

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENT

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.
- VI. CONSENT AGENDA
- VII. BOARD INFORMATION ITEMS
- VIII. PRESENTATIONS
 - a. Presentation by Heather Greenwolf with Headwaters Alliance to review 2020 work and discuss 2021 budget request
- IX. NEW BUSINESS
 - a. Discussion and possible approval of Resolution # 2020-09 - "A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE CITY OF CREEDE, A COLORADO TOWN";
 - b. Discussion and possible approval of a "Water Supply Lease Agreement" between the City of Creede, CO and the Rio Grand Water Conservation District;
 - c. Discussion and retroactive approval of a quote in the amount of \$7,800 for the purchase of a pump skid system for the water treatment plant;

OPEN TO THE PUBLIC

POSTED 11/25/2020

- d. Discussion and possible approval of an “Independent Contract Agreement for Snow Hauling” between the City of Creede, CO and Randy Riggs Trucking for the provision of snow hauling services in calendar year 2021;
- e. Discussion regarding the composition of the Planning and Zoning Commission and the possible filling of current Commission vacancies;
- f. Discussion and appoint of one Board member for LWCRCo;
- g. Discussion regarding the pros and cons of diesel and propane backup generators;

X. OLD BUSINESS

- a. Discussion regarding the draft 2021 Capital Improvement Plan;
- b. Discussion regarding the draft 2021 Annual Budget;

XI. BOARD REPORTS

XII. EXECUTIVE SESSION

- a. § 24-6-402(4)(b), C.R.S. - “Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions” related to the Virginia G. Christensen Trust Agreement;

XIII. ADJOURN

RESOLUTION No. 2020-09

(Pursuant to § 39-5-128(1))

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021,
TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR
THE CITY OF CREEDE, A COLORADO TOWN.

WHEREAS; the Board of Trustees of the City of Creede, a Colorado Town, adopted the 2020 annual budget in accordance with local government budget law, and;

WHEREAS; the City of Creede filed their 2021 budget with Mineral County and certified a mill levy of 16.547.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the City of Creede, A Colorado Town that:

SECTION 1: The Certified Mill Levy for the budget year 2021 is 16.547.

ADOPTED, this 1st day of December, 2020.

Attest:

Mayor Date
Jeffery Larson

City Clerk Date
Sarah Eftim

WATER SUPPLY LEASE AGREEMENT

This WATER SUPPLY LEASE AGREEMENT (“Agreement”) is entered into this ____ day of December, 2020, between the Rio Grande Water Conservation District (“RGWCD”), for the use and benefit of its Special Improvement Districts, and the City of Creede, a statutory town of the State of Colorado (“Creede”) (together, “the Parties” or individually as “Party”).

RECITALS

A. Creede holds title to 0.5 cfs of the 7.0 cfs originally decreed to the Kanawha Ditch and Pipeline water right and 0.5 cfs decreed to the Cochran-Pioneer water right, both of which were decreed as sources of supply for Creede’s plan for augmentation in Case No. 94CW31, District Court, Water Division No. 3 (“94CW31 Decree”), and as further decreed in Case No. 07CW60, District Court, Water Division No. 3 (“07CW60 Decree”). The 94CW31 Decree and the 07CW60 Decree are referred to collectively herein as the “Augmentation Plan”.

B. As decreed, the Augmentation Plan provides Creede with surplus augmentation water available for Creede to replace increased stream depletions which may occur as Creede grows. At the present time, Creede continues to have surplus augmentation water available under the Augmentation Plan that it may lease to others on a temporary basis (“Excess Augmentation Credits”).

C. Pursuant to the April 24, 2012 Perpetual Water Supply Agreement (“RGS Agreement”) between Creede and Rio Grande Silver, Inc. (“RGS”), recorded at Reception No. 67589 of the Mineral County real property records, Creede has the obligation to make 0.25 cfs of the 0.5 cfs decreed to Creede’s Cochran-Pioneer water right (the “RGS 0.25 cfs”) available for RGS’s use for its mining, milling or restoration operations.

D. Although Creede retains the right to use the RGS 0.25 cfs at times when RGS is not using the RGS 0.25 cfs under the RGS Agreement, because RGS has the senior right to use the RGS 0.25 cfs, the RGS 0.25 cfs may not be available to Creede to generate Excess Augmentation Credits for lease to RGWCD under this Agreement.

E. The RGWCD’s Special Improvement Districts (“SIDs”) either have approved plans of water management or will have such plans in the near future. Such plans either do or will require the remedy of injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells that are within the various plans of water management. The RGWCD seeks surface water supplies to use in the annual replacement plans, as required by the plans of water management, as one available source to remedy injurious depletions. The RGWCD will assign any water under this Agreement to one or more SIDs for their use through other agreements.

F. The RGWCD desires to purchase and Creede desires to lease the Excess Augmentation Credits on the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from the date of approval of a substitute water supply plan, as described in paragraph 9.1, below, through December 31, 2021 (“Lease Term”).
2. Quantity and Source of Leased Water. Subject to the terms herein, Creede will lease to RGWCD up to thirty (30) acre-feet of Excess Augmentation Credits per month during the Lease Term (“Leased Water”). The Parties acknowledge that there may be less than thirty acre-feet of Excess Augmentation Credits available in any or all months during the Lease Term. The Excess Augmentation Credits may be released and delivered by Creede, in its discretion, from any of the sources available to Creede under the Augmentation Plan. However, during the Lease Term, Creede will not enter into any agreement that assigns, leases, or sells any Excess Augmentation Credits to any person or entity other than the RGWCD.
3. Availability of Leased Water.
 - 3.1 Leased Water Supplied to the RGWCD. On or before the 15th day of each month, Creede will provide Notice to the RGWCD of the quantity and timing of Leased Water expected to be available to the RGWCD under this Agreement in the following month. Creede will supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement or for the RGWCD’s or its SIDs’ use of the water supplied under this Agreement.
 - 3.2 Leased Water Limitations. Notwithstanding any other provision in this Agreement, Creede’s obligation to provide Leased Water to the RGWCD is expressly conditioned on the legal and physical availability of Excess Augmentation Credits under Creede’s permits, decrees and water rights and shall be subordinate to Creede’s water needs. Creede expressly disclaims any warranty as to the volume of Leased Water that will be delivered to the RGWCD under this Agreement.
 - 3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii)

the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used herein, “force majeure” means any delay or failure of performance under this Agreement caused by events beyond a Party’s reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to Creede, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. To the extent that a Party’s performance is postponed or excused by an event of force majeure, the other Party’s corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

- 4.1 Creede shall deliver the Leased Water to the RGWCD in Willow Creek at or near the point on the westerly side of Willow Creek which point is North 40 degrees 20 minutes East, 1,792.2 feet from the south quarter corner of Section 25, T42N, R1W, N.M.P.M., and being within the SE1/4 of Section 25, T42N, R1W, N.M.P.M., Mineral County, Colorado (“Delivery Point”).
- 4.2 Once the Leased Water is delivered to the Delivery Point, the RGWCD shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to the RGWCD’s or SIDs’ point(s) of use of the Leased Water.

5. Accounting.

- 5.1 Creede shall maintain monthly accounting of all deliveries of Leased Water to the Delivery Point for the RGWCD and shall incorporate that accounting into its accounting under the Augmentation Plan. Upon the RGWCD’s request, Creede shall supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement for the RGWCD’s or SIDs’ use of the Leased Water.
- 5.2 The RGWCD shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to Creede on a monthly basis, within thirty days of the end of the month being accounted for.

6. Price. The RGWCD agrees to pay Creede the price of sixty five dollars (\$65.00) per acre-foot of Leased Water delivered by Creede to the Delivery Point for the RGWCD's or SIDs' use. The RGWCD's payments to Creede pursuant to this paragraph 6 are non-refundable and are not contingent upon whether the Leased Water is actually diverted or used by the RGWCD or its SIDs, so long as Creede delivered the Leased Water to the Delivery Point.
7. Payment. On or before the 15th day of each month, Creede must supply to the RGWCD an accounting of the Leased Water actually delivered to the Delivery Point for the RGWCD during the previous month. The RGWCD will have seven days to provide Notice to Creede that it disputes such accounting. If the RGWCD does not dispute the accounting, payment to Creede is due by the 15th day of the succeeding month. If the RGWCD provides Notice that it disputes the accounting provided, the Parties will attempt to resolve said dispute. If the Parties cannot resolve the dispute, each Party reserves any and all remedies provided by this Agreement or that exist without this Agreement.
8. Failure to Pay. If the RGWCD fails to pay when due the lease payment required herein, then this Agreement may be terminated in full by Creede, and Creede will have no obligation to provide any additional Leased Water.
9. Use of Leased Water.
 - 9.1 Approvals and a SWSP. The use of the Leased Water under this Agreement is expressly conditioned on the RGWCD obtaining the prior written approval of State Water Officials to use the Leased Water on a temporary basis. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed delivery and use of the Leased Water. The Parties expressly acknowledge that an approved Substitute Water Supply Plan ("SWSP") pursuant to section 37-92-308, C.R.S. may be necessary for the RGWCD or its SIDs to put the Leased Water to the intended use. No such plan or approval sought by the RGWCD or its SIDs for use of the Leased Water may involve a change or review of Creede's water rights or Augmentation Plan in Court.
 - 9.2 Creede's Role. Creede will reasonably cooperate with the RGWCD and supply necessary data and other information as the RGWCD deems necessary to pursue a SWSP. The RGWCD shall provide any SWSP application or notice to Creede for review and comment prior to submittal to State Water Officials. Creede may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal and may file a statement of opposition or objection to any such water court application or notice at Creede's sole expense.
 - 9.3 Termination to Protect Creede's Water Rights. The RGWCD agrees that it will use its best efforts not to jeopardize Creede's water rights by taking any action that causes or potentially could cause a reopening of any of

Creede's water court decrees including, without limitation, the Augmentation Plan. If a third party seeks review of Creede's water rights or decrees in Water Court in connection with the RGWCD's or the SIDs' use of the Leased Water in a SWSP or other approval from State Water Officials, Creede, in its sole discretion and upon prior notice to the RGWCD, may terminate this Agreement. The RGWCD acknowledges that, following the expiration or termination of this Agreement, Creede has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from State Water Officials.

- 9.4 Other Permits / Approvals. RGWCD is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for the RGWCD, including its SIDs, to use the Leased Water under this Agreement. Upon Creede's request, the RGWCD shall provide copies of any such authorizations, approvals, and/or permits to Creede.
10. Creede's Title. Creede represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Creede further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of Creede's water rights or Augmentation Plan.
12. Untreated Water. The Leased Water delivered to the RGWCD under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Augmentation Credits. Delivery of the Leased Water under this Agreement is on an "as is" basis only. Creede makes no warranty, express or implied, concerning the quality of the Leased Water. Further, Creede expressly disclaims any implied warranties of the Leased Water's merchantability or fitness for a particular purpose.
13. Responsibility for Use and Indemnification. The RGWCD shall bear all responsibility for its use of the Leased Water upon Creede's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, the RGWCD must defend, indemnify, and hold Creede harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from the RGWCD's use of the Leased Water after Creede's delivery of the Leased Water as provided for in this Agreement. In the event that the RGWCD is obligated to indemnify Creede, it may terminate this Agreement, subject to its obligations to Creede for its prior use of the Leased Water.

14. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this Agreement by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from leasing the Leased Water.
15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To Creede: Town Manager
City of Creede
P.O. Box 457
Creede, CO 81130
Email: manager@creedetownhall.com

To RGWCD: District Manager
Rio Grande Water Conservation District
18805 Independence Way
Alamosa, CO 81101
Email: cleave@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within ten days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.
17. No Continuing Duty to Supply Water. Creede has no obligation to supply water to the RGWCD or its SIDs after this Agreement expires or is otherwise terminated.

18. Miscellaneous Provisions.

- 18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.
- 18.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by Creede or the RGWCD to one another with respect to this Agreement.
- 18.3. Survival. Each of the representations and warranties made by Creede and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this Agreement, shall survive the termination.
- 18.4. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
- 18.5. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Creede and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the entire Agreement will terminate.
- 18.6. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 18.7. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit

of the Parties hereto and their respective heirs, successors, and assigns, if any. Creede may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity, except the RGWCD's SIDs, without the prior written consent of Creede, which consent shall not be unreasonably withheld.

- 18.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Mineral County, State of Colorado.
- 18.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 18.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 18.11. Time. Time is of the essence in this Agreement.
- 18.12. Legal Counsel. Each Party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it cannot be construed against any Party on the basis of authorship.
- 18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

CITY OF CREEDE

ATTEST

Mayor, Jeffrey Larson Date

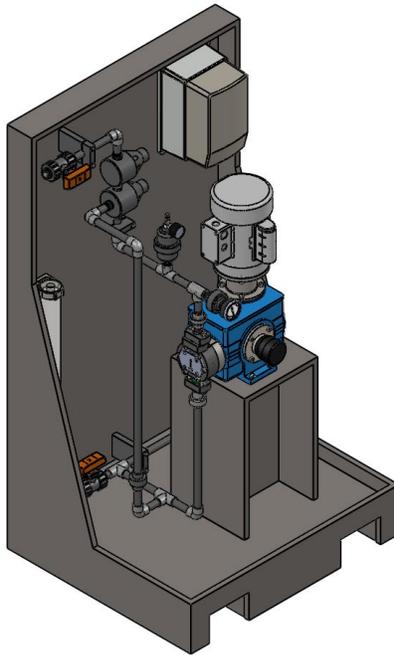
City Clerk, Krisen Buchanan Date

**RIO GRANDE WATER CONSERVATION
DISTRICT**

President, Greg Higel Date

FIRM PROPOSAL

METERING PUMP SKID FOR CREEDE WTP, CO



UGSI Chemical Feed, Inc. File No.: 202004-24797-1

Prepared on: November 13, 2020
Prepared by: David Stonage

SALES REPRESENTATIVE
Municipal Treatment Equipment
Mike Glavan
Golden, CO
303-231-9175
mglavan@municipaltreatment.com



November 13, 2020

To: City of Creede
Scott Johnson

Re: Metering Pump Skid
Creede WTP, CO
UGSI Chemical Feed, Inc. File No.: 202004-24797-1

Dear Scott Johnson,

UGSI Chemical Feed, Inc. is pleased to submit this firm proposal for an Encore® EP solenoid metering pump skid, in accordance with the relevant information, provided to us.

A detailed breakdown of our scope of work is on the following pages. Please review it carefully, to ensure that a complete system is being provided.

We appreciate the opportunity to work with you. If we can be of any further assistance, please do not hesitate to contact myself at (970) 556-2001 or our sales representative.

Thank you.

Sincerely,

Jeff Rhodes
UGSI Chemical Feed, Inc.
VP of Commercial Development

cc: Mike Glavan – Municipal Treatment Equipment

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

FIRM PROPOSAL
PUMP SKID SYSTEM

Customer: City of Creede
Project Name: Creede WTP
Project Location: Creede, CO
Contact: Scott Johnson - Public Works Director
Proposal No.: 202004-24797-1
Proposal Date: November 13, 2020

Applications Engineer: David Stonage
Regional Manager: Jeff Rhodes
Manufacturer's Rep: Municipal Treatment Equipment - Golden, CO
Contact: Mike Glavan
Phone: 303.231.9175

BID INFORMATION

Spec Section: Metering Pump Skid

SCOPE OF SUPPLY

Qty	Description
	Sodium Hypochlorite (2.2 LPH at 8 bar)
1	Single-pump chemical feed skid including HDPE skid weldment, 1/2" PVC pipe, valves and fittings / Viton seals wye-strainer calibration column pulsation dampener pressure relief valve back pressure valve pressure gauge with guard factory assembled and tested
	Pump Detail
	Encore EP solenoid metering pump, model 4 with: 0.89 GPH capacity at 232 psi PVC head, glass balls, FPM gaskets, external control with 4-20 mA signal 1/4 x 3/8" hose connections 115V/1ph/60 Hz power input, NEMA 4X enclosure rating
1	Spare Encore EP solenoid metering pump, model 4

SCOPE OF ENGINEERING

The following documentation shall be provided by Seller:

- Shop Drawing Submittal
 - Detailed Scope of Supply
 - Comments & Clarifications
 - Project Schedule
 - Technical Information / Equipment / Drawings
 - Catalog Cut sheets
 - Dimensional Drawings / General Assembly Drawings
 - Functional Schematics / Piping and Instrumentation Diagrams (when applicable)
 - Electrical Schematics (when applicable)
 - Control Panel Layouts, Ladder Logic Diagrams (when applicable)
 - Receiving, Handling and Storage

- Warranty Statement
- Operation and Maintenance Manuals
 - Ordering Information
 - Warranty Statement
 - Introduction
 - Safety Precautions
 - Preventive Maintenance General Information
 - Maintenance Record Card
 - Regional Offices
 - Technical Data
 - Installation
 - Operation
 - Service
 - Illustrations
 - Preventive Maintenance Kits and Spare Parts List
 - Additional Literature

NOTE - In an effort to be environmentally responsible, one (1) hard copy of the submittal and O+M will be supplied and up to eight (8) copies will be supplied on CD-ROM. Additional hardcopies of the submittal and O+M can be supplied at a cost of \$50.00 each.

ITEMS NOT INCLUDED IN SCOPE

- Mechanical and electrical installation labor
- Civil work including supply of anchor bolts
- Interconnecting piping
- Interconnecting wiring (unless detailed above)
- Valves, fittings, appurtenances not specifically listed above
- Decks, stairs and mezzanines not specifically listed above
- Installation supervision
- All taxes, fees, lien waivers, bonds and licenses
- Room ventilation, air conditioning, or lighting
- Videotaping (unless a videotape agreement is signed)

COMMERCIAL OFFERING

- Payment Terms:** 20% Due on Approval of Submittals
80% Due on Shipment of Equipment
All payments are due 30 days from date of invoice and are not subject to retention.
- FOB:** Factory
- Freight to Job Site:** Included
- Submittal:** 4-6 weeks after receipt and approval of purchase order
- Shipment:** 8-10 weeks after receipt of full information and approved drawings (when required)
- Startup:** Not Included
- Training:** Not Included
- Extended Warranty:** Not Included
- Price:** \$7,800

Other Conditions:

- 1) UGSI Chemical Feed, Inc. (Seller) proposes to furnish materials, and/or equipment for the product identified at the beginning of this proposal. Any items not shown above as detailed under (i) 'SCOPE OF SUPPLY', (ii) 'SCOPE OF ENGINEERING', or (iii) other attachments to this proposal, are EXCLUDED. In addition:
 - a. Seller's price will be held valid for a period of 90 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
 - b. Prices are in US Dollars.
 - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions contained in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by "Seller" (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 3) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 4) Please return a signed copy of this proposal or address and send your purchase order to:
 - UGSI Chemical Feed, Inc.
 - 1901 W Garden Rd
 - Vineland, NJ 08360
 - Attn: Debra Petsch
 - Phone: 856.896.2160
 - Fax: 856.457.5920
 - E-mail: dpetsch@ugsichemicalfeed.com

Thank you for your interest in UGSI Chemical Feed, Inc.. We are committed to meeting your expectations.

PROPOSAL ACCEPTANCE

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Standard Terms and Conditions of Sale accessible at:

<http://ugsichemicalfeed.com/ChemFeedTsandCs.Rev.19.01.10.php>

Company Name

Buyer's Name (printed)

Buyer's Authorized Signature

Date

Reliable Dosing of Chemicals

Solenoid diaphragm dosing pumps play an important role in the reliable and accurate dosing of liquids.

UGSI Chemical Feed, Inc. metering pumps are specifically designed for water treatment and the process industry.

Wide Range of Applications

The Encore® EP is available in seven sizes for metering applications up to 3.96 gph with back pressures up to 232 psig. Double-ball valves ensure accurate, consistent dosing. The dosing rate can be adjusted by changing the stroke frequency manually, via external control contact or by using a 0/4 - 20 mA signal.

Several different materials and connections are available for wetted-end components. By using appropriate and recommended materials, the Encore® EP can be used in a wide variety of process applications.

Matching accessory sets with tubing, injection nozzles and suction lines allow quick installation and reliable operation.

Simple to Use and Space-saving

Thanks to the sturdy, low-maintenance solenoid drive, the media being supplied (for example acids, alkalis, coagulants and flocculants) are reliably and accurately dosed.

The combination of the Encore® EP's solid design and the easy-to-use digital controls allow for short set up times and efficient operation.

The compact design and the small footprint allow for easy integration into dosing systems even for installations with limited space available.

Wall mounting is possible provided the check valves remain in a vertical orientation by rotating the head.

The Encore® EP is also available with an optional Ethernet interface. This network connection enables you to control stroke frequency. In addition, all error messages can be transmitted back to the external controller.



In Short

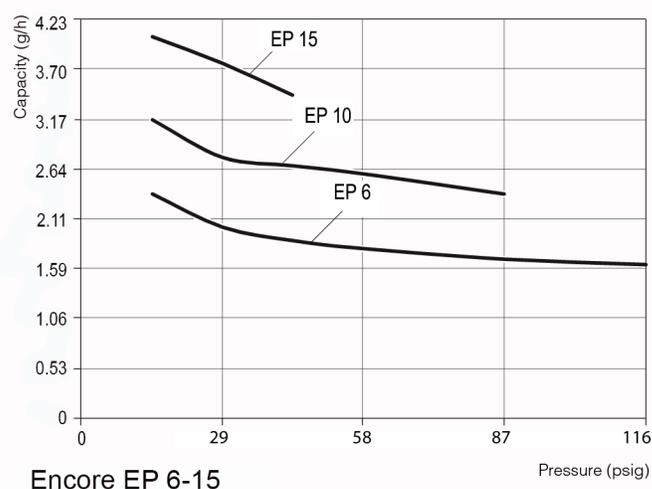
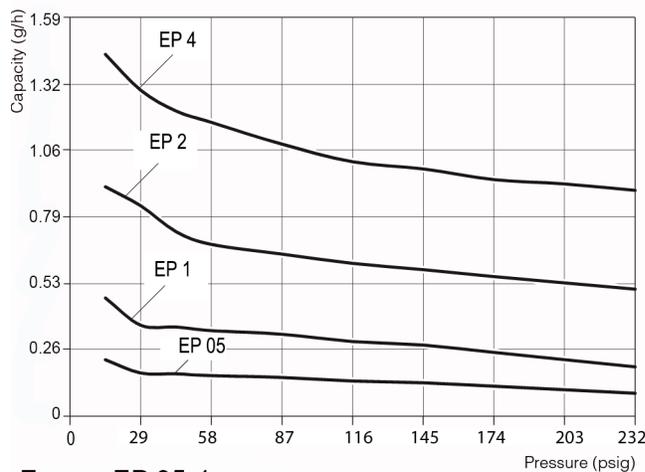
- Capacity range to 3.96 gph, up to 232 psig
- Wide range power supply unit 110-240 VAC, 50/60 Hz
- Multi-language menu support
- Easy-logic menu controls with graphical display guidance
- Calibration functionality
- Multi-unit capacity indication
- Two Eco-operation settings
- External control via standard signal 0/4 - 20 mA
- External control via floating contacts with impulse increase and reduction
- Batch dosing with both interval and timer functions
- Integrated vented head (standard on plastic version)
- Wall and floor mounting possible without a bracket
- Double-ball valves ensure accurate dosing
- Materials available: PVC (standard), PP, PVDF and Stainless Steel
- Material consistency for pumps and accessories
- Dosing heads and valves for high-viscosity media are available

Technical Data

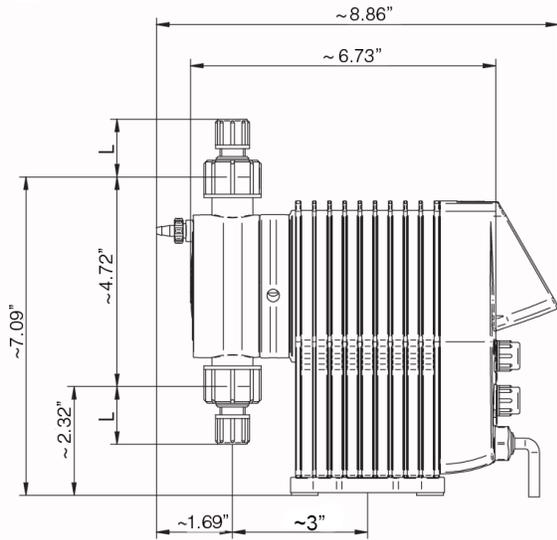
Encore® EP			05	1	2	4	6	10	15
Delivery capacity at max. pressure	gph		0.09	0.20	0.50	0.89	1.60	2.40	3.43
	ml/stroke		0.05	0.05	0.2	0.31	0.57	0.83	0.86
Max. supply pressure	psig		232				116	87	43
Delivery capacity at average pressure	gph		0.14	0.29	0.61	1.00	1.80	2.64	3.96
	ml/stroke		0.08	0.07	0.24	0.35	0.63	0.92	1.0
Average back pressure	psig		116				58	43	14
Max. stroke frequency	SPM		120	250	160	180			250
Suction head for non-gassing media	ft H ₂ O		16		9			6	
Max. inlet pressure	psig		11 PSI						
Nominal valve width			DN3			DN4			
Voltage supply			110 to 240 V AC, -10% / +5%, 50/60 Hz						
Power consumption	W		10	15	21	27	28	29	26
Protection class			IP 65 (with covering caps on the connections)						
Insulation class			F						
Weight	PVC, PP, PVDF	lb	7						
	Stainless Steel	lb	9.5						
Ambient temperature range	°F		Stainless Steel/PVDF 41°F - 113°F (41°F - 104°F with PVC parts)						
Max. temperature of the medium	°F		Stainless Steel/PVDF 176°F (with PVC parts 95°F; with PP parts 140°F)						

Flow Curves

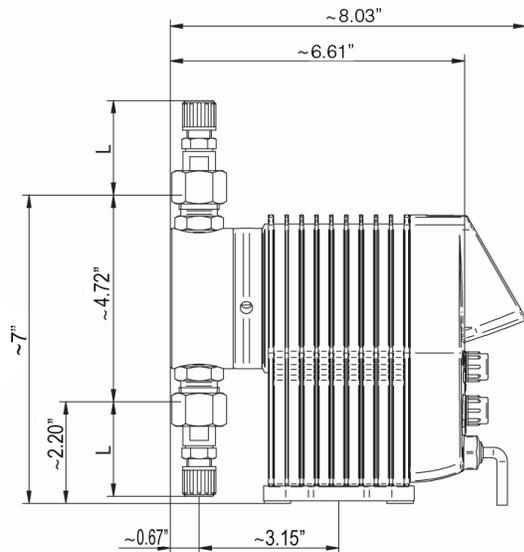
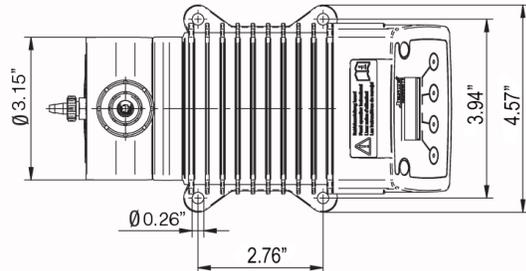
The flow curves are valid for ambient temperatures of 68°F (20°C) and dosing water at 100% stroke frequency. The delivery capacities depend on the medium (density and viscosity) and temperature.



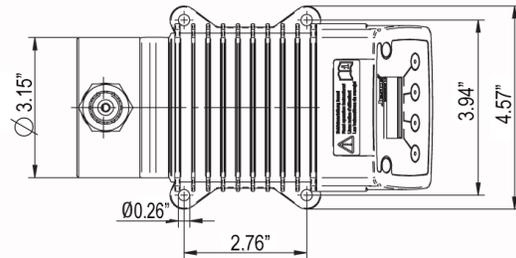
Encore® EP Dimensions



Encore® EP with dosing head made of PVC, PP or PVDF



Encore® EP with dosing head made of stainless steel



Material	Connection Size	Union Nut	L
PVC, PP, PVDF	1/4" x 3/8"	D4	1.34"
	1/4" FNPT	D4	1.96"
Stainless Steel	1/4" FNPT	D6	2.12"

Accessories

Even the best pump can be improved – simply by the addition of appropriate accessories.

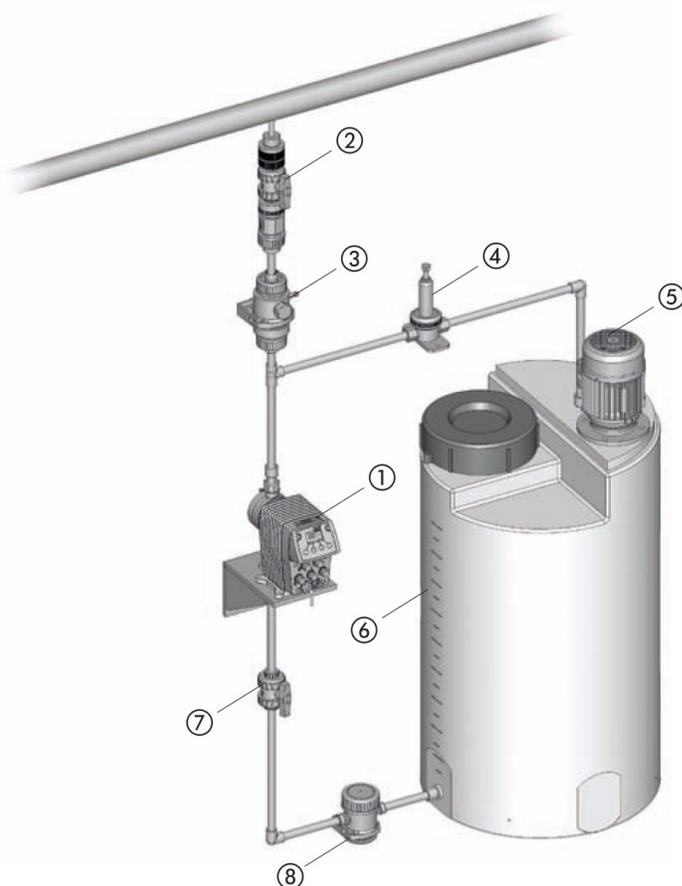
Suitable sets of accessories, consisting of suction/discharge tubing, foot valve and injection nozzle, are available for the dosing pumps.

To turn your dosing pump into an efficient dosing system, we recommend using the following accessories:

- Injection nozzles - to dose the medium into the main line and to prevent it from flowing back into the pressure line
- Back pressure and pressure relief valves - to increase dosing accuracy or to protect the system against excessive pressure

- Pulsation dampener - to dampen supply flow as well as to reduce discharge flow pulsations
- Priming aids - to significantly ease priming of dosing pumps with low supply volumes per stroke, for large suction heights, highly viscous dosing media, for initial priming or when priming after the system has been idle
- Suction pressure regulator - to prevent medium flow when the dosing pump is not running or to prevent a vacuum being formed in the event of a pipe failure

Please contact us for more information on accessories and metering pump systems.

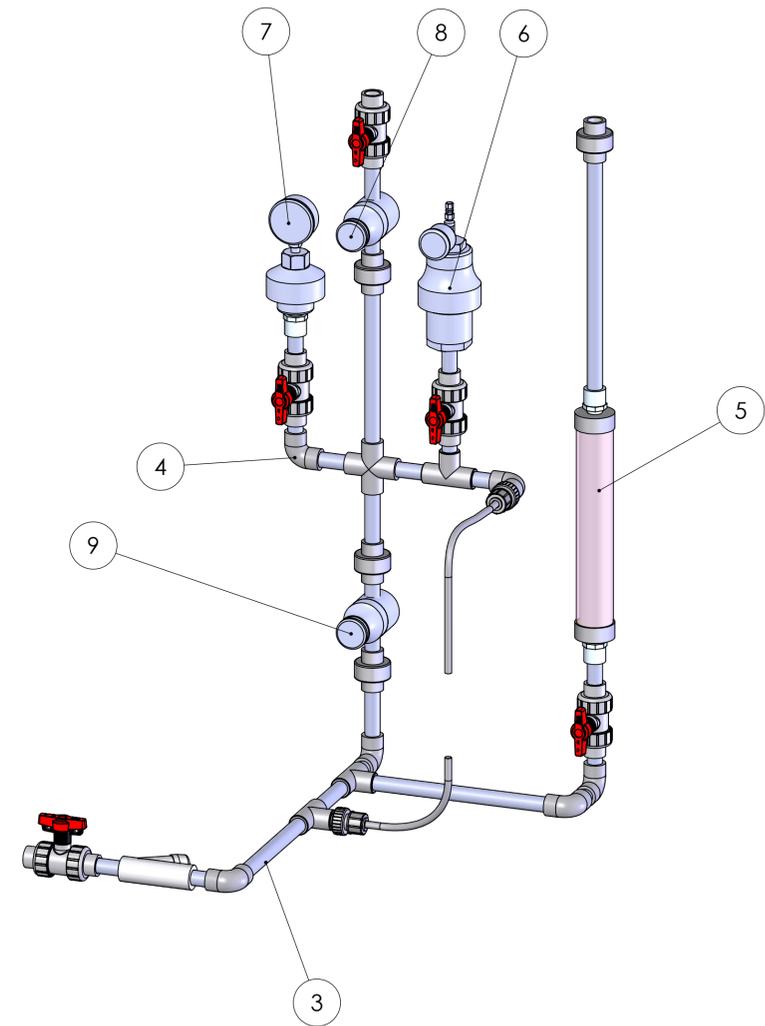
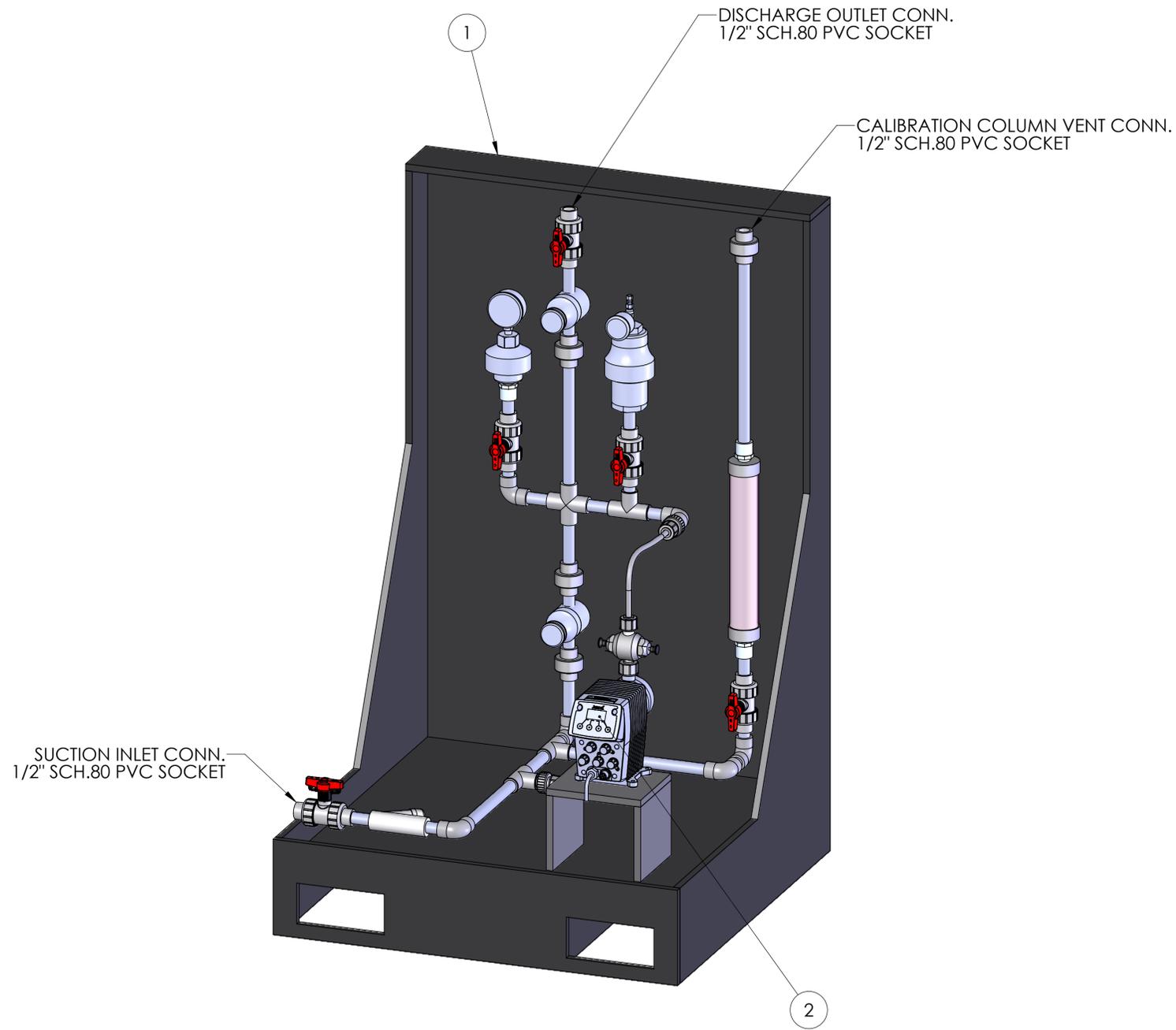


Legend

- ① Encore® EP
- ② Injection Nozzle with Shut-off Valve
- ③ Pulsation Dampener
- ④ Pressure Relief Valve
- ⑤ Electric Agitator
- ⑥ Dosing Tank
- ⑦ Shut-off Valve
- ⑧ Suction Pressure Regulator



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1		HDPE SKID WELDMENT	1
2		ENCORE EP METERING PUMP WITH 5-FUNCTION VALVE	1
3		SUCTION PIPING ROUTE	1
4		DISCHARGE PIPING ROUTE	1
5		CALIBRATION COLUMN, PVC	1
6		PULSATION DAMPENER	1
7		PRESSURE GAUGE 0-160 PSI	1
8		BACK PRESSURE VALVE, PVC	1
9		PRESSURE RELIEF VALVE, PVC	1



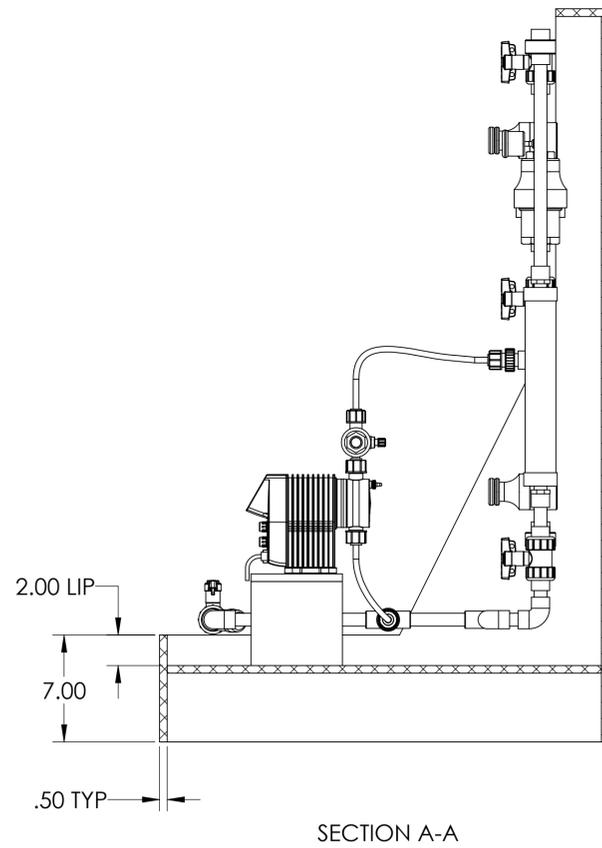
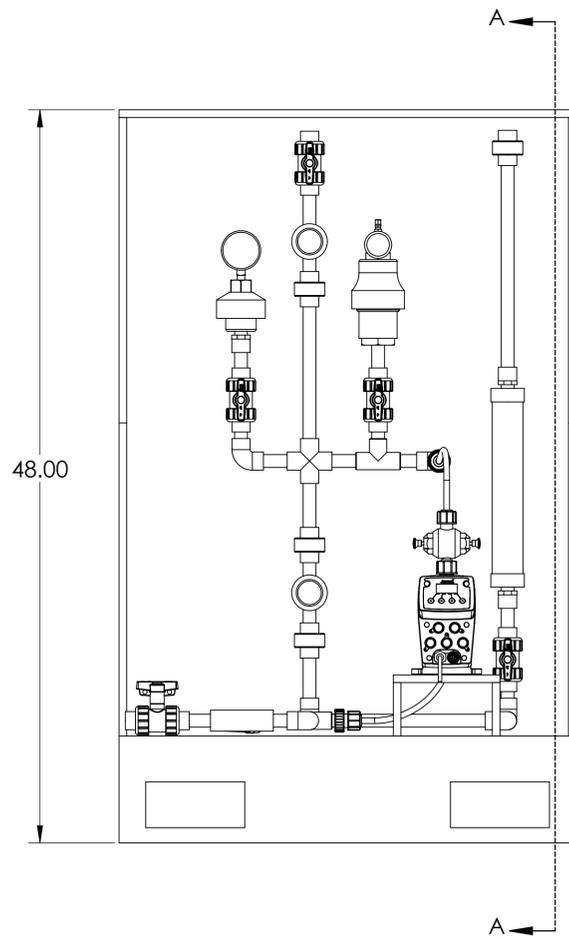
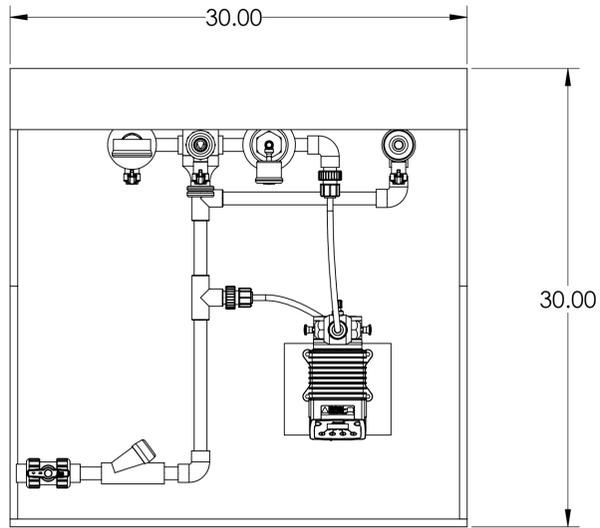
NOTES:

1. FRAME MATERIAL: 1/2" THICK THERMAL WELDED BLACK HDPE
2. PIPING MATERIAL: SCHEDULE 80 PVC, FKM/FPM (VITON) & PTFE (TEFLON) ELASTOMERS
3. CONNECTIONS: SOCKET, NPT OR TUBING TYPE
4. SOLVENT CEMENT: WELD-ON 724

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF UGCS CHEMICAL FEED, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF UGCS CHEMICAL FEED, INC. IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:		NAME	DATE	
DIMENSIONS ARE IN INCHES	TOLERANCES:	DRAWN	BNZ	06-28-16
FRACTIONAL ±	ANGULAR: MATCH ±	CHECKED		
TWO PLACE DECIMAL ±	BEND ±	ENG APPR:		
THREE PLACE DECIMAL ±		MFG APPR:		
	INTERPRET GEOMETRIC TOLERANCING PER:	G.A.		
	MATERIAL	COMMENTS:		
NEXT ASSY	USED ON	FINISH		
APPLICATION				

TITLE:		
1-PUMP CHEM FEED SYS		
SIZE	DWG. NO.	REV
SCALE: 1:15	WEIGHT:	SHEET 1 OF 2



PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF USSJ CHEMICAL FEED, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF USSJ CHEMICAL FEED, INC. IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DRAWN	DIMENSIONS ARE IN INCHES	BNZ	06-28-16
CHECKED	TOLERANCES:		
ENG APPR.	FRACTIONAL ±		
MFG APPR.	ANGULAR MATCH ±		
	BEND ±		
	TWO PLACE DECIMAL ±		
	THREE PLACE DECIMAL ±		
	INTERPRET GEOMETRIC TOLERANCING PER:	G.A.	
	MATERIAL	COMMENTS:	
NEXT ASSY	USED ON	FINISH	
APPLICATION			

TITLE:		
1-PUMP CHEM FEED SYS		
SIZE	DWG. NO.	REV
SCALE: 1:6	WEIGHT:	SHEET 2 OF 2

EX-1000 June

1010023110

VIRGINIA G. CHRISTENSEN TRUST AGREEMENT

I, VIRGINIA G. CHRISTENSEN, as Grantor, make this Trust Agreement with FIRST NATIONAL BANK IN BOULDER, Boulder, Colorado, as Trustee.

The Trust created by this Trust Agreement may be called the VIRGINIA G. CHRISTENSEN TRUST.

ARTICLE 1.00 - TRUST ESTATE

I hereby transfer to the Trustee the property described in the attached Schedule A. This property, which the Trustee accepts and agrees to hold in trust upon the terms and conditions of this Trust Agreement, together with any additions made by me or any other person in any manner, and any benefits payable to the Trustee by reason of my death shall constitute my trust estate. During the term of this Trust, the Trustee shall hold, manage and invest the trust estate, collect income, pay necessary expenses of administration and distribute net income and principal as subsequently provided.

ARTICLE 2.00 - FAMILY INFORMATION

My husband, EMIL W. CHRISTENSEN, is deceased. I have no children.

ARTICLE 3.00 - RESERVED RIGHTS

During my lifetime, while not under any disability, I reserve the following rights: (a) the right to amend or revoke this Trust Agreement, in whole or in part, at any time or times, by a written notice delivered to the Trustee during my lifetime; (b) the right to increase the trust estate at any time by delivering additional property to the Trustee; and (c) the right to remove any property from the trust estate after giving written notice to the Trustee.

ARTICLE 4.00 - DISPOSITION DURING GRANTOR'S LIFE

4.01 INCOME AND PRINCIPAL DISTRIBUTIONS: During my lifetime, the Trustee shall pay or apply the net income and principal of the trust estate as I may direct from time to time, but until otherwise directed, the Trustee shall pay the net income to me at least quarterly. If I become disabled, the Trustee may use so much of the net income and principal of the trust estate as the Trustee in its discretion deems necessary (a) for my health, maintenance and support; and (b) for discharging any obligations incurred by me which the Trustee believes to be valid debt. Any undistributed income shall be added to principal.

4.02 CASH ACCOUNTS: During my life, the Trustee is authorized to maintain accounts in any financial institution and to deposit into such accounts any net income or principal payable to me under the terms of this Trust Agreement. I am authorized to withdraw funds from such accounts, and any such withdrawal shall be considered a partial revocation of this Trust and shall be charged to and paid from such accounts to the extent that the funds on deposit therein are sufficient. Such accounts shall be considered at all times part of the trust estate, and upon my death any funds remaining in such accounts shall be disposed of under the provisions applicable subsequent to my death.

ARTICLE 5.00 - DEBTS AND DEATH TAXES ON GRANTOR'S DEATH

On my death, the Trustee in its discretion may pay directly or to my Personal Representative expenses of administration, expenses of my last illness, funeral and burial, my legally enforceable debts, and any taxes, including interest and penalties, payable by reason of my death on any property included in my estate for tax purposes, other than any generation-skipping tax, as my Personal Representative may request, or if there is no Personal Representative then acting, as the Trustee determines, all without contribution from any person and without apportionment. No death taxes shall be paid from assets which are nontaxable for federal estate tax purposes. No inference shall be drawn that the Trustee is directed by me to make any payment to satisfy any claim against my estate.

ARTICLE 6.00 - DISPOSITION OF TRUST ESTATE ON GRANTOR'S
DEATH

6.01 TRUST ESTATE DISTRIBUTION: The trust estate which for purposes of this Article includes all benefits or assets payable to the Trustee by reason of my death and any property added to the trust estate by my Will, but after making or providing for the payments under Article 5.00 preceding, the Trustee shall distribute the principal and all accumulated and accrued but undistributed income of the trust as follows:

A. Pecuniary Devises.

(1) The sum of \$10,000.00 to my friends, Joanne and Benjamin Cross, presently residing in Longmont, Colorado, if they both survive me, or to the survivor of them if only one shall survive me.

(2) The sum of \$5,000.00 to my friend, Mary Bouchard Benton, presently residing in Boulder, Colorado, if she survives me.

(3) The sum of \$5,000.00 to my friend, Nicci Edwards Hefly, presently residing in Lafayette, Colorado, if she survives me.

(4) The sum of \$5,000.00 to my friend, Miss Elsa Challstrom, presently residing in Arvada, Colorado, if she survives me.

(5) The sum of \$5,000.00 to my friend, Miss Debbie Ormsbee, presently residing in Denver, Colorado, if she survives me.

(6) The sum of \$5,000.00 to my friend, Gary Ormsbee, presently residing in Denver, Colorado, if he survives me.

(7) The sum of \$5,000.00 to my niece, Mrs. F. K. Newcomer, Jr., presently residing in Morristown, New Jersey, if she survives me.

(8) The sum of \$1,000.00 to my friend, Robert Bernzen, presently residing in Boulder, Colorado, if he survives me.

(9) The sum of \$1,000.00 to my friend, George Bernzen, presently residing in Boulder, Colorado, if he survives me.

(10) The sum of \$5,000.00 to my friends, Sarah and Jack Benham, presently residing in Ouray, Colorado, if they both survive me, or to the survivor of them if only one shall survive me.

(11) The sum of \$5,000.00 to my friends, Susan and David R. Winters, if they both survive me, or to the survivor of them if only one shall survive me.

(12) The sum of \$5,000.00 to my friends Pam Leland and Richard W. Bloomer, if they both survive me, or to the survivor of them if only one shall survive me.

(13) The sum of \$5,000.00 to my friends Susan and Alexander MacDonald, if they both survive me, or to the survivor of them if only one shall survive me.

(14) The sum of \$5,000.00 to my friends Dorothy and David Raby, if they both survive me, or to the survivor of them if only one shall survive me.

B. Remaining Trust Estate. The remainder of the Trust Estate including any of the gifts listed in paragraph A., items (1) through (14) which shall lapse because the intended donee or donees do not survive me, shall be retained and held in trust by the Trustee in four (4) separate trusts in the following amounts:

(1) Twenty percent (20%) to the Town of Creede, Colorado.

(2) Twenty percent (20%) to The Community Hospital Association of Boulder, Colorado or its successor.

(3) Fifty percent (50%) to the Boulder Historical Society, Boulder, Colorado or its successor.

(4) Ten percent (10%) to Boulder County Humane Society, Boulder County, Colorado or its successor.

C. Trust Administration. As to each separate trust created hereunder, the Trustee shall administer each trust as follows:

(1) The net trust income shall be distributed to the beneficiary at least annually.

(2) As to the trust created for the Town of Creede, Colorado, the Trustee may in its sole and absolute discretion but is not required to distribute principal from the trust to be used for park or recreational facilities that would commemorate the good times that my husband, Emil W. Christensen, enjoyed while working in and around the mine and power houses for the Creede Exploration Co.

(3) No distributions from any of the separate trusts, income or principal shall be used for payment of salaries or other ordinary operating expenses.

(4) If at any time any of the organizations mentioned shall not be in existence or shall not be an organization described in each of sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended (or in similar provisions of subsequent laws) or cannot be identified with reasonable certainty, the gift in trust to such organization shall not lapse but shall be paid to such exclusively charitable, scientific, educational or religious organization or organizations, which are described in each of such sections, as the Trustee shall in its discretion determine to be most similar to the organizations I have attempted to designate, in such amounts, shares and interests as the Trustee may determine. The judgment of the Trustee in making any such selection or allocation shall be final and binding on all persons and organizations having any interest in the matter.

(5) If the Trustee, in its sole and absolute discretion, determines that it is not economical,

practical or in the best interests of the beneficiary (including potential violation of Colorado law, the Internal Revenue Code or other applicable law that would adversely affect the income and estate tax status of my estate or the trusts or the longevity or viability of the trusts operating in perpetuity) to retain the property in trust, the Trustee may terminate the trusts and distribute the property to the income beneficiaries as if received outright upon the creation of the gift in trust.

ARTICLE 7.00 - TRUST ADMINISTRATIVE AND PROTECTIVE PROVISIONS

7.01 JURISDICTION: The Trusts created under this Trust Agreement shall be administered free of judicial intervention except as otherwise provided by law.

7.02 INALIENABILITY: No beneficiary shall have any right to transfer, assign or encumber any part of a Trust nor shall any part of a Trust, including income, be liable for the obligations, including alimony, of any beneficiary or be subject to the claims of creditors.

7.03 BENEFITS PAYABLE TO TRUSTEE: The Trustee shall not be obligated to undertake litigation for collection of any assets payable by reason of my death, which are payable directly to the Trustee unless the Trustee is indemnified to its satisfaction against any liability and the expense of litigation. The Trustee is authorized to compromise any claims as the Trustee deems prudent. Payment to the Trustee shall fully discharge any payor. Notwithstanding anything herein to the contrary, any assets which are payable directly to the Trustee shall not be subject to the claims against my estate nor shall such assets be included in my probate estate.

7.04 ESTATE ADMINISTRATION: Notwithstanding any other provisions, on my death, the Trustee is authorized but is not directed as follows:

A. To pay claims and administration expenses of my estate, any allowances provided for by law, and any death taxes;

B. To purchase, as an investment for the trust estate, any of my probate property;

C. To make loans, with or without security, to the Personal Representative on such terms as the Trustee deems advisable.

ARTICLE 8.00 - POWERS OF TRUSTEE

8.01 GRANT: Except as otherwise provided, in administering any trust, the Trustee may exercise the following powers: hold, retain, invest, reinvest and manage without diversification as to kind, amount or risk of nonproductivity in realty or personalty and without limitation by statute or rule of law; partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution, without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax bases of such assets; hold in nominee form, continue businesses, carry out agreements, deal with itself, other fiduciaries and business organizations in which the Trustee may have an interest; establish reserves, release powers and abandon, settle or contest claims. In exercising discretion regarding distribution of assets with different income tax bases, the Trustee shall exercise such discretion in a manner which will not result in disallowance of any deduction otherwise allowable in determining the federal estate tax due in my estate and in the exercise of such discretion the Trustee shall be under no duty to make any compensatory adjustments as a consequence of any such distribution.

8.02 FIDUCIARY POWERS ACT: The Trustee may exercise all of the powers in the Colorado Fiduciaries' Powers Act, which I incorporate by reference into this Trust Agreement as the Act exists on the date of this Trust Agreement.

8.03 DISTRIBUTIONS: The Trustee may make any distributions under this Trust Agreement (1) directly to the beneficiary, (2) to the beneficiary's Guardian, Conservator or Custodian, (3) to any person deemed suitable by the Trustee, or (4) by direct payment of the beneficiary's expenses. Upon receipt of the distribution, the Trustee shall be fully discharged.

ARTICLE 9.00 - TRUSTEE SUCCESSION AND ADMINISTRATIVE PROVISIONS

9.01 RESIGNATION: The Trustee may resign by giving me thirty days' written notice if I am living and not under any disability. During my lifetime and while not under any disability, I may appoint in writing a Successor Trustee. Following my death or if I am under any disability, the Trustee may resign by giving the beneficiaries named under paragraph 6.01B thirty days' written notice. A majority of such beneficiaries may petition any court of competent jurisdiction to name a Successor Trustee. Any Successor Trustee appointed by the Court must be a corporation organized under the laws of any state or the United States which maintains a full time trust department. By making an appointment, no court shall acquire jurisdiction over the trust.

9.02 RIGHTS OF SUCCESSORS: Every Successor Trustee shall have all the powers and duties conferred upon the original Trustee. No Successor Trustee shall be under any duty to examine the records and acts of any previous Trustee or any allocation of the trust estate nor be responsible for any act or omission to act on the part of any previous Trustee.

9.03 NO BOND: No Trustee or any successor shall furnish any bond unless required by law or court rule in which event no surety shall be required.

9.04 COMPENSATION: Any Trustee shall be entitled to reasonable compensation commensurate with the services actually performed and reimbursement for expenses properly incurred.

9.05 REPRESENTATION OF BENEFICIARY: The Conservator, the Guardian or the person having the right of custody of the Grantor who is disabled, may act for such beneficiary for all purposes under the provisions of this Article.

ARTICLE 10.00 - DEFINITIONS AND OTHER PROVISIONS

10.01 DISABILITY: For the purpose of this Trust Agreement, I shall be considered disabled if it is determined that I am unable to manage my own affairs, I am incapable of expending funds for my own use and benefit or I am

unable to give prompt attention to property management or other financial affairs requiring my consideration because of illness, age or other cause as evidenced by either (a) a written certification by my personal physician delivered to the Trustee; or (b) a declaration or adjudication by an appropriate court; or (c) the appointment of a Guardian or Conservator by an appropriate court. However, such disability may be revoked by a written certification from my personal physician or by court order which states that I am no longer disabled. In such event all rights and powers under this Trust Agreement shall revert back to me.

10.02 SINGULAR AND PLURAL: Throughout this Trust Agreement the singular may be construed as the plural and vice versa.

10.03 APPLICABLE LAW: The meaning and effect of all dispositions under this Trust Agreement and any Trust created under this Trust Agreement shall be determined under the laws of Colorado.

10.04 DEFINITIONS: Unless otherwise provided, definitions of terms in this Trust Agreement shall be as defined in the Colorado Probate Code in effect at the date of this Trust Agreement.

THIS TRUST AGREEMENT shall be effective as of

JUNE 16, 1987.

GRANTOR:

Virginia L. Christensen

VIRGINIA G. CHRISTENSEN

TRUSTEE:

FIRST NATIONAL BANK IN BOULDER

By

Craig Stutell

STATE OF COLORADO)
) ss:
COUNTY OF BOULDER)

Subscribed and sworn to before me this 16th day of June, 1989, by VIRGINIA G. CHRISTENSEN, Grantor and Trustee.

Witness my hand and official seal.

(SEAL)

My commission expires:

My Commission Expires 11/17/92

Risë A. Galbraith
Notary Public

Risë A. Galbraith
3200 Cripple Creek Trail
Boulder, CO 80303

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 16th day of June, 1989, by CRAIG E. TRIBOLET, as Senior Vice President of the FIRST NATIONAL BANK IN BOULDER, Trustee.

Witness my hand and official seal.

(SEAL)

My commission expires:

My Commission Expires 11/17/92

Risë A. Galbraith
Notary Public

Risë A. Galbraith
3200 Cripple Creek Trail
Boulder, CO 80303

SCHEDULE A
to Trust Agreement
of VIRGINIA G. CHRISTENSEN

AMENDMENT TO
THE VIRGINIA G. CHRISTENSEN TRUST AGREEMENT

WHEREAS, the Virginia G. Christensen Trust Agreement, dated June 16, 1989 ("Trust Agreement") created four charitable trusts, each trust being established for the benefit of a governmental body or a charitable beneficiary; and

WHEREAS, in order to preserve the intent of the grantor, Virginia G. Christensen, that the four charitable trusts be exempt from the imposition of federal income and excise taxes by virtue of being supporting organizations to the beneficiaries expressly named in the Trust Agreement, the trustee of the four charitable trusts and all of the charitable beneficiaries thereunder desire to amend the Trust Agreement to add provisions that conform to Sections 508(e) and 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and

WHEREAS, C.R.S. 15-1-1001 *et. seq.*, provides that a trustee of a charitable trust, with the consent of all the beneficiaries under the governing instrument, may, without application to any court, amend the governing instrument to conform to the provisions of Sections 508(e) and 501(c)(3) of the Code by executing a written amendment to the governing instrument for that purpose and submitting it to the Colorado Attorney General for approval.

AMENDMENT

Pursuant to C.R.S. § 15-1-1002(3), the Trust Agreement is hereby amended to conform to the provisions of Sections 508(e) and Section 501(c)(3) of the Code, by adding the following:

1. Notwithstanding any provision of the Trust Agreement to the contrary, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, shall not make any taxable expenditures as defined in Section 4945(d) of the Code, shall not make any investments that jeopardize the charitable purpose of the Trust within the meaning of Section 4944 of the Code and the Regulations thereunder, and shall not retain any excess business holdings within the meaning of Section 4943(c) of the Code.

2. Notwithstanding any provision of the Trust Agreement to the contrary, if Section 4942 of the Code is at any time applicable to the Trust, the Trustee shall make distributions from the Trust at such time and in such manner as not to subject the Trust to tax under Section 4942 of the Code.

3. Notwithstanding any provision of the Trust Agreement to the contrary, the Trust is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that

qualify as exempt organizations under Sections 501(c)(3) or 170(c) of the Code, or corresponding section of any future federal tax code.

4. Notwithstanding any provision of the Trust Agreement to the contrary, no part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions as set forth in the Trust. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Amendment, the Trust shall not carry on any other activity not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or (b) by an organization, the contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding section of any future federal tax code.

5. Upon termination of the Trust, any remaining assets which are not distributed pursuant to the terms of the Trust Agreement to an entity or entities described in Sections 170(c), 2055(a), and 2522(a) of the Code, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the Trust is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes; except that the portion of the Trust assets which would have been available to the Town of Creede, Colorado, a statutory town, shall be distributed to the Town of Creede or another qualifying local governmental entity in Mineral County, Colorado, or another qualifying entity described in Sections 170(c), 2055(a), or 2522(a) of the Code, and shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code by the District Court of Mineral County, Colorado.

6. If any provision of the Trust Agreement conflicts with the requirements of the above amendments, the terms of the amendment shall control so that the administration of the Trust shall conform with the requirements of Sections 508(e) and 501(c)(3) of the Code.

7. Each of the provisions of this Amendment are severable, and in the event, for any reason, any provision shall be held to be invalid by a final judgment of any court of competent jurisdiction or any arbitration panel, such invalidity shall not affect any

CONSENT OF BENEFICIARY

The undersigned, being a beneficiary of the Virginia G. Christensen Trust created under the Virginia G. Christensen Trust Agreement dated June 16, 1989, by its signature hereon, declares that it has read the Amendment to the Virginia G. Christensen Trust Agreement and hereby approves and consents to the adoption thereof pursuant to C.R.S. § 15-1-1002(3).

BENEFICIARY:

Dated: December 3, 1998

Boulder Historical Society

By: Courtland K. Spicer

STATE OF COLORADO)
) ss:
COUNTY OF)

Subscribed, sworn to, and acknowledged before me this 3rd day of December, 1998, by Courtland K. Spicer for the Boulder Historical Society, beneficiary of the Virginia G. Christensen Trust.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 2/4/02

Wendy M. Gordon
Notary Public

