


DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO	
Court Address: Douglas County Justice Center 4000 Justice Way, Suite 2009 Castle Rock, CO 80109	
Phone Number: 720-437-6200	
IN RE THE MATTER OF LOUVIERS WATER AND SANITATION DISTRICT	
Timothy J. Flynn Collins Cole Flynn Winn & Ulmer, PLLC 165 S. Union Blvd., Suite 785 Lakewood, Colorado 80228 Telephone: 720-617-0080 E-Mail: tflynn@cogovlaw.com Attorney Reg. No.: 10484	▲ COURT USE ONLY ▲
	Case No.: 08CV2136 Div.: Ctrm.: 1
OATH OF OFFICE	

I, Matthew Collitt, do affirm that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Louviers Water and Sanitation District upon which I am about to enter to the best of my ability.



 Signature

STATE OF COLORADO)
) ss.
 COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 16 day of May, 2022 by

JAKE KENNEDY JAKE KAUNDY

Person authorized to administer oaths (County Clerk and Recorder, Clerk of the Court, Court Judge, Notary Public, any Officer of the Board or any person designated by the Board, or any other person authorized to administer oaths)

Title: SECRETARY

POSITION SCHEDULE BOND

BOND NO. P76565

PIONEER GENERAL INSURANCE COMPANY

6780 E. HAMPDEN AVE., DENVER, CO 80224

PIONEER GENERAL INSURANCE COMPANY, as Surety, in consideration of an agreed premium, hereby agrees to reimburse LOUVIERS MUTUAL SERVICE COMPANY
of P.O. BOX 121 LOUVIERS CO 80131

as Employer, within two months after receipt of proof of loss, the amount of any direct loss of monies or other personal property of the Employer, including that for which the Employer is legally responsible, which any Employee while occupying any position named in the schedule attached, or added therein by written acceptance of the Surety, may while in continuous service of the Employer, directly or by collusion, cause to the Employer, not exceeding the sum specified or written acceptance of the Surety as to said position through any act of fraud, larceny, forgery, theft, embezzlement, wrongful abstraction, willful misapplication or willful misappropriation, or other fraudulent or dishonest acts committed after the 17TH day of OCTOBER, 20 05 by an Employee in a position named in said schedule, or added thereto by the Surety's written acceptance after the effective date thereof. This bond is subject to the following expressed conditions, which shall be conditions precedent to recovery by the Employer:

1. Automatic coverage is granted for the first thirty days service of any Employee, provided, however, that the automatic coverage herein granted, shall be void and of no effect from the beginning, unless during the said thirty day period the Employer has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.
2. Coverage on any position may be increased or decreased upon written request of the Employer, and agreed to in writing by the Surety, without impairing the continuity hereunder, provided however, that where it is decreased, the discovery period as set forth in paragraph 4 of these conditions (as to the cancelled portion of the suretyship by reason of any decrease), shall become effective as of the date of said decrease.
3. The Surety's liability under this bond and all continuations thereof, shall not be cumulative, and in no event shall the Surety be called upon to pay on a loss hereunder an amount greater than the largest single amount for which the position occupied by any Employee causing said loss if or has been covered in the schedule, whether said loss occurred during the term of any one or more years. The liability of the Surety for any Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Employee, or shall the liability exceed for the position when the dishonest act of the Employee shall have occurred.
4. Loss must be discovered within twelve months after cancellation of this bond or its termination as to the Employee causing such loss, whichever shall occur first. Within fifteen days after discovery of a loss, written notice of such loss must be delivered to the Surety at its Home Office in Denver, Colorado. Within three months after discovery of the loss, written proof must be furnished to the Surety at its Home Office in Denver, Colorado in itemized form duly sworn to. No suit to recover for loss hereunder shall be brought after termination of six months from the discovery of the loss.
5. In case of recovery of any loss or portion thereof (except reinsurance, co-insurance, or surety or indemnity taken from any source by or for the benefit of the Surety) the Employer shall be entitled thereto, less the actual cost of making same, until fully reimbursed, the excess, if any, to be paid to the Surety.

6. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Employee immediately upon the termination of such Employee's services, or immediately upon Employer's (or if the Employer be a co partnership, by any partner thereof, or if the Employer be a corporation, by any officer thereof), discovery either of a loss hereunder or of any dishonest act committed by any Employee, or on the date specified in written notice given by the Employer to the Surety as to any or all positions or Employees, or after thirty days' written notice given by the Surety to the Employer of its intent to cancel this bond in its entirety, or as to any Employee or position. In the event of cancellation, the Surety shall refund to the Employer upon demand, any unearned premium due. All premium for coverage of any position under which notice of loss has been given earned and an additional premium shall be paid for continuance of such coverage.
7. None of the specifications of this bond shall be altered or waived, except in writing by the Surety.
8. The liability of the Surety hereunder is subject to the terms and conditions of the following, or to the following Riders attached hereto:

Dated this 17TH day of OCTOBER, 2005.

PIONEER GENERAL INSURANCE COMPANY

By: _____
Attorney -In- Fact NANCY BEASLEY

POSITION SCHEDULE COVERED HEREUNDER

TO BE ATTACHED TO & BECOME A PART OF BOND # P76565

DATE 10/17/05

NUMBER	POSITION	NAME	LOCATION	AMOUNT
1.	PRESIDENT		LOUVIERS, CO	\$5,000.00
2.	TREASURER		LOUVIERS, CO	\$20,000.00
3.	BOOKKEEPER		LOUVIERS, CO	\$10,000.00
4.				
5.				
6.				
7.				
8.				
9.				
10.				
				TOTAL: \$35,000.00

PIONEER GENERAL INSURANCE COMPANY

Denver, Colorado

P 76565

POWER OF ATTORNEY

ORIGINAL IS MULTICOLORED

KNOW ALL MEN BY THESE PRESENTS:

That the PIONEER GENERAL INSURANCE COMPANY, a corporation of the State of Colorado has its principal office in the City of Denver, Colorado pursuant to the following By-law, which was adopted by the Board of Directors of the said Company in 1990, to wit:

*Article VI - Section 2 - RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice-Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time, does hereby make, constitute and appoint

*** NANCY BEASLEY ***

OF

CASTLE ROCK, COLORADO

its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

And any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Denver, Colorado, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the Pioneer General Insurance Company, held on June 1, 1990.

RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article VI - Section 2 of the Company By-laws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached.

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, PIONEER GENERAL INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto

affixed this 15th day of August, 2005.

PIONEER GENERAL INSURANCE COMPANY

Secretary
State of Colorado)
) ss.
County of Arapahoe)

By

Bruce H. Lowdermilk
PRESIDENT



On this 15th day of August, 2005, before me personally came Bruce H. Lowdermilk to me known, who being be me duly sworn, did depose and say that (s)he resides in the County of Adams, State of Colorado; that (s)he is the President of the PIONEER GENERAL INSURANCE COMPANY, the corporation described in which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that By-law, Article VI - Section 2, adopted by the Board of Directors of said County, referred to in the preceding instrument, is now in force.



My Commission Expires 1/18/2007

Notary Public

Diane M. Bailey

I, M.J. Frick, Secretary of PIONEER GENERAL INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said PIONEER GENERAL INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Denver, Colorado this _____ day of _____.

MJ Frick