DISTRICT COURT, COUNTY OF DOUGLAS, STATE OF COLORADO 4000 Justice Way, Suite 2009 Castle Rock, CO 80109 720-437-6200		
PETITIONER: IN RE HESS RANCH METROPOLITAN DISTRICT NO. 5		
MaryAnn M. McGeady	▲ COURT	USE ONLY
Elisabeth A. Cortese		
McGEADY SISNEROS, P.C.	Case Number:	2015CV30973
450 E. 17 <sup>th</sup> Avenue, Suite 400		
Denver, Colorado 80203		
Phone: (303) 592-4380	Div.: 3	Ctrm.: 3
Fax: (303) 592-4385		
E-mail: mmcgeady@mcgeadysisneros.com;		
ecortese@mcgeadysisneros.com		
Atty. Reg#: 12417 and 41222, respectively		

#### **OATH OF DIRECTOR**

The undersigned solemnly swears (or affirms) that Cindi M. Rodriguez will faithfully perform the duties of this office as required by law and will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws made pursuant thereto.

i M. Rodriguez

Cindi M. Rodriguez Address: 921 S. Walden Street #204 Aurora, Colorado 80017

STATE OF COLORADO

) ss.

COUNTY OF Arapahoe

Subscribed and sworn to before me this 12<sup>th</sup> day of November, 2015.

WITNESS my hand and official seal.

nif Piño Notary Public



# CERTIFICATE OF ELECTION

### IT IS HEREBY CERTIFIED THAT

## Cindi M. Rodriguez

### WAS ELECTED TO SERVE UNTIL THE SECOND REGULAR ELECTION

AS A MEMBER OF THE BOARD OF DIRECTORS OF THE

## HESS RANCH METROPOLITAN DISTRICT NO. 5

AT THE ELECTION HELD TUESDAY, NOVEMBER 3, 2015.

Dated: November 4, 2015

Signed: /s/ JENNIFER PINO

**Designated Election Official** 

THIS CERTIFICATE OF ELECTION IS MADE PURSUANT TO SECTION 1-13.5-1305(2), C.R.S.



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. LSM0807439

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

(the "Insured")

Principal Address: c/o McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203-1254

Item 2. Bond Period <u>November 4, 2015</u> to <u>Continuous Until Cancelled</u>. 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

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 \_\_\_\_\_4th \_\_\_\_ day of \_\_\_\_\_November \_\_\_\_\_, 2015

#### **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 Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee 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 4th day of November 2015

**RLI Insurance Company** 

By

Barton W. Davis

Vice President



OFF 0102 (2/93)

#### SCHEDULE OF POSITIONS - EFFECTIVE THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ November \_\_\_\_\_ 2015 \_\_\_.

(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
7				
8				
9				
10				
11				
12				
13			1	
14				
15				
16				
17			2	
18			2	
19	-			
20				
21			8	
22				
23				
24				
25				
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OFF 0102 (2/93)

# RLI®

Jacqueline M. Bockler

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. LSM0807439

#### Know All Men by These Presents:

That the	RLI Insurance Company			, a corporation or	, a corporation organized and existing under the laws of the State				
	Illinois	, aı	nd authorized and licens	ed to do business in all sta	tes and the I	District of Columbi	a does hereby make,		
constitut	e and appoint:		Barton W. Davis	in the City	of	Peoria	, State of		
	Illinois	_, as	Vice President	, with full power and	d authority h	nereby conferred u	pon him/her to sign,		
execute,	acknowledge and	d deliver	for and on its behalf as	Surety, in general, any ar	id all bonds,	undertakings, and	recognizances in an		
amount	not to exceed		Five Hundred Thousa	nd and 00/100	Dollars (	\$ 500,000.00	) for any single		
obligatio	n, and specificall	y for the	following described bor	nd.					

Principal:	Hess Ranch Metropolitan District No. 5
Obligee:	Same as Principal
Type Bond:	Public Official Position Schedule Bond
<b>Bond Amount:</b>	\$ 10,000.00
Effective Date:	November 4, 2015

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 In	surance	Com	pany	/	_	_, and	l nov	v in for	ce to-v	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 this4th	day of _	November	_,		

ATTEST:	SURANCE COM	RLI Insurance Company	
Chine & Montgomery	SEAL	B.H.W.Z	5-'
Cherie L. Montgomery	The ALINOIS MUM	Barton W. Davis	Vice President
On this <u>4th</u> day of <u>November</u> , <u>2015</u> before			
	• • •		d the above Power of Attorney , respectively, of the said
RLI Insurance Company			the voluntary act and deed of
said corporation.		-	
		******	
asservering M. Fochler	T HE NOTARY E		1

COMMISSION EXPIRES 01/14/18

Notary Public

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