

March 8th, 2011

FIFTH MEETING

The Board of Commissioners of the County of Fremont, State of Colorado, met in Regular Session on March 8th, 2011, 615 Macon Avenue, Room LL3, Fremont County Administration Building, Cañon City, Colorado. Commission Chairman Edward H. Norden called the meeting to order at 9:30 A.M.

Edward H. Norden	Commissioner	Present
Michael J. Stiehl	Commissioner	Present
Debbie Bell	Commissioner	Present
Brenda Jackson	County Attorney	Present
Katie Barr	Clerk and Recorder	Present

Also present: Bill Giordano, Planning and Zoning Director; George Sugars, County Manager, and Jody Blausser Deputy Clerk.

Pastor Tom Killgore of First Southern Baptist Church gave the Morning Prayer.

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

APPROVAL OF AGENDA

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

CONSENT AGENDA

Commissioner Bell moved to approve the consent agenda. Commissioner Stiehl seconded the motion. Upon vote: Commissioner Bell, aye; Commissioner Stiehl, aye; Commissioner Norden, aye. The motion carried.

County Attorney Brenda Jackson stated the scheduling of the public hearings were not on the consent agenda and would need to be a separate action. Commissioner Norden noted these items would normally be on the consent agenda. Commissioner Stiehl moved to schedule the three public hearings as follows:

SCHEDULE OF PUBLIC HEARING: TUESDAY MARCH 22, 2011 10:00 A.M.

Colorado Holiday Properties LLC
Prospectors RV Resort
43595 Hwy. 50 West
Canon City, CO 81212
Retail Liquor Store License

SCHEDULE OF PUBLIC HEARING: TUESDAY APRIL 12, 2011 AT 10:00 A.M.

REQUEST: SRU 11-001 8 MILE RANCH KENNEL

Request approval of a Special Review Use Permit, Department file #SRU 11-001 8 Mile Ranch Kennel, by Jeffrey Charles and Kareen Buckner, to allow for a dog kennel which will house up to a total of twenty dogs (no specific breeds) and ten cats for the purposes of day time and overnight boarding and grooming, on property they own.

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The property is located approximately one mile east of Fremont County Road #3A, on the south side of U.S. Highway 50, approximately 1290 feet south of U.S. Highway 50 in the Eight Mile Area.

Representative: Matt Koch, Cornerstone Land Surveying, LLC

SCHEDULE OF PUBLIC HEARING: TUESDAY APRIL 12, 2011 10:00 A.M.

REQUEST: SRU 10-008 AT&T CELL TOWER COTOPAXI

Request approval of a Special Review Use Permit, Department file #SRU 10-008 AT&T Cell Tower – Cotopaxi, by AT&T Wireless, for property which is owned by Cotopaxi Consolidated Schools, to allow for the installation of a one-hundred foot monopole, which will contain six antennas, an equipment shelter, an ice bridge, a meter rack, and a telco cabinet. The property is generally located approximately 1/3 mile north of the intersection of U.S. Highway 50 and County Road #12, on the west side of Fremont County Road #12, in the Cotopaxi Area.

Representative: Jeremy D. Mironas E.I., Tower Engineering Professionals, Inc.

Commissioner Bell seconded the motion. Upon vote: Commissioner Stiehl, aye; Commissioner Bell, aye; Commissioner Norden, aye. The motion carried.

ADMINISTRATIVE/INFORMATIONAL

1. Administrative and Elected Officials

County Clerk, Katie Barr gave her report for the month of February 2011. Total fees collected for the month of February were \$635,438.23. Of the money collected in February the County got to keep \$329,500 which was about 52%. Last year fees collected were \$694,274.02 and the County kept \$385,647 which is about 56%. Fees collected for 2011 are down \$56,147 from this time last year. Commissioner Bell moved to accept the County Clerk's report for the month of February 2011. Commissioner Stiehl seconded the motion. Upon Vote: Commissioner Bell, aye; Commissioner Stiehl, aye; Commissioner Norden, aye. The motion carried.

County Manager, George Sugars gave his report of sales and use tax the County collected for February 2011. Retail sales tax is up .5% from last year. Auto use tax is down 6.79% from last year. Construction use tax is up 34% from 2010. Overall sales and use tax is up .5% from last year.

Commissioner Norden noted the bid awarded a few weeks ago for the water line at Pathfinder Park has progressed rapidly. There is now water to the Restroom on the County side of the property. The work that was scheduled to be completed by June will be completed by the end of March. Then the final report will be submitted to GOCO so the County can receive some cash for the completed project.

Commissioner Bell said she had attended the Fremont Cattlemens Association Annual Banquet on Saturday. Albert Molello of Penrose was presented an award for Honorary Ex-Officio lifetime member. His wife Donnie was also present to accept the well deserved award. The Fremont Cattlewomen honored four of their own members at the banquet as well. Ethel Canterbury, Helen Shoemaker, Leona Draper, and Betty Chess were recognized for their many years of service. Two of these ladies were original members of the Fremont County Cowbells, the original club name, formed in 1953. The other two ladies joined the club in the 1960's. These women have spent most of their lives in the farming and ranching industry. Bell congratulated all of the members on their achievements.

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Commissioner Norden noted last week Allison Cortner and her Assistant from Southern Colorado Economic Development District hosted three of the seminar planning meetings to scope out economic development needs across Fremont County. She met with dozens of Fremont County residents. The Florence meeting had 17 people in attendance. There were 11 people at the Cotopaxi meeting. The Canon City meeting had 47 residents in attendance. Norden wished there had been more citizens at all of the meetings. He encouraged everyone to go to the website, SCEDD.ORG and view the powerpoint presentation of Fremont County. The presentation gives statistical information and tax base information for Fremont County. Norden said there is a form on the website for residents to fill out for suggested projects in the County. These forms were also available at the meetings. The forms will be part of the Fremont County report delivered to Governor Hickenlooper as part of his “Bottom Up Campaign” for economic development in Colorado.

Commissioner Norden wanted to follow up on the County payroll questions presented at the February 22nd Board meeting. Norden had been contacted by a T.V. station wanting to know if the Board would be taking action on the issue at today’s meeting. He wanted to advise the public of what he had told the reporter. A follow up meeting was held on February 22nd with Elected Officials, Department Heads, and the Deputies who were at the Board meeting. A decision was made to offer another solution to the employee’s that was brought about by Sheriff Beicker, and supported by County Assessor Seifert. Employees would be allowed to use up to 40 hours of vacation time if they have accrued that much, to offset the payroll adjustment. This would be for the April 15th payroll. George Sugars said memos have been sent out to Department Heads and Elected Officials to distribute to the employees. Norden said employees will be given three options for the payroll adjustment week. Employees may accept the adjustment as is, or they may choose a pay advance that will be paid back by the employee over the next 18 pay periods, or cash in up to 40 hours of accrued vacation and comp time. Those in attendance at this meeting were in full support of these three options.

2. Citizens Not Scheduled:

Donald Taton said he is a lifelong residence of Fremont County as is his Aunt Linda. She went to use the Pathfinder Arena. She was told it would cost \$50 for three hours and she would have to sign a waiver. He agreed the waiver should be signed, but wants to know what the \$50 fee is for. When Donald came to the County Building he was told the fee is \$10 per hour and is used for maintenance. Donald wants to know who implemented the fees and did they call around for prices of other arenas in the area. The rodeo grounds charge \$25 per year. The private arena in Penrose is free of charge. He wants to know what fund the fees go to. Donald thought the Recreation District maintained the grounds. Commissioner Norden said the Board of County Commissioner adopted the fees. Norden told Donald the Board had researched a number of government operated facilities in Pueblo, Chaffee, and Gunnison and Jefferson Counties. The Board had come up with a fee schedule for renting the arena. There will be a fee for the lights if being used. The County incurs a \$250 demand charge every time the lights are turned on. Norden explained the arena is County property, not the Recreation Districts land, so the County is responsible for any maintenance of the arena. The Board of Commissioners does not have a Parks Department so the maintenance is handled by the Extension Director, Tommy Covington. When the restrooms are opened up, there will be additional cost to the County to maintain them as well. Donald asked where the money goes that is collected. Norden replied it goes into the County’s General fund to offset the cost of maintenance of the arena. Norden said the County has strict guidelines for the maintenance of the arena because of the way the arena was built. Commissioner Norden said the arena was engineered with a peak in the middle of it so that it would drain well. Donald asked if there was a public hearing on the fees. Norden said yes there was a public hearing a few years ago before the fees were adopted. Donald mentioned that many people were not aware of the fees. He asked if there is a report the public can see on how much is paid each month for maintenance.

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Commissioner Stiehl said the information is not published, but it is available. Donald believes there should be another public hearing regarding the fees. Commissioner Norden said there will be a public hearing regarding the fees for the lights. Donald believes the County needs to be more fiscally responsible, and there are places that can be cut within the County.

OLD BUSINESS

PROPOSED AMENDMENT TO THE FREMONT COUNTY ZONING RESOLUTION

Request approval of a proposed amendment to the Fremont County Zoning Resolution which was tabled from the November 23, 2010 Board meeting. If approved the change would add Contractor's Yard/Home Occupation and Wind Energy – Small to the Fremont County Zoning Resolution.

REPRESENTATIVE: Fremont County Planning & Zoning Department

Bill Giordano, Planning and Zoning Director noted this current proposal has not been published, put in the paper, nor is it on the website as he was waiting to see if it gets accepted today. Giordano requested if the proposal is accepted today, to have a public hearing scheduled for the April meeting. This will give him time to notify the public of the hearing and get the proposal on the website. Giordano said the proposal has been revised several times with numerous changes. Originally they had submitted this to the Board as Home Occupations. The Contractors Yard and the building would be treated as a Home Occupation II and III. They were also going to allow them as Special Review Uses in the three larger Agricultural Zone Districts. These districts include the Agricultural Forestry of 35 acres, the Agricultural Farming/Ranching of 20 acres and Agricultural Living of 10 acres. When reviewing the Home Occupation II use the acreage was an issue. This would allow a Contractors Yard as a Home Occupation in lots that are one acre. They took it out of Home Occupation II and left it in Home Occupation III with restrictions. They did expand it to allowed uses in all of the Agricultural Zone Districts with restrictions. It is allowed in the same Zone Districts as a Special Review. They will allow all of the current uses in place as of the date of the approval of the amendment to continue in place as they are. If they expand, they would have to comply with regulations at that time under section 5.7 of this Resolution. This will only be allowed under the ownership at the time the Resolution takes place. If ownership changes later, this use will not be allowed for the new owners. Giordano noted the Contractors Yard for the Home Occupation allowed uses in the district would have a minimum setback of 75 feet from the property lines unless you have an opaque fence or vegetation screen. If you can comply with the fencing or screening, you will be allowed up to 5000 square feet of storage area and five vehicles. Giordano said the Small Wind Energy Systems proposal is to allow private, free standing roof mounted Small Wind Energy Systems. They must comply with Federal Aviation Administration standards. Other regulations include; property line setbacks, the height of the blades, battery storage, and noise issues. The system must be made of non reflective material, and no lights shall be installed on the system. Commissioner Norden said all of this information will be brought up at the public hearing. Norden noted a lot of the language last fall was brought about by the enforcement of special equipment and mobile machinery (SMM). They have tried to drop the emphasis on SMM equipment as there are other vehicles used in association with the Contractors Yards. Giordano stated that if anyone does not comply as an allowed use or Home Occupation they would have the option of a Special Review. They would have to come before the Planning Commission and the Board of Commissioners. Giordano said the 5000 square feet, the fencing, and the five vehicles should have a minimum impact. Commissioner Stiehl said he is not ready to accept the proposal. Giordano explained they have made so many changes and there has never been a final draft of the proposal. Commissioner Stiehl noted Giordano is only asking the Board to approve placing the draft proposal on the website and scheduling a public hearing. Giordano said that I am not asking for approval of the amendment, just acceptance of the draft to be provided to the public for review.

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Commissioner Bell said all three Commissioners have different ideas and concerns on what needs to happen in Fremont County. She said it has been a long process but eventually they all three came to a consensus. Bell urged the citizens to please look at the website to see what is being proposed, and then come to the public hearing, or send in their comments in writing.

David Higginbotham is the owner of Mountain Plumbing and Heating and currently has a Home Occupation II. He said he looks forward to viewing the proposal on the website. He has a small business that will remain a small business. He said his company generates thousands of tax dollars for Fremont County. David believes there is a precedence set for some sort of containment on his property. He has done more business in Colorado Springs lately as it is easier. Commissioner Norden encouraged David to come to the public hearing or submit his comments in writing, once he has had a chance to react to the proposed changes. Norden explained they are trying not to rush any changes, which is why the issue was tabled in November. Norden added there was a lot of public input at the previous hearing. David said it is not any easy solution. Norden said they are putting forth their best attempt to deal with the problem and it will be monitored closely.

Commissioner Norden asked Giordano if April 12th is the proposed date for the public hearing. Giordano replied that would give enough time to get the notice published and the proposal on the website. Giordano said there will be copies available in his office if someone needs one. Commissioner Norden said they will rely on the telecast of this meeting, and the notice in the newspaper to alert citizens of the public hearing. The County will not be mailing 99 follow up letters out to area Contractors. Commissioner Bell moved to schedule two separate public hearings: the first for Contractors Yard/Home Occupation, and the second for Small Wind Energy Systems, both on April 12th, 2011 at 10:00 A.M. Commissioner Stiehl seconded the motion. Commissioner Norden asked if they will be posted separately. Giordano said he will post them separately, but when the Board is ready to take action, it would just be one amendment. Commissioner Stiehl noted they had very good public participation at the previous public hearing for this proposal. Stiehl really needs input from the public on this issue and asked citizens to send in written comments or come to the public hearing. Upon Vote: Commissioner Bell, aye; Commissioner Stiehl, aye; Commissioner Norden, aye. The motion carried.

NEW BUSINESS

1. Ratify signatures on Proclamation in Honor of the Sesquicentennial of Fremont County

Commissioner Norden said Commissioner Stiehl read the Proclamation one week ago for the Sesquicentennial. Commissioner Stiehl moved to ratify the signatures they affixed to the Proclamation in honor of the Fremont County Sesquicentennial from 1861 to 2011. Commissioner Bell seconded the motion. Upon Vote: Commissioner Stiehl, aye; Commissioner Bell, aye; Commissioner Norden, aye. The motion carried.

2. Re-Appointment of Board of Zoning Adjustment (BOZA) members: Tim Payne and Rich Thatcher to three year terms.

Commissioner Norden said Tim Payne and Rich Thatcher are current members and both have indicated an interest to each serve another three year term. Commissioner Bell moved to re-appoint Tim Payne and Rich Thatcher each to three year terms on the Fremont County Board of Zoning Adjustment. Commissioner Stiehl seconded the motion. Upon Vote: Commissioner Bell, aye; Commissioner Stiehl, aye; Commissioner Norden aye. The motion carried.

3. Consideration of an organization resolution, agreement, and application for the UMB purchasing card program.
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George Sugars said he has been working with the finance department in putting the program together. He believes there are some advantages that would help in the operations of County Government. He said there will be greater accountability of the purchases from the employees. This will also streamline processing which will increase efficiency in the finance department. He would like to do a trial basis with a few departments to make sure that it works within our accounting system. Sugars would like to recommend the agreement for the UMB purchasing program. Commissioner Bell noted she is all for streamlining government and thinks this is a good idea. Commissioner Bell moved to approve a Resolution #10 an agreement and application for the UMB purchasing card program for Fremont County. Commissioner Stiehl seconded the motion. Commissioner Norden believes this will increase accountability as well as efficiency. Commissioner Stiehl said this will lead to better efforts of accountability and cost containment. Stiehl said this will provide better information, more accountability, and reduced work for the finance office. Upon Vote: Commissioner Bell, aye; Commissioner Stiehl, aye; Commissioner Norden, aye. The motion carried. Resolution #10-2011 is attached.

4. Consideration of an application for a Shell Fleet Plus Card program.

George Sugars said the same advantages will apply to this program as well. This will be rolled out to the departments that have County vehicles. They will be able to stop at a gas station where the Shell Fleet card is used to provide fuel for County vehicles. This will also streamline billing in the Finance Office. Commissioner Norden asked if this will allow us to earn a discount at the pump. Sugars said eventually either a Tiger or Husky discount card may be used, and he will have to work out those details. Commissioner Norden noted the Board's interest is that currently we are getting the discount through charging and the discount is applied from Kwik Stop on our billing. Norden said we need to make sure those discount cards are in place with the Shell Fuel cards so that the County will continue to receive a discount. Commissioner Stiehl moved to approve the application for a Shell Fleet Plus Card Program. Commissioner Bell seconded the motion. Commissioner Norden asked Sugars if the employees authorized to charge now will still be able to use these cards. Sugars replied yes and he will work with Department Heads and Elected Officials to see how many cards will be needed. Commissioner Norden said not every employee will have a card. Sugars answered no, the program will be tailored to employees that use County vehicles. Commissioner Norden said the Deputies who have patrol cars should have a card. Sugars said that is correct. Commissioner Stiehl said both the Shell card, and the UMB card give the County the ability to limit purchases at the vendors. Upon Vote: Commissioner Stiehl, aye; Commissioner Bell, aye; Commissioner Norden, aye. The motion carried.

Commission Chairman Norden adjourned the meeting at 10:18 A.M.

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ATTACHMENT A RESOLUTION #10-2011

UMB :7000031 (R 0207)

Res # 10-2011
**ORGANIZATION RESOLUTION AND AGREEMENT
FOR CREDIT CARD PROGRAM**

Katie Barr, who is the undersigned Recordkeeper for Fremont County, (the "Organization"), a County Government (type of entity) organized under the laws of Colorado (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on March 8th, 2011 (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that Ed H. Norden is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and accepted for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this 8th day of March, 2011.

RECORDKEEPER
Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

Katie E. Barr
Signature

Name: Katie Barr
Title: Fremont County Clerk and Recorder

ADDITIONAL OFFICER
Signature by Second Person, certifying to incumbency of Recordkeeper

Ed H. Norden
Signature

Name: Ed H. Norden
Title: Chairman, Board of County Commissioners

Affix Seal, if required by Organization's governing documents.

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Additional Signatures of Members, Partners or Other Required Persons

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

Signature
Name:
Title:

Guidelines for Completion for Customers that are U.S. legal entities:

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

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- Visa Commercial Card
 Visa Commercial Travel Rewards Card
 Visa Purchasing Card

Branch ID no. _____
Associate ID No. _____

Card Center, P.O. Box 410436, Kansas City, MO 64141-0436

UMB complies with Section 326 of the U.S.A. Patriot Act. This law mandates that we collect and verify certain information about you while processing your account application. Please contact a bank representative if you have questions.

COMPANY INFORMATION		
Company Name	COUNTY OF FREMONT	
Street Address (Physical Address; no P.O. Box)	615 MACON AVE, RM 101	
City, State, ZIP Code	CANON CITY, CO 81212	
Web Page Address	FREMONTCO.COM	
Mailing Address (if different from above)	City/State/Zip	
SIC Code	Gross Annual Revenue \$	Tax Identification Number (required) 84-6000765
Nature of Business	COUNTY GOVERNMENT	Year Established Number of Employees
Organizational Structure	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Corporation <input checked="" type="checkbox"/> Government Entity	
Company Telephone Number	(719) 276-7350	Company Fax Number (719) 276-7354
Location of Primary Trade Area	<input type="checkbox"/> Local Only <input type="checkbox"/> Statewide <input type="checkbox"/> Multi-State <input type="checkbox"/> Regional <input checked="" type="checkbox"/> National <input type="checkbox"/> International	
Card Coordinator	DANA RIFE	E-Mail Address DANA.RIFE@FREMONTCO.COM
Company Official to Receive Statements	DANA ANGEL	E-Mail Address DANA.ANGEL@FREMONTCO.COM
Company Official to Receive Mgmt Reports	DANA ANGEL	E-Mail Address DANA.ANGEL@FREMONTCO.COM
FINANCIAL REFERENCES		
Principal Bank Name	CANON NATIONAL BANK	Checking Account No. 584 1321 Telephone (719) 276-9153
Address	916 ROYAL GORGE BLVD.	City/State/Zip CANON CITY, CO 81212 Primary Officer BILL HAWKINS
Account Types	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Investments <input type="checkbox"/> Cash Management <input type="checkbox"/> Loans <input type="checkbox"/> Bankcard Deposits	
Secondary Bank Name	Checking Account No. Telephone ()	
Address	City/State/Zip Primary Officer	
Account Types	<input type="checkbox"/> Checking <input type="checkbox"/> Investments <input type="checkbox"/> Cash Management <input type="checkbox"/> Loans <input type="checkbox"/> Bankcard Deposits	
Business or Trade Reference	ACORN PETROLEUM	Telephone (719) 835-3551
Address	P.O. BOX 603 City/State/Zip- COLORADO SPRINGS, CO 80901	
AGREEMENT & ACCEPTANCE		
<p>The business entity (the "Company") identified in this Application hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("UMB" or "Issuer"), to establish a credit card authority for the Company pursuant to which Issuer will open one or more credit card accounts ("Account(s)") in the name of the Company and will issue one or more commercial credit cards or card numbers ("Card(s)") to the Company and/or employees or agents of the Company (collectively, "Employees") to be used for Company-related business, commercial or agricultural purposes. The person who signs this Application on behalf of the Company represents he or she is duly authorized by the Company to sign this Application and to bind the Company to the Provisions and Terms Governing Accounts, as set forth on the following page.</p> <p>The Company authorizes Issuer to investigate the Company's creditworthiness and payment history and to otherwise verify the information contained in this Application. The Company certifies that all information contained in this Application is true and correct.</p>		
<p>COUNTY OF FREMONT, a COUNTY GOVERNMENT organized under COLORADO law.</p> <p>BY: <u>Ed H. Norden</u> ED H. NORDEN Signature of Authorizing Officer Printed Name of Authorizing Officer Date Signed</p>		

See page 3 for important rates, fees and other cost information.

OFFICE USE ONLY		
LOAN TYPE	GAR	Company ID
<input type="checkbox"/> T <input type="checkbox"/> P <input type="checkbox"/> U		

March 8th, 2011**PROVISIONS & TERMS GOVERNING ACCOUNTS**

Thank you for completing this Application for a Visa Commercial / Purchasing Credit Card. Please keep a copy of this Application, after it has been completed and signed and before it is delivered to Issuer. Issuer will retain this Application whether or not it is approved.

If this Application is approved, Issuer will inform the Company of the amount of the Company's credit card authority. Issuer will rely on the information provided in this Application and any attached sheets regarding (a) the number of Accounts to open; (b) the requested controls for each Account; (c) the identity of Employees, if any, whose names are to be printed on Cards, in addition to the Company's name; (d) where to send copies of the Monthly Statements for each Account; and, (e) other pertinent information. Issuer will then issue Cards in accordance with the credit authority established for the Company. Subsequently, the Company may give Issuer notice of the same information for additional Employees authorized to use Cards, requested changes in controls for Accounts, and of termination by the Company of an Employee's authorization to use a Card. A termination notice should be accompanied by the Employee's Card, cut in half. Issuer will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after receiving the notice and having had a reasonable period of time thereafter to act thereon.

Upon the issuance of Cards, as set forth herein, (i) the Company, by using or authorizing Employees to use cards, will be deemed to be in agreement, and will comply, with all of the terms and conditions stated in the Cardholder Agreement (the "Agreement") that will accompany the Cards; (ii) the Company will instruct Employees who use Cards to use them in accordance with the Agreement; (iii) the Company will pay when due all charges made to each Account; (iv) Issuer may answer questions and give information to others concerning Issuer's credit experience with the Company.

NAMES OF INDIVIDUALS TO BE ISSUED SEPARATE CARDS

Please print. Use separate sheet in necessary.

Name DANA ANGEL		
Title FINANCE DIRECTOR	Requested Credit Limit \$ 20,000	Social Security Number - Last 4 Digits 6812
Name TONY ADAMIC		
Title DEPARTMENT OF TRANSPORTATION	Requested Credit Limit \$ 20,000	Social Security Number - Last 4 Digits 0077
Name GEORGE SUGARS		
Title COUNTY MANAGER	Requested Credit Limit \$ 20,000	Social Security Number - Last 4 Digits 4958
Name		
Title	Requested Credit Limit \$	Social Security Number - Last 4 Digits

ACCOUNT SET UP

Check A or B: A. Individual Billing (will allow individual cardholders to redeem points if enrolled in the Rewards Program) or
B. Consolidated Billing

Check C (optional): C. Set Spending Controls on Purchasing Card. If checked, a member of the Commercial Card Services team will contact you.

Check D (optional): D. Travel Rewards Program (available on Visa Commercial Card only - \$50 Annual Fee per Card applies; see disclosures for details)

COMPANY NAME TO APPEAR ON CARDS (19 CHARACTERS): C O U N T Y O F F R E M O N T

- Completed Application Organization Resolution and Agreement for Credit Card Program
- Guaranty Form (required for companies open less than 2 years) Personal Financial Statement (required for companies open less than 2 years)
- Company Balance Sheet and Income Statement for last two fiscal years (required for aggregate credit lines over \$3,500)

Mail completed application and documentation to: **Card Services
Commercial Card Department
P.O. Box 410436
Kansas City, MO 641641-0436.**

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DISCLOSURE INFORMATION	
Annual Percentage Rate ("APR") for Purchases	Visa Commercial / Purchasing Credit Card: 16.25% Visa Commercial Travel Rewards Credit Card: 12.15% Each APR is a variable rate, as explained below.
Other APRs	Cash Advance APR Visa Commercial / Purchasing Credit Card: 20.25% Visa Commercial Travel Rewards Credit Card: 16.15% Each is a variable rate, as explained below.
Variable Rate Information	Your APR may vary. The regular APR for Purchases is determined monthly by adding 8.00% to the Prime Rate for the UMB Visa Commercial/Purchasing Credit Card and 3.90% to the Prime Rate for the UMB Visa Commercial Travel Rewards Credit Card. The regular APR for Cash Advances is determined monthly by adding 12.00% to the Prime Rate for the Visa Commercial/Purchasing Credit Card and 7.90% to the Prime Rate for Visa Commercial Travel Rewards Credit Card. The Prime Rate will never be less than 5.25%. See explanation below ¹ .
Grace Period for Repayment of the Balance of Purchases	At least 25 days when you pay your balance in full each month
Method of Computing Balance for Purchases	Two-cycle average daily balance (including new purchases)
Annual Membership Fee	UMB Visa Commercial/Purchasing Credit Card: None UMB Visa Commercial Travel Rewards Credit Card: \$50 per Card
Minimum Finance Charge	Fifty cents (\$0.50)
Other Fees	Late Fee: From \$15 to \$39, depending on the amount of the New Balance Cash Advance Fee: 3% of Cash Advance amount (\$10 minimum, no maximum) Other fees may apply.

¹ The Prime Rate used to determine the APR for Purchases and for Cash Advances in the highest Prime Rate published in *The Wall Street Journal* on the fifteenth (15th) day of each month, or the next business day, if the 15th falls on a weekend or holiday, provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed 25% Annual Percentage Rate.

IMPORTANT: The information about the costs of the cards described above is accurate as of August 1, 2007, the date this document was most recently revised. This information may have changed after that date. To find out what may have changed, write to us at UMB, Post Office Box 410436, Kansas City, Missouri 64141-0436 or call 888-494-5141.

The Federal Government requires all financial institutions to provide the following notice to commercial applicants with gross revenues of one million dollars or less.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of Currency (O.C.C.), Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

If an application for business credit is denied, the applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, the applicant should contact UMB Bank Commercial Card Services, P.O. Box 419226, Kansas City, Missouri 64141-6226, or a Commercial Card Services Representative at 888-494-5141 within 60 days from the date the applicant is notified of our decision. A written statement of reasons for the denial will be sent within 30 days of receiving the request.

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PURCHASING CARD AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March, 2011 (the "Effective Date"), by and between FREMONT COUNTY, COLORADO, a municipality in Colorado (the "COUNTY"), and UMB BANK, n.a., Kansas County, Missouri ("UMB").

WHEREAS, the COUNTY requested information regarding the design, development and implementation of a business procurement card program for the COUNTY and to perform related services in connection with that program (programs and services collectively referred to as a "Purchasing Card Program") that support the business processes currently utilized by the COUNTY; and

WHEREAS, following review and evaluation of the information received by the COUNTY from UMB, the COUNTY desires to engage the services of UMB for a Purchasing Card Program as a cooperative governmental participant in the terms and conditions of the Contract negotiated by the City of Fort Collins, Colorado and UMB.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

Engagement of UMB for Services

1.1 As of the Effective Date of this Agreement the COUNTY engages the services of UMB to design, develop and implement a Purchasing Card Program for the COUNTY and UMB agrees to provide the COUNTY with those services in accordance with and subject to the terms and conditions of this Agreement.

ARTICLE II

Description and Delivery of Services to be Provided

2.1 The COUNTY will designate a Purchasing Card Program Administrator as defined in Section 12.2 of this Agreement. The Purchasing Card Program Administrator will determine how each card is issued and used, consistent with the terms of this Agreement, and UMB may rely on any instructions received from the Purchasing Card Program Administrator. The Purchasing Card Program Administrator may establish and request changes to purchase controls and information in an individual's Cardholder account. Such controls and information may include, but are not limited to: expenditure limits (cycle limits) for each purchasing Card issued ("Card"), transaction limits, purchase restrictions, the names in which Cards may be issued (each individual in whose name a Card is issued is a "Cardholder"), Cardholder billing address or telephone number and termination or non-renewal of a Cardholder's account. The Cardholder and/or the Purchasing Card Administrator will immediately report lost or stolen Cards to UMB.

2.2 UMB will make available the types of controls and features for the COUNTY's Purchasing Card Program which are normally accepted as the banking "industry standard" for Purchasing Cards and which will meet the business needs of the COUNTY. Such controls and features include, but are not limited to, the following:

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- (a) Single dollar transaction limitations for each Card.
- (b) Transaction authorizations per day limit for each Card
- (c) Transaction authorizations per cycle limit for each Card
- (d) Total transaction dollars per cycle limit for each Card
- (e) Vendor category (SIC/MCC) blocking/de-blocking for each Card
- (f) Cash advance prohibition
- (g) Individual and Consolidated Billing Statements
- (h) Standard paper management reports
- (i) Optional personal computer-based management reporting

ARTICLE III

Cardholder Accounts and Payments

3.1 The COUNTY acknowledges that all Cards issued for this Program are the property of UMB and must be surrendered to UMB upon request.

3.2 The COUNTY will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen Cards.

3.3 The COUNTY agrees to pay UMB for all transactions entered into by its employees pursuant to the terms of this Agreement and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days past the due date may, at UMB's option, result in temporary suspension of account purchasing capability, cancellation of accounts, and penalties. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

3.4 The COUNTY will not have liability for unauthorized use of a Card that occurs after proper notification to UMB that the Card was lost or stolen; provided, however, that the COUNTY shall be liable for unauthorized usage unless (1) the COUNTY or the Cardholder made a good faith attempt to protect the Card from loss or theft and (2) notification was made to UMB as soon as the COUNTY was aware of the loss or theft. The COUNTY, through its Purchasing Card Administrator will designate certain controls which will determine how each Card may be used and UMB will make reasonable efforts to ensure compliance with the controls. The COUNTY shall be liable for all Purchasing Card Program transactions made by its authorized employees; provided, however, UMB may waive the COUNTY's liability for transactions made by authorized employees outside the COUNTY's program limitations and policies if (and only to the extent that) such transactions (and the liability relating thereto) constitute "Waivable Charges" under the Visa Corporate Liability Waiver Program, a copy of which is included in this Agreement as Exhibit A.

ARTICLE IV

Term

4.1 The initial term of this Agreement shall commence on the Effective Date and shall continue for three (3) calendar years, unless sooner terminated as provided in this Agreement. At the conclusion of the initial term or any renewal term, the Agreement

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shall automatically be extended for an additional one year term, unless written notice of non-renewal is provided by either party at least 60 days prior to the end of the initial term or any renewal term.

4.2 This Agreement may be extended beyond the original three (3) year term if performance is satisfactory, subject to negotiation of a mutually acceptable extension agreement.

ARTICLE V

Scope of Services

5.1 UMB shall perform all duties and responsibilities necessary to provide the COUNTY with a high level of quality of services and under the requirements of this Agreement. The Scope of Services is set out in the attached Exhibit "C" and incorporated in this Agreement by this reference.

ARTICLE VI

Compensation and Expenses

6.1 UMB will not charge annual fees, transaction fees or other related costs, including, but not limited to, labor, expenses, subsistence or transportation, for services rendered by UMB under and during the term of this Agreement. Fees or charges, interchange fees or other sums received by UMB from parties other than the COUNTY as a result of transactions associated with the Purchasing Card Program shall remain the sole right and property of UMB.

6.2 Revenue sharing on qualified net sales shall be as set forth in the attached Confidential Exhibit B (the "Confidential Information"). The parties acknowledge and agree that the COUNTY is subject to public information laws which require public access to most records and documents and may also be required to provide information by court order, or other legal process.

Confidential Information considered proprietary or confidential may be protected, but price information can not be designated as proprietary or confidential and will be carried forward into other public documents. All provisions of this Agreement and any related Scopes of Work will be public information.

Notwithstanding the foregoing, the COUNTY will use its best efforts to provide UMB written notice of such required disclosures and, to the extent reasonably possible, give UMB an opportunity to contest such required disclosure at UMB's expense.

Furthermore, the COUNTY will cooperate with UMB in any proceeding against any third parties necessary to protect the UMB's rights with respect to the Confidential Information. If the COUNTY receives written notice of a request for information pursuant to the Colorado Open Records Act, the COUNTY will notify UMB of that fact within three days of receiving the Open Records request.

6.3 Should UMB be requested to provide additional services for the COUNTY relative to and in connection with the purpose and requirements of this Agreement, UMB shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to in writing by the COUNTY and UMB.

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ARTICLE VII
Assignment

7.1 UMB may assign, transfer, convey, or otherwise dispose of this Agreement or any of its rights and obligations hereunder only with the prior written consent of the COUNTY. But in no event shall any assignment, transfer, conveyance or disposition relieve UMB from liability for performance of its obligations under the terms of this Agreement.

7.2 If UMB decides to have certain Purchasing Card Program services provided by one or more subcontractors, those subcontractors shall at all times remain under the direction and control of UMB and not the COUNTY. UMB will remain fully liable to the COUNTY for the proper discharge of all the services required in this Agreement regardless of who performs them.

ARTICLE VIII
Agreement Status

8.1 This Agreement is and shall be deemed an independent contract for services and UMB and all persons providing services on behalf of UMB under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances employees of the COUNTY.

8.2 UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

ARTICLE IX
Amendment

9.1 This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties.

ARTICLE X
Waiver of Breach

10.1 The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

ARTICLE XI
Termination

11.1 Either party may terminate this Agreement if the other party has breached or violated any of the terms and conditions of this Agreement and failed to cure that failure as provided in this Agreement.

11.2 If a party determines that the other party has committed a breach or violation of this Agreement, the non-breaching party shall notify the other party in writing of the failure, giving the other party thirty (30) days to cure such breach. Should the other party fail to cure such breach, the non-breaching party shall then have the right to

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terminate this Agreement for cause by giving written notice to the other party of such termination and stating the effective date of such termination.

11.3 Either party may terminate this agreement for convenience upon giving the other party 60 days written notice of such termination and stating the effective date of such termination.

ARTICLE XII

Contract Administration

12.1 All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

COUNTY: Ed H. Norden-Chairman-County Commissioners
FREMONT COUNTY COLORADO
615 Macon Avenue
Cañon City, CO 81212

BANK: Ron Sager, Senior Vice President
UMB Bank, n.a.
928 Grand Blvd Suite 501
Kansas County, Missouri 64106

12.2 The Finance Director or his/her designee(s) shall act as the Purchasing Card Program Administrator for the COUNTY. UMB shall be notified in writing any time the identity of a Purchasing Card Program Administrator is changed. The Purchasing Card Program Administrator shall be responsible for all matters relating to this Agreement unless otherwise specified herein. The Purchasing Card Program Administrator shall notify UMB of any additions or deletions of departments which shall participate under this Program and any limitations or restrictions placed on the authority of each departments' designated Program, contact, and of the names of each individual to whom a Card is to be issued/sent.

ARTICLE XIII
Governing Law

13.1 This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Colorado.

ARTICLE XIV
Severability

14.1 All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

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ARTICLE XV
Entire Agreement

15.1 This Agreement, together with all documents incorporated herein by reference, represents the entire agreement between the COUNTY and UMB with respect to the provision of services required of UMB for the COUNTY under this Agreement, and supersedes all prior understandings or promises, whether oral or written between the parties pertaining to or in connection with this Agreement.

ARTICLE XVI
Force Majeure

16.1 The COUNTY or UMB shall be excused from performance under this Agreement for any period that the COUNTY or UMB is prevented from performing any services, in whole or in part, as a result of an Act of God, fire, loss of electrical power or computer service, failure of a third-party service provider or any other act or event not within the reasonable control of the party prevented from performing.

ARTICLE XVII
Prohibition Against Employing Illegal Aliens.

17.1 Pursuant to Section 8-17.5-101, C.R.S., et. seq., UMB represents and agrees that:

- a. As of the date of this Agreement:
 1. UMB does not knowingly employ or contract with an illegal alien; and
 2. UMB has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.
- b. UMB shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. UMB shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until UMB is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
- d. UMB is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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e. If UMB obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, UMB shall:

1. Notify such subcontractor and the COUNTY within three days that UMB has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that UMB shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. UMB shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

g. If UMB violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the COUNTY may terminate this Agreement. If this Agreement is so terminated, UMB shall be liable for actual and consequential damages to the COUNTY arising out of UMB's violation of Subsection 8-17.5-102, C.R.S.

h. The COUNTY will notify the Office of the Secretary of State if UMB violates this provision of this Agreement and the COUNTY terminates the Agreement for such breach.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the Effective Date.

UMB BANK, n.a.

FREMONT COUNTY

By: _____
Ronald E. Sager
Senior Vice President

By: Ed H. Norden
Ed H. Norden,
Chairman, Board of Commissioners

By: Mike Stehl
Mike Stehl
Board of Commissioners

By: Debbie Bell
Debbie Bell
Board of Commissioners

Date signed : _____

Date signed: Mar 8, 2011

March 8th, 2011

Exhibit A
LIABILITY WAIVER PROGRAM - Fremont County Colorado

Visa Liability Waiver Program

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Purchasing Card—offering the security and coverage you need to do business with complete confidence.

This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Purchasing Card privileges.

Visa Liability Waiver Program Benefits

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per the COUNTY
- Coverage up to \$15,000 per cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures

What is the Visa Liability Waiver Program?

A COUNTY ("COUNTY") that has established a Visa Purchasing Card account ("Account") with UMB Bank ("Bank") may request that Bank waive the COUNTY's liability for certain charges in accordance with the Visa Purchasing Card Liability Waiver Program ("Program"). Visa has arranged insurance coverage to provide payment to Bank for covered losses and will administer the Program.

The Bank may waive the COUNTY's liability for waivable charges up to \$15,000 per Visa Purchasing Card Cardholder and be reimbursed by the Program Underwriter ("Program Underwriter") provided both the Bank and the COUNTY have satisfied all Program obligations.

1. Bank shall mean the Visa Member which issues Visa Purchasing Card Accounts to the COUNTY for use by designated employees.
2. "COUNTY" shall mean a corporation, partnership, sole proprietorship, or any other entity, which has signed a Visa Purchasing Card Account agreement with Bank, and subsequently issues Visa Purchasing Card Accounts for use by persons designated by the COUNTY.
3. "Cardholder" means a person designated by the COUNTY who is authorized by the COUNTY to use the Visa Purchasing Card Account for COUNTY business purposes only.
4. "Charges" shall mean all amounts, including cash disbursements, charged to the COUNTY's Visa Purchasing Card Account with Bank.
5. "Affidavit of Waiver" shall mean a written request or claim form sent from the COUNTY requesting the Bank to waive the COUNTY's charges in accordance with the terms and conditions of the Program.
6. "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Bank's statement.
7. "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the COUNTY's service, whichever is earlier.

What are Waivable Charges?

"Waivable Charges" shall mean Charges incurred by a Cardholder or other authorized person which:

1. do not benefit the COUNTY directly or indirectly; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or (ii) are incurred but Unbilled as of Notification of Termination, or (iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that Bank has received a request to cancel the Cardholder Account within two (2) business days of

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Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by the Bank within two (2) business days; and
 3. are the responsibility of the COUNTY and/or Cardholder for payment to Bank

What are not Waivable Charges?

The following are not Waivable Charges and are not covered by the policy:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the COUNTY's outstanding shares, elected directors, or persons who are not employees of the COUNTY.
2. Charges incurred to purchase goods or services for the COUNTY or for the persons other than the Cardholder pursuant to the instructions of the COUNTY, in accordance with COUNTY policy, if those goods or services are of the type which are regularly purchased by or for the COUNTY.
3. Charges incurred by the Cardholder after Notification of Termination unless the Bank receives a request from the COUNTY to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by the Bank within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
4. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
5. Charges resulting from either a lost or stolen Visa Purchasing Card or bankruptcy/insolvency of the COUNTY.
6. (i) Charges in excess of \$15,000 for each Cardholder from Companies with five (5) or more valid Cardholder Accounts.
 (ii) Charges in excess of \$5,000 for each Cardholder from Companies with two (2) to four (4) valid Cardholder Accounts.
7. Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.
8. Charges incurred by a Cardholder after discovery by the COUNTY of any fraudulent or dishonest act on the part of the Cardholder.

What are my COUNTY's obligations?

The COUNTY may request that Bank waive the COUNTY's liability for Waivable Charges only if the COUNTY meets all of the following requirements:

1. The Cardholder's employment is terminated, voluntarily or involuntarily.
2. The COUNTY has one (1) or more Accounts in good standing.
3. The COUNTY must attempt to retrieve the Visa Purchasing Card from the employee.
4. The COUNTY must request that the Bank cancel the Account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after Notification of Termination.
5. The COUNTY must deliver to the Cardholder or send by first-class mail or fax, a written notice stating that the Account has been cancelled, that the Cardholder should immediately discontinue all use of the Account, and that the Cardholder must immediately return the Visa Purchasing Card to the COUNTY.
6. The COUNTY must send a completed and signed Visa affidavit of Waiver claim form with all required documentation to Bank within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
7. The COUNTY will remit all such amounts to the Bank if the COUNTY recovers any amounts for Waived Charges from any source after the COUNTY has filed a Visa Affidavit of Waiver claim form with Bank. The COUNTY agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However the COUNTY will not be required to pay Bank any amount that exceeds the loss sustained by Bank.
8. Once a claim has been paid for a given person, no future claims will be considered.

When are the Charges waived?

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1. Upon receipt of the Affidavit of Waiver claim form and verification that the charges are waivable, Bank will waive the COUNTY's liability for those charges.
2. Bank will then file a claim with the Program Underwriter.
3. Any monies Bank may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by Bank to reduce the Waivable Charges and/or the amount of any claim Bank files with the Program Underwriter.

Other Insurance

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this program not been in effect.

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Exhibit B
Fees and Revenue Sharing - Fremont County Colorado,
UMB Bank Public Sector Purchasing Card Consortium of Greater Colorado-
Sponsored Program

FEES

- UMB Bank is pleased to offer this customized Visa Purchasing Card Program at no charge.
- UMB proposes a program with no annual card fees, or per transaction fees or interest charges when payments are made as agreed.
- A customized Visa Purchasing Card face will be configured with the Client logo or image which will meet the specifications and needs at no charge subject to Visa and UMB approval.
- Customized distribution of statements will make it possible for delivery via the Internet or directly to cardholders or a coordinator, at no additional charge.
- There is no charge for lost/stolen card replacement.
- Customized evaluation reports will be produced to the extent possible at no additional charge.
- UMB will provide the choice of several desktop electronic MIS solutions, Visa Accounts Payable Automation, Visa Information Management, Visa IntelliLink Spend Management-Basic Services Level or Internet statementing services and reporting at no charge.
- Late Fees And Other Charges - UMB will not add late fees, or other punitive charges to the COUNTY issued program accounts unless repeated and unresolved violations of the 30-day pay in full requirement occur. Rebates will be affected by repetitive late payments.
- This offer is subject to credit review and approval by UMB Bank

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Exhibit B-continued
Fees and Revenue Sharing - Fremont County Colorado
UMB Bank Public Sector Purchasing Card Consortium of Greater Colorado-
Sponsored Program

REVENUE SHARING OR REBATE PROGRAM

UMB Bank is offering a rebate on qualified sales volume (sales, less refunds), payable on an annual basis without reserves or minimum volume guarantees based on the total of all qualified sales of the participants in the UMB Bank Public Sector Purchasing Card Consortium of Greater Colorado. The payment of a rebate may be affected by late payments. This rebate is effective immediately at the beginning of the program implementation. For all qualified sales volume (purchases less credits and refunds), the rates of rebate are listed in the table below. Qualified sales volume will be the total annual volume for all participants in the Consortium combined as one total. There is no minimum level requirement to qualify for a rebate.

Rebates in the proposal are guaranteed for the term of the agreement, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa U.S.A. et al. While such change is unlikely, if it occurred it would equally affect all issuers and would be outside of the control of the Issuer Banks.

Level	Annual Volume	Rebate Level (30 day pay)
A	\$1,000,000 to \$1,499,999	0.54% (54 basis points)
B	\$1,500,000 to 2,999,999	0.60% (60 basis points)
C	\$3,000,000 to 5,999,999	0.65% (65 basis points)
D	\$6,000,000 to 9,499,999	0.70% (70 basis points)
E	\$9,500,000 to \$11,999,999	0.80% (80 basis points)
F	\$12,000,000 to 13,499,999	0.85% (85 basis points)
G	\$14,000,000 to 16,499,999	0.90% (90 basis points)
H	\$16,500,000 to 18,999,999	0.95% (95 basis points)
I	\$19,000,000 to \$21,999,999	1.00% (100 basis points)
J	\$22,000,000 to \$39,999,999	1.18% (118 basis points)
K	\$40,000,000 and above	1.28% (128 basis points)

High Dollar Transactions

The volume of high dollar transactions (>\$4,500) qualifying for Visa reduced vendor interchange program is unknown. Rebates on transactions qualifying as large dollar interchange transactions for the FREMONT COUNTY, Colorado program may be reduced when total volume of qualifying large dollar transactions exceeds 10% of the total volume used for calculating period rebates.

New program bonus

New program conversions (non UMB) will receive a .05% (5 basis points) bonus for the first 3 years of the agreement.

Bonus for Prompt Payment

Rebates can be increased by 6 basis points (.06%) if all accounts are paid in full within 20 days of the end of the billing period, and 13 basis points (.13%) if all accounts are paid in full within 10 days of the end of the billing period for each of the 12 billing periods in the calendar year. COUNTY will notify UMB in writing of desire to participate in the Prompt Payment Bonus feature of this program.

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Exhibit C
Scope of Services

1. UMB will provide the COUNTY with a Visa Purchasing Card.
2. UMB will create one or more customized Visa Purchasing Cards for the COUNTY, to include at a minimum:
 - The phrase "Tax Exempt" and the COUNTY's tax exempt number on the face of the card
 - The COUNTY Logo, PFA Logo, or Library COUNTY Logo
 - The toll free customer service number on the back of the card
 - No references to ATM's
3. UMB will make available controls and restrictions on the COUNTY's Purchasing Cards including:
 - Single Transaction Dollar Limit
 - Maximum Dollar Limit per month
 - Maximum Number of Transactions per day and month
 - Merchant Category Code Blocking
 - Cash Advance Blocking
 - Country Code Blocking
4. UMB will deliver all cards to:
TO BE NAMED, Finance Director
FREMONT COUNTY
TO BE NAMED
5. UMB will provide the COUNTY with the ability to create a hierarchy structure with up to five levels.
6. UMB will provide the COUNTY with training materials in written or electronic format.
7. UMB will provide training to the COUNTY either on site or via electronic means.
8. UMB will provide the COUNTY with a consolidated invoice on a monthly basis which includes, at a minimum:
 - Cardholder Name
 - Merchant Name
 - Transaction Date
 - Posting Date
 - Transaction Amount
9. UMB will provide the COUNTY with the ability to utilize ghost accounts, if the COUNTY so chooses.

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10. UMB will provide the COUNTY with an internet-based application to order new cards.
11. UMB will provide the COUNTY with access to an online reconciliation tool to re-allocate transactions.
12. UMB will work with the COUNTY to establish a mutually acceptable process for interfacing transaction data into the COUNTY's accounting software.
13. UMB will provide the COUNTY with access to commercialcardcenter.com, UMB's online account statement tool.
14. UMB will provide the COUNTY with access to Visa Information Management, UMB's transaction management tool.
15. UMB will utilize a neural network model to monitor transactions for potential fraud.
16. UMB will provide the Visa Liability Waiver Program to the COUNTY.
17. UMB will provide the COUNTY with a report containing all pertinent information about P-Card transactions for 1099 reporting purposes.
18. UMB will pay the COUNTY an annual rebate in accordance with Exhibit B.
19. The COUNTY will pay UMB for all transactions within 30 days of the statement date.
20. The COUNTY will monitor transactions for fraudulent transactions.
21. The COUNTY will notify UMB immediately of any unauthorized charges or lost or stolen cards.
22. The COUNTY will designate one or more program administrators who UMB is authorized to accept any request from pertaining to the cards.