COLLINS COCKREL & COLE

A PROFESSIONAL CORPORATION

PAUL R. COCKREL JAMES P. COLLINS ROBERT G. COLE TIMOTHY J. FLYNN EVAN D. ELA LINDA M. GLESNE DAVID A. GREHER ATTORNEYS AT LAW 390 UNION BOULEVARD, SUITE 400 DENVER, COLORADO 80228-1556

> TELEPHONE: 303-986-1551 TOLL FREE: 800-354-5941 FACSIMILE: 303-986-1755

> > www.cccfirm.com

ASSOCIATES
KATHRYN G. WINN
JOSEPH W. NORRIS
ALLISON C. ULMER

OF COUNSEL

JOAN M. FRITSCHE
ERIC C. JORGENSON

E-MAIL cschenk@cccfirm.com

September 14, 2016

Clerk of the District Court Douglas County District Court Douglas County Justice Center 4000 Justice Way, Suite 2009 Castle Rock, Colorado 80109

> Re: Louviers Water and Sanitation District Anderson R. Dunn IV Oath of Office

Dear Sir or Madam:

Enclosed for filing in the above-referenced District file is the Oath of Office for Anderson R. Dunn IV, who was recently appointed to fill Diana Miller's seat on the Board and will be up for re-election in May of 2018. At the May 2018 election, Mr. Dunn will be eligible to run for a four-year term expiring in May 2022.

The blanket faithful performance bond on the position of Director previously filed by the District remains in full force and effect and I have attached a copy for your information.

If you have any questions, don't hesitate to contact me.

Sincerely,

Crystal Schenck

Legal Assistant to Timothy J. Flynn

Enclosures

cc: Division of Local Government

Douglas County Clerk and Recorder

DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO Court Address: Douglas County Justice Center	
4000 Justice Way, Suite 2009	
Castle Rock, CO 80109	
Phone Number: 303-663-7200	ND
IN RE THE MATTER OF LOUVIERS WATER A SANITATION DISTRICT	AND
Attorney: Timothy J. Flynn	▲ COURT USE ONLY ▲
Collins Cockrel & Cole,	Case No.: 08CV2136
a Professional Corporation	
390 Union Boulevard, Suite 400 Denver, Colorado 80228	D'accordance 1
Phone Number: (303) 986-1551	Div.: Ctrm.: 1
Fax Number: (303) 986-1755	
E-mail: tflynn@cccfirm.com	
Attorney No. 10484	
OATH OF C	DFFICE
I, Anderson R. Dunn IV, will faithfully su and of the State of Colorado, and the laws made pu duties of the office of Director of the Louviers Wat about to enter. Ander	rsuant thereto, and will faithfully perform the
STATE OF COLORADO) s	s.
COUNTY OF DOUGLAS)	
Subscribed and sworn to before me this \(\frac{14}{9} \) R. Dunn IV.	day of June, 2016, by Anderson
	2
NOTARY PUBLIC Clerk : STATE OF COLORADO NOTARY ID 20064040054 Public	authorized to administer oaths (County and Recorder, Clerk of the Court, Notary , Chairman of the Board or any other person ized to administer oaths)
My commission expires: 7/14/16	Tressuer
My commission expires: +/14/19	

POSITION SCHEDULE BOND

PIONEER GENERAL INSURANCE COMPANY

6780 E. HAMPDEN AVE., DENVER, CO 80224

PIONEER GENERAL INSURANCE COMPAN	Y, as Surety, in consideration	of an agreed	premium, nere	by
agrees reimburse LOUVIERS MUTUAL SERVICE COM	LOUVIERS	CO	80131	_
of P.O. BOX 121				

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.
- 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 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	, 20 <u>05</u>
		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

		NAME	LOCATION	AMOUNT
1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	POSITION PRESIDENT TREASURER BOOKKEEPER		LOCATION LOUVIERS, CO LOUVIERS, CO LOUVIERS, CO	
				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 ren	nain in full force and effect until to GENERAL INSURANCE COMPA	erminated by the Company. ANY has caused these prese	ents to be signed by its President and its $lpha$	orporate seal to be hereunto
affixed this 15th day of	-		005	
allixed this 13 cm day of		PIC	ONEER GENERAL INSURANCE COMPAN	YY FIRST INSURANT
Secretary State of Colorado)			hant Jourseuse	- SEAL
) ss. County of Arapahoe		Ву	PHESIDENT	COLORADO
to me known, who being be me duly sw	corporation described in which)he resides in the County of executed the above instrume of the Board of Directors of s	ent; that (s)he knows the seal of said corp said corporation; that (s)he signed (his) (he	he President of the PIONEER oration: that the seal affixed to
		EM. BAI		
My Commission Expires1/18/	2007	OF COLOR	ublic Whane M. Ba	rley

foregoing is a true and correct copy of a Power of Attorney executed by said PIÓNEER GENERAL INSURANCE COMPANY, which is still in full force and effect.

day of

Secretary My Frick

Secretary of PIONEER GENERAL INSURANCE COMPANY, do hereby certify that the above and

M.J. Frick

Signed and sealed at the City of Denver, Colorado this