificates of Participation to eliminate the requirement for Business Interruption Insurance. Commissioner Payne seconded the motion. Upon Vote: Commissioner Norden, aye; Commissioner Payne, aye; Commissioner Bell, aye. The motion carried. Resolution #38 is attached.

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3. Consideration of a Resolution authorizing the execution and delivery of a ground and improvement lease agreement, a lease purchase agreement, an escrow agreement, a continuing disclosure agreement, an official statement, and related documents by the County; approving the forms of related documents; and providing for other matters relating thereto. 2013 B COPS

**Commissioner Payne** moved to approve Resolution #39 for 2013 Series B Certificates of Participation to eliminate the requirement for Business Interruption Insurance. Commissioner Norden seconded motion. Upon Vote: Commissioner Payne, aye; Commissioner Norden, aye; Commissioner Bell, aye. The motion carried. Resolution #39 is attached.

**Chairman Bell** adjourned the meeting at 1:38 P.M.

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Clerk and Recorder

September 18, 2013

STATE OF COLORADO )  
 ) SS.  
COUNTY OF FREMONT )

The Board of County Commissioners (the "Board") of Fremont County, Colorado, met in special session in the County Courthouse, in Cañon City, Colorado, being the regular meeting place of the Board, on September 18, 2013, at the hour of 1:30 p.m., pursuant to notice and call duly given to each member of the Board.

The meeting was called to order by the presiding officer, and upon roll call the following members were found to be present, constituting a quorum:

Present:  
Chair: Debbie Bell  
Other Commissioners: Timothy R. Payne  
Edward H. Norden

Absent: None

There were also present:  
County Manager: George Sugars  
County Attorney: Brenda L. Jackson, Esq.  
County Budget and Finance Officer: Sunny Bryant

A resolution was introduced, the text of which is as follows:

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FREMONT COUNTY, COLORADO  
RESOLUTION NO. 38

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO GROUND LEASE AGREEMENT, A SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT, A THIRD AMENDMENT TO LEASE PURCHASE AGREEMENT, AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, AN OFFICIAL STATEMENT, AND 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 authorized, pursuant to Sections 30-11-101(b) and (c) and 30-11-104.1, Colorado Revised Statutes, as amended, to enter into lease-purchase agreements for the purpose of financing County buildings and equipment for governmental purposes (including a suitable jail and courthouse), and to purchase, sell, convey, and lease, as lessor or as lessee, real and personal property; and

WHEREAS, the County is currently the owner of certain real estate located in the County (the "Site," as further defined in the below described Current Lease); and

WHEREAS, the County has heretofore entered into: (i) that certain Ground Lease Agreement, dated as of August 1, 2003, as amended by that certain First Amendment to Ground Lease Agreement, dated as of September 1, 2012 (collectively, the "Current Ground Lease"), between the County, as lessor, and the Fremont County Finance Corporation (the "Corporation"), as lessee, for the purpose of leasing the Site to the Corporation; and (ii) that certain Lease Purchase Agreement, dated as of August 1, 2003, as amended by that certain First Amendment to Lease Purchase Agreement, dated as of September 1, 2012 (collectively, the "Current Lease"), between the Corporation, as lessor, and the County, as lessee, for the purposes of (a) subleasing the Site from the Corporation and (b) leasing the Criminal Justice Facility (as defined in the Current Lease) and the Judicial Services Facility (as defined in the Current Lease) constructed on the Site, from the Corporation; and

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust, dated as of August 1, 2003, as supplemented by that certain First Supplement to Mortgage and Indenture of Trust, dated as of September 1, 2012 (collectively, the "Current Indenture"), between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"), there have heretofore been executed and delivered certain Certificates of Participation, Series 2003A (the "2003A Certificates"), and Certain Refunding Certificates of Participation Series 2012 (the "2012 Certificates"), evidencing assignments of proportionate interests in the rights to receive certain revenues pursuant to the Current Lease; and

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WHEREAS, the 2003A Certificates were executed and delivered in part to acquire, construct, equip and install certain improvements to the Criminal Justice Facility and the 2012 Certificates were executed and delivered to advance refund a portion of the 2003A Certificates; and

WHEREAS, in connection with the execution and delivery of the 2003A Certificates, the Trustee, the Corporation, the County and JPMorgan Chase Bank, N.A. (the "Provider"), with the consent of the insurer of the 2003A Certificates, entered into that certain Reserve Forward Delivery Agreement, dated as of July 31, 2003 (the "2003A Reserve Forward Delivery Agreement") with respect to the investment of the Reserve Fund (as defined in the Current Indenture) related to the 2003A Certificates; and

WHEREAS, in connection with the execution and delivery of the 2012 Certificates, the Trustee, the Corporation, the County and JPMorgan Chase Bank, N.A. (the "Provider"), with the consent of the insurer of the 2003A Certificates, entered into that certain First Amendment to Reserve Forward Delivery Agreement, dated as of September 12, 2012 (the "First Amendment to Reserve Forward Delivery Agreement," and together with the 2003A Reserve Forward Delivery Agreement, the "Current Reserve Forward Delivery Agreement") with respect to the investment of the Reserve Fund related to the 2003A Certificates and the 2012 Certificates; and

WHEREAS, the Board of County Commissioners of the County (the "Board") has determined, and does hereby determine, that it is in the best interest of the County and its citizens and inhabitants and in furtherance of the County's governmental functions and operations to cause the execution and delivery of the below-defined 2013 Certificates for the purposes of: (a) current refunding, together with other available monies of the County, all of the outstanding aggregate principal amount of the 2003A Certificates (the "Refunding") to refinance the Project (as defined in the Current Lease) and thus restructure certain of its cash flows; and (b) paying the costs of executing and delivering the 2013 Certificates; and

WHEREAS, prior to completing the Refunding, the Board has determined, and does hereby determine, that it is in the best interest of the County and its citizens and inhabitants that a Second Amendment to Lease Purchase Agreement (the "Second Lease Amendment") be executed and delivered by and between the Corporation, as lessor, and the County, as lessee, with the consent of the insurer of the 2003A Certificates, for the purpose of eliminating and/or revising certain of the insurance requirements set forth in the Current Lease and relating to the Project; and

WHEREAS, in order for the Corporation to assign the Second Lease Amendment to the Trustee and further secure the 2003A Certificates, it is also necessary for the Corporation and the Trustee, with the consent of the insurer of the 2003A Certificates, to enter into a Second Supplement to Mortgage and Indenture of Trust (the "Second Supplemental Indenture"), which shall be executed by the Corporation and the Trustee prior to completing Refunding; and

WHEREAS, to effectuate the Refunding, it is necessary for the County to enter into: (i) a Second Amendment to Ground Lease Agreement between the County, as lessor, and the Corporation, as lessee (the "Second Ground Lease Amendment," and together with the Current Ground Lease, the "Ground Lease"), which supplements and amends in certain respects the Current Ground Lease; (ii) a Third Amendment to Lease Purchase Agreement between the Corporation, as

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lessor, and the County, as lessee (the "Third Lease Amendment," and together with the Current Lease and the Second Lease Amendment, the "Lease"), which supplements and amends in certain respects the Current Lease; (iii) an Escrow Agreement by and among the County, the Corporation, and U.S. Bank National Association, as escrow bank (the "Escrow Agreement"); (iv) a Continuing Disclosure Agreement between the County and U.S. Bank National Association, as dissemination agent (the "Continuing Disclosure Agreement"); and (v) a Second Amendment to Reserve Forward Delivery Agreement among the Trustee, the County, the Corporation and the Provider (the "Second Amendment to Reserve Forward Delivery Agreement"), which supplements and amends in certain respects the Current Reserve Forward Delivery Agreement; and

WHEREAS, to accomplish the Refunding, certain Refunding Certificates of Participation, Series 2013 (the "2013 Certificates"), evidencing assignments of proportionate interests in the rights to receive certain revenues pursuant to the Lease, will be executed and delivered pursuant to the 2003 Indenture, as supplemented and amended by (i) that certain First Supplement to Mortgage and Indenture of Trust, dated as of September 1, 2012, between the Corporation and the Trustee (the "First Supplemental Indenture"), (ii) the Second Supplemental Indenture, and (iii) that certain Third Supplement to Mortgage and Indenture of Trust between the Corporation and the Trustee (the "Third Supplemental Indenture," and together with the 2003 Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"); and

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

WHEREAS, the net proceeds of the 2013 Certificates are expected to be used, together with other available monies of the County, to effectuate the Refunding; 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 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 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, no member of the Board has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this resolution; and

WHEREAS, there have been presented to the Board and are on file at the County offices the following: (i) the proposed form of the Second Ground Lease Amendment; (ii) the proposed form of the Second Lease Amendment; (iii) the proposed form of the Third Lease Amendment; (iv) the proposed form of the Second Supplemental Indenture, (v) the proposed form of the Third Supplemental Indenture, (vi) the proposed form of the Escrow Agreement; (vii) the proposed form of the Continuing Disclosure Agreement; (viii) the proposed form of the Second Amendment to Reserve Forward Delivery Agreement; and (ix) the proposed form of the Preliminary

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Official Statement (the "Preliminary Official Statement") prepared in connection with the offer and sale of the 2013 Certificates; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (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; and

WHEREAS, all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the authorization of the Second Ground Lease Amendment, the Second Lease Amendment, the Third Lease Amendment and related documents exist, have happened and have been performed in regular and due time, form and manner as required by law, and it is appropriate for the Board to adopt this Resolution at this time.

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, agents or employees of the Board or the County, relating to the implementation of the Refunding, the execution and delivery of the Ground Lease, the Lease and related documents, the preparation of the Preliminary Official Statement, and the execution and delivery of the 2013 Certificates is hereby ratified, approved and confirmed. The designation of the Preliminary Official Statement by the Chair of the Board (the "Chair") as "final" for purposes of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, except for omissions permitted by the Rule, is hereby authorized, approved and confirmed.

Section 2. Finding of Best Interests. The Board hereby finds and determines, pursuant to the Constitution and laws of the State, that the implementation of the Refunding and the financing of the costs thereof pursuant to the terms set forth in the Ground Lease, the Lease and the Indenture, together with other available moneys of the County, is necessary, convenient and in furtherance of the County's purposes and is in the best interests of the County and its citizens and inhabitants, 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, the County Manager (the "Manager") and the County Budget and Finance Officer (the "Finance Director") the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Refunding, the Second Ground Lease Amendment, and the Third Lease Amendment, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including, without limitation, the term of the Ground Lease and the Lease and the rental amount to be paid by the County pursuant to the Lease, subject to the following parameters and restrictions: (a) the aggregate principal amount of 2013 Base Rentals payable by the County pursuant to the Third Lease Amendment shall not exceed \$11,000,000; (b) the maximum amount of Base Rentals payable by the County pursuant to the Lease in any fiscal year shall not exceed \$2,003,812.50; (c) the maximum net effective interest rate on the interest

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component of the 2013 Base Rentals payable pursuant to the Third Lease Amendment shall not exceed 6.00%, (d) the maximum term of the Ground Lease, as set forth in the Second Ground Lease Amendment shall not extend beyond December 31, 2049, and (e) the maximum term of the Lease, as set forth in the Third Lease Amendment shall not extend beyond December 31, 2039. In addition, the 2013 Base Rentals shall be payable on June 1 and December 1 in each year.

Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to each of the Chair, the County Manager or the Finance Director the authority to sign a contract for the purchase of the 2013 Certificates or to accept a binding bid for the 2013 Certificates and to execute any agreement or agreements in connection therewith.

The delegation set forth in this Section 3 shall be effective for one year following the date hereof.

Section 4. Approval of Documents. The Second Ground Lease Amendment, the Second Lease Amendment, the Third Lease Amendment, the Escrow Agreement, the Continuing Disclosure Agreement and the Second Amendment to Reserve Forward Delivery Agreement (collectively, the "County Documents"), in substantially the forms presented to the Board and on file with the County, are in all respects approved, authorized and confirmed, and the Chair is hereby authorized and directed for and on behalf of the County to execute and deliver the County Documents in substantially the forms and with substantially the same contents as those presented to the Board and 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. The signature of the Chair on the County Documents shall evidence the County's approval and authorization of the same. The County hereby further consents to the execution of the Second Supplemental Indenture and the Third Supplemental Indenture by the Corporation and the Trustee.

Section 5. Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement presented to the Board and on file with the County, is in all respects approved and authorized. The Chair 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 presented to the Board and on file with the County, with such changes as may be approved by the Chair, the County Manager or the Finance Director. The distribution of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the 2013 Certificates is hereby ratified, approved and authorized.

Section 6. Authorization to Execute Collateral Documents. The Clerk or Deputy County Clerk and Recorder (the "Deputy Clerk") are 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 and the Clerk or Deputy Clerk and other appropriate officials or employees of the County are hereby authorized and directed to execute or attest, as applicable, 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

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out the transactions and other matters authorized by this resolution. The execution of any instrument by the appropriate officers of the County or members of the Board shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms hereof.

Section 7. No General Obligation Debt. No provision of this resolution, the Ground Lease, the Lease, the Indenture or the 2013 Certificates (collectively, the "Transaction Documents") 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 2013 Certificates except in connection with the payment of the 2013 Base Rentals 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 2013 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 Transaction Documents 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. None of the Transaction Documents 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 8. Reasonableness of Base Rentals. The Board hereby determines and declares that the Base Rentals due under the Lease, including the maximum amount of 2013 Base Rentals authorized pursuant to Section 3 hereof, constitute the fair rental value of the Project and 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 Corporation's interest in the Project pursuant to the Lease. The Board hereby determines and declares that the period during which the County has an option to purchase the Corporation's interest in the Project (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Project.

Section 9. Exercise of Option; Direction to Trustee. In order to effect the Refunding, the Board has elected and does hereby declare its intent to exercise on the behalf and in the name of the County its option to redeem all of the outstanding 2003A Certificates (the "Refunded Certificates"), on December 15, 2013, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, without premium. The County hereby irrevocably instructs the Trustee for the 2003A Certificates to give notice of refunding and defeasance to the owners of the Refunded Certificates in accordance with the provisions of the Current Indenture and the Escrow Agreement.

Section 10. County Representative. The Board hereby determines that the person initially and currently designated as the County Representative, as defined and as further provided in the Lease, shall be Sunny Bryant, or such other person who serves as Finance Director for the County. The County shall furnish the Corporation and the Trustee with a written certificate

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containing the specimen signature of the County Representative and signed by the Chair. The designation of the County Representative may be changed by resolution hereafter adopted by the Board.

Section 11. 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 of, redemption premiums, if any, and interest with respect to the 2013 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 2013 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such Certificate specifically waives any such recourse.

Section 12. 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. Further, Resolution No. 32, Series of 2013, adopted by the Board on August 13, 2013 is hereby repealed and superseded in its entirety by the provisions of this resolution. This repealer shall not be construed as reviving any bylaw, order, or resolution of the County, or part thereof, heretofore repealed.

Section 13. 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 by the County during the Lease Term, provisions for the quiet enjoyment of the Project by the County during the Lease Term and provisions for the conveyance of the Corporation's interest in the Project 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.

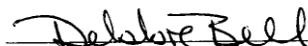
Section 15. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

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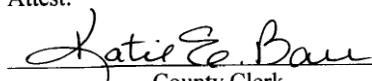
PASSED, ADOPTED AND APPROVED this September 18, 2013.



(SEAL)

  
Chair of the Board of  
County Commissioners

Attest:

  
County Clerk

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The motion for the adoption of the resolution was then made. The question being upon the adoption of the resolution, the roll was called with the following result:

Those Voting Yes: Commissioner Norden  
Commissioner Payne  
Commissioner Bell

Those Voting No: None

Those Absent: None

The presiding officer thereupon declared that a majority of the members of the Board had voted in favor of the resolution, and that the motion was carried and that the resolution had been adopted.

Other business not concerning the refinancing of the Project was thereupon considered.

There being no further business, upon motion duly made, seconded and unanimously carried, the Board adjourned.

Deborah Bell  
Chair of the Board of  
County Commissioners



Attest:

By: Katie E. Bau  
County Clerk

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STATE OF COLORADO            )  
  ) SS.  
COUNTY OF FREMONT         )

I, the undersigned County Clerk and Recorder of Fremont County, Colorado, do hereby certify that the foregoing pages 1 through 10, inclusive, are a true, correct and complete copy of the record of proceedings of the Board of County Commissioners of Fremont County, Colorado, insofar as such proceedings relate to the resolution contained therein, had and taken at a lawful, special meeting of said Board held at the County Courthouse, in Cañon City, Colorado, on September 18, 2013, commencing at the hour of 1:30 p.m., as recorded in the regular official book of the proceedings of the County kept in my office; that said proceedings were duly had and taken as therein shown; that the meeting therein shown was duly held and was open to the public at all times; and that the persons therein were present at said meeting as therein shown.

Attached hereto as Exhibit A is a true and correct copy of the notice of the special meeting on September 18, 2013, which was duly given and posted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County this September 18, 2013.



*Katie E. Bau*  
\_\_\_\_\_  
County Clerk and Recorder

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EXHIBIT A

(Attach copy of notice given prior to the September 18, 2013 meeting)

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STATE OF COLORADO            )  
  ) SS.  
COUNTY OF FREMONT         )

The Board of County Commissioners (the "Board") of Fremont County, Colorado, met in special session in the County Courthouse, in Cañon City, Colorado, being the regular meeting place of the Board, on September 18, 2013, at the hour of 1:30 p.m., pursuant to notice and call duly given to each member of the Board.

The meeting was called to order by the presiding officer, and upon roll call the following members were found to be present, constituting a quorum:

Present:  
    Chair:                                 Debbie Bell  
    Other Commissioners:                Timothy R. Payne  
  Edward H. Norden

Absent:                                     None

There were also present:  
    County Manager:                     George Sugars  
    County Attorney:                    Brenda L. Jackson, Esq.  
    County Budget and Finance Officer: Sunny Bryant

A resolution was introduced, the text of which is as follows:

September 18, 2013

FREMONT COUNTY, COLORADO  
RESOLUTION NO. 39

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 AGREEMENT, AN OFFICIAL STATEMENT, AND 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 Board of County Commissioners of the County (the "Board") has determined, and does hereby determine, that it is in the best interest of the County and its inhabitants and in furtherance of the County's governmental functions and operations to cause the execution and delivery of the below-defined Certificates for the purposes of: (a) refunding certain outstanding Certificates of Participation, Series 2010 (the "2010 Certificates"), maturing on and after December 15, 2014 (the "Refunded Certificates"), which represent assignments of the right to receive certain revenues pursuant to a Lease Purchase Agreement, dated as of April 1, 2010, between UMB Bank, n.a., as trustee, as lessor, and the County, as lessee, (b) (i) acquiring and equipping an additional building or buildings for County purposes, (ii) abating asbestos in the County's administration building, (iii) acquiring and/or constructing control systems upgrades in the County's jails, and/or (iv) acquiring vehicles for County departments, (c) funding a debt service reserve for the Certificates, and (d) paying the costs of executing and delivering the Certificates (collectively, the "Project"); and

WHEREAS, to accomplish the Project, the County has determined to (a) lease a certain parcel of land and the building or buildings located thereon (collectively, the "Leased Property") to UMB Bank, n.a., solely in its capacity as trustee under the below-defined Indenture (the "Trustee"), pursuant to a Ground and Improvement Lease Agreement (the "Ground and Improvement Lease") between the County, as lessor, and the Trustee, as lessee, and (b) sublease the Leased Property from the Trustee pursuant to a Lease Purchase Agreement (the "Lease") between the Trustee, as lessor, and the County, as lessee; and

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WHEREAS, the County's obligation under the Lease to pay Base Rentals and Additional Rentals (both as defined in the Lease) 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 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 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, there has been presented at this meeting of the Board the form of an Indenture of Trust (the "Indenture") to be entered into by the Trustee, pursuant to which the Trustee will execute and deliver one or more series of certificates of participation (collectively, the "Certificates"), representing assignments of the right to receive certain revenues pursuant to the Lease, in order to finance the Project; and

WHEREAS, there has been presented at this meeting of the Board the form of a Preliminary Official Statement, which will be used in connection with the sale of the Certificates (the "Preliminary Official Statement"); and

WHEREAS, there has been presented at this meeting of the Board the form of a Certificate Purchase Agreement between George K. Baum & Company (the "Purchaser") and the Trustee relating to the initial sale of the Certificates to the Purchaser (the "Certificate Purchase Agreement"); and

WHEREAS, there has been presented at this meeting of the Board the form of a Continuing Disclosure Agreement between the County and the Trustee, as dissemination agent (the "Continuing Disclosure Agreement"), which relates to the County's continuing disclosure responsibilities with respect to the Certificates; and

WHEREAS, there has been presented at this meeting of the Board the form of an Escrow Agreement between the County and the Trustee, as escrow bank (the "Escrow Agreement"), which relates to the holding and disbursing of those proceeds of the Certificates and other monies contributed by the County to pay, defease, and refund the 2010 Certificates; and

WHEREAS, there are on file in the offices of the County Clerk and Recorder (the "Clerk") the form of each of the following: (a) the Ground and Improvement Lease; (b) the Lease; (c) the Escrow Agreement; (d) the Continuing Disclosure Agreement; (e) the Indenture; (f) the Certificate Purchase Agreement; and (g) the Preliminary Official Statement; 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:

September 18, 2013

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 leasing and the subleasing of the Leased Property and the financing of the Project is hereby ratified, approved and confirmed. The Board hereby ratifies, approves and confirms any designation of the Preliminary Official Statement by the Chair as a "nearly final Official Statement" for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission.

Section 2. Leasing of Leased Property. The Board hereby finds and determines pursuant to the Constitution and laws of the State of Colorado that the leasing and the subleasing of the Leased Property to and from the Trustee under the terms and provisions set forth in the Ground and Improvement Lease and the Lease, respectively, is necessary, convenient and in furtherance of the governmental purposes of the County and is in the best interests of the County and its inhabitants; and the Board hereby authorizes such leasing and subleasing of the Leased Property under the terms and provisions of the Ground and Improvement Lease and the Lease, respectively. The Board hereby further finds and determines that the Project serves a governmental purpose and is advantageous to and in the best interests of the County and its inhabitants (a) because the refunding of the Refunded Certificates will restructure certain of its cash flows and (b) because the improvements and equipment being financed are necessary and useful to the County's continuing governmental operations. The County acknowledges that the Leased Property is currently being leased to the Trustee pursuant to a Ground and Improvement Lease Agreement, dated as of April 1, 2010 (the "2010 Ground and Improvement Lease"), and being leased back from the Trustee pursuant to a Lease Purchase Agreement, dated as of April 1, 2010 (the "2010 Lease"); however, the 2010 Ground and Improvement Lease and the 2010 Lease will be terminated on the date the Ground and Improvement Lease and the Lease are executed and delivered.

Section 3. Supplemental Act; Parameters. The Board hereby elects to apply all of the Supplemental Act to the Lease and, in connection therewith, delegates to each of the Chair of the Board (the "Chair"), the County Manager (the "Manager") or the County Budget and Finance Officer (the "Finance Director") the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Ground and Improvement 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 and Improvement Lease, the rental amount to be received by the County pursuant to the Ground and Improvement Lease, the rental amount to be paid by the County pursuant to the Lease, the maximum amount of Base Rentals payable by the County pursuant to the Lease in any fiscal year, and the term of the Lease, subject to the following parameters and restrictions: (a) the term of the Ground and Improvement Lease shall end no later than December 31, 2043; (b) the amount of rental payments to be received by the County pursuant to the Ground and Improvement Lease shall not be less than \$7,000,000; (c) the aggregate principal amount of the Base Rentals payable by the County pursuant to the Lease shall not exceed \$8,500,000; (d) the maximum amount of Base Rentals payable by the County pursuant to the Lease in any fiscal year shall not exceed \$1,000,000; (e) the Lease Term (as defined in the Lease) shall end no later than December 31, 2033; and (f) the maximum net effective interest rate on the interest component of the Base Rentals payable pursuant to the Lease shall not exceed 5.50%.

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Section 4. Approval of County Documents. The Ground and Improvement Lease, the Lease, the Escrow Agreement, and the Continuing Disclosure Agreement (collectively, the "County Documents"), in substantially the forms presented to the Board and on file with the County, are in all respects approved, authorized and confirmed, and the Chair or the Manager is hereby authorized and directed for and on behalf of the County to execute and deliver the County Documents in substantially the forms and with substantially the same contents as those presented to the Board and 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. The signature of the Chair or the Manager on the County Documents shall evidence the County's approval and authorization of the same.

Section 5. Approval of Indenture. The Board hereby approves the execution and delivery by the Trustee of the Indenture, in substantially the form and with substantially the same content as presented to the Board and on file with the County.

Section 6. Certificate Purchase Agreement. The Board hereby approves the execution and delivery by the Purchaser and the Trustee of the Certificate Purchase Agreement, in substantially the form and with substantially the same content as presented to the Board and on file with the County.

Section 7. Approval of Official Statement. A final Official Statement, in substantially the form of the Preliminary Official Statement presented to the Board and on file with the County, is in all respects approved and authorized. The Chair 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 presented to the Board and on file with the County, with such changes as may be approved by the Chair or the Finance Director. 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 8. Authorization to Execute Collateral Documents. The Clerk or Deputy County Clerk and Recorder (the "Deputy Clerk") are 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 and the Clerk or Deputy Clerk and other appropriate officials or employees of the County are hereby authorized to execute or attest, as applicable, 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 appropriate officers of the County are authorized to execute on behalf of the County agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this resolution, and are specifically authorized and directed hereby to invest such funds in Permitted Investments as are defined and provided in the Indenture. 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.

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Section 9. No General Obligation Debt. No provision of this resolution, the County Documents, the Indenture, the Certificates or the Preliminary or final Official Statement (collectively, the "Transaction Documents") 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 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 Transaction Documents 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. None of the Transaction Documents 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 10. Reasonableness of Rentals. The Board hereby determines and declares that the Base Rentals, as set forth in the Lease, 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 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 Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Board hereby further determines and declares that the amount of rental payments to be received by the County from the Trustee pursuant to the Ground and Improvement Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Ground and Improvement Lease.

Section 11. County Representative. The Board hereby determines that the person designated as the County Representative, as defined and as further provided in the Lease, shall be Sunny Bryant, the Finance Director. The County Representative may be changed by resolution hereafter adopted by the Board.

Section 12. 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 of, redemption premiums, if any, and interest with respect to 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 of their sale or purchase, any person purchasing or selling such Certificate specifically waives any such recourse.

Section 13. 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

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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 14. 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. Further, Resolution No. 33, adopted by the Board on August 13, 2013 is hereby repealed and superseded in its entirety by the provisions of this resolution. This repealer shall not be construed as reviving any bylaw, order, or resolution of the County, or part thereof, heretofore repealed.

Section 15. Effective Date. This resolution shall be in full force and take effect immediately upon its passage and approval.

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PASSED, ADOPTED AND APPROVED this September 18, 2013.



Debra Reel  
Chair of the Board of  
County Commissioners

Attest:

Katie E. Baw  
County Clerk

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The motion for the adoption of the resolution was then made. The question being upon the adoption of the resolution, the roll was called with the following result:

Those Voting Yes: Commissioner Payne  
Commissioner Norden  
Commissioner Bell

Those Voting No: None

Those Absent: None

The presiding officer thereupon declared that a majority of the members of the Board had voted in favor of the resolution, and that the motion was carried and that the resolution had been adopted.

Other business not concerning the financing of the Project was thereupon considered.

There being no further business, upon motion duly made, seconded and unanimously carried, the Board adjourned.

Delbert Bell  
 Chair of the Board of  
 County Commissioners



Attest:

By: Katie E. Baum  
 County Clerk



September 18, 2013

EXHIBIT A

(Attach copy of notice given prior to the September 18, 2013 meeting)