

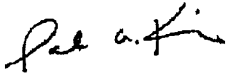




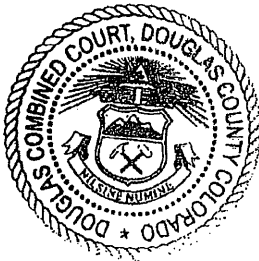
DISTRICT COURT, DOUGLAS COUNTY, COLORADO	
Court Address: 4000 Justice Way, Castle Rock, CO, 80109-7546	DATE FILED: April 5, 2016 7:38 AM
In the Matter of: HIGHLANDS RANCH METRO #5	
	<b>△ COURT USE ONLY △</b>
	Case Number: 1980CV129
	Division: 1                      Courtroom:
<b>Order: Order Granting Name Change</b>	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 4/5/2016



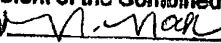
PAUL A KING  
District Court Judge



COMBINED COURT  
STATE OF COLORADO } ss.  
Douglas County.  
CERTIFIED to be a full, true and cor-  
rect copy of the original in my custody.

APR 08 2016



CHERYL A. LAYNE  
Clerk of the Combined Court  
By  Deputy

<p>DISTRICT COURT, DOUGLAS COUNTY, COLORADO</p> <p>Court Address: 4000 Justice Way Castle Rock, CO 80109</p> <p>Telephone: (303) 663-7200</p>	<p>▲ COURT USE ONLY ▲</p>
<p><b>Petitioner:</b></p> <p>HIGHLANDS RANCH METROPOLITAN DISTRICT NO. 5</p>	
<p><b>By the Court:</b></p>	<p>Case No: 80CV0129</p> <p>Division:</p> <p>Courtroom:</p>
<p><b>ORDER GRANTING NAME CHANGE</b></p>	

THIS MATTER comes before the Court on the Motion filed by the Highlands Ranch Metropolitan District No. 5 for an order changing the name of the District. This Court, being fully advised in the premises and there being no objection filed by any person, hereby ORDERS:

That the name of the Highlands Ranch Metropolitan District No. 5 is hereby changed to Mirabelle Metropolitan District No. 1, effective as of the date of this Order.

**DONE IN COURT** this \_\_\_\_ day of \_\_\_\_\_, 2016.

BY THE COURT:

\_\_\_\_\_  
DISTRICT COURT JUDGE



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

# RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. LSM0842425

It is hereby mutually agreed and understood by the Principal,  
Highlands Ranch Metropolitan District No. 5

and **RLI Insurance Company** that the  
Principal's Name

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

Mirabelle Metropolitan District No. 1

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on April 5, 2016, at twelve and one minute o'clock a.m., Standard Time.

Signed this 13th day of May, 2016.

**RLI Insurance Company**

By

Barton W. Davis

Vice President





RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

# POWER OF ATTORNEY

## RLI Insurance Company

Bond No. LSM0842425

### Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$ 500,000.00) for any single obligation, and specifically for the following described bond.

**Principal:** Mirabelle Metropolitan District No.1

**Obligee:** Same as Principal

**Type Bond:** Public Official Position Schedule Bond

**Bond Amount:** \$ 10,000.00

**Effective Date:** April 5, 2016

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 13th day of May, 2016.

ATTEST:

Cherie L. Montgomery  
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company

B. W. Davis  
Barton W. Davis Vice President

On this 13th day of May, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public





RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. LSM0842425

Item 1. Name of Insured: Highlands Ranch Metropolitan District No. 5

(the "Insured")

Principal Address: c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

Item 2. Bond Period March 15, 2016 to Continuous Until Cancelled.

Item 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptances by the Company as to each Position there listed.

### I. INSURING AGREEMENT

The **RLI Insurance Company**, an Illinois corporation (the "Company"), in consideration of an agreed premium is held and firmly bound unto Highlands Ranch Metropolitan District No. 5 of Centennial, CO, Obligee, for the faithful discharge of the duties of any Public Official or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Company as to said position after the 15th day of March, 2016.

### II. CONDITIONS

**A. Coverage.** Automatic coverage is granted for the first thirty days service of any Public Official or Employee:  
(1) Occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

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 Obligee has requested in writing that the position be added to the schedule, and the Company by written acceptance has consented thereto.

Coverage on any position may be increased or decreased upon written request of the Obligee, if agreed to in writing by the Company.

**B. Cancellation.** Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Public Official or Employee on the date specified in written notice given by the Obligee to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written notice given by the Company to the Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee or position.

**C. Liability.** The Company's liability under this bond shall **not** be cumulative, and in no event shall the Company be called upon to pay as a loss hereunder in an amount greater than the largest single amount for which the position occupied by any Public Official or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Company for any Public Official or 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 Public Official or Employee. The liability of the Company shall **never exceed** the amount in effect for the position when the act

of the Public Official or Employee causing the loss shall have occurred. In the event there are more Public Officials or Employees occupying the position covered in the schedule than are listed therein, the Company shall be liable for such proportion of the amount of coverage as the number of Public Officials or Employees listed bears to the number of Public Officials or Employees actually occupying the position when the loss occurred.

The Liability of the Company hereunder is subject to the terms and conditions of the following Riders, attached thereto:

None of the specifications of this Bond shall be altered or waived, except in writing by the Company executed by its President, Vice President, Secretary, Assistant Secretary or Treasurer.

Dated this 11th day of March, 2016.

**RLI Insurance Company**

By B. W. Davis  
Barton W. Davis Vice President





SCHEDULE OF POSITIONS - EFFECTIVE THE 15th DAY OF March, 2016.

(If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Schedule Number	Position Name	No.	Position Location	Bond Amount
1	Treasurer	1		\$ 5,000.00
2	Board Member	1		\$ 1,000.00
3	Board Member	1		\$ 1,000.00
4	Board Member	1		\$ 1,000.00
5	Board Member	1		\$ 1,000.00
6	Board Member	1		\$ 1,000.00
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**CANCELLATION OF ELECTION AND  
DECLARATION DEEMING CANDIDATES ELECTED FOR  
HIGHLANDS RANCH METROPOLITAN DISTRICT No. 5**

The Designated Election Official of the Highlands Ranch Metropolitan District No. 5 has been duly authorized by the Board of Directors to cancel and declare candidates elected if, at the close of business on the sixty-third (63<sup>rd</sup>) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election to be conducted on May 3, 2016; and

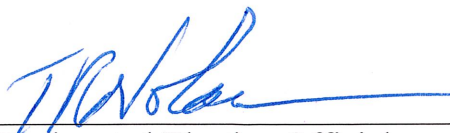
As of the close of business on March 1, 2016, or thereafter, there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

Pursuant to Section 1-13.5-513(1), C.R.S., the Designated Election Official hereby cancels the regular election to be conducted on May 3, 2016.

THE ELECTION IS CANCELLED AND THE FOLLOWING CANDIDATES ARE DECLARED ELECTED FOR THE FOLLOWING TERMS:

Jeffrey F. Kappes	395 W. Oakwood Lane Castle Rock, CO 80108	4 Year Term
Terry Kershisnik	2392 E. Terraridge Highlands Ranch, CO 80126	4 Year Term
John Kilrow	8732 E. Fremont Circle Englewood, CO 80112	4 Year Term

DATED this 1<sup>st</sup> day of March, 2016.

  
\_\_\_\_\_  
Designated Election Official

Contact Person for District:	<u>Terry Nolan</u>
Telephone Number of District:	<u>303-791-0430</u>
Address of District:	<u>62 W. Plaza Drive</u> <u>Highlands Ranch, CO 80129</u>

HIGHLANDS RANCH METROPOLITAN DISTRICT No. 5

RESOLUTION NO. 14-101

BE IT RESOLVED, that the Board hereby appoints Terry Nolan as the Designated Election Official (DEO) for the District to serve until a successor is appointed by the Board; and

BE IT FURTHER RESOLVED, that the Board hereby approves the decision of the DEO to have one precinct in the District and to establish the polling place as the District Office Building located at 62 W. Plaza Drive, Highlands Ranch, CO 80129; and

BE IT FURTHER RESOLVED, that the DEO shall, as authorized by law, cancel the election if there is not more than one candidate for each office to be filled; and

BE IT FURTHER RESOLVED, that the DEO is hereby authorized to take whatever other actions are appropriate in the conduct of the election.

Dated this 27<sup>th</sup> day of January, 2014

Ayes 3 Nays 0 Abstained 0 Absent 2

Certified by  Secretary

  
Jeffrey F. Kappes, Chairman