DISTRICT C	OURT, DOUGLAS COUNTY, COLORADO		
Court Addres	s: 4000 Justice Way		
Telephone:	Castle Rock, CO 80109 (303) 663-7200		
Petitioner:			
HESS RANCH METROPOLITAN DISTRICT NO. 1		▲ COURT USE ONLY ▲	
Attorney for	Petitioner:		
Name:	Kristin B. Tompkins, Esq.	Case Number: 2015CV30967	
Address:	WHITE BEAR ANKELE TANAKA & WALDRON	Division:	
	Attorneys at Law 2154 E. Commons Ave., Suite 2000	Division.	
	Centennial, CO 80122	Courtroom:	
Phone: Fax:	(303) 858-1800 (303) 858-1801		
Email:	ktompkins@wbapc.com	~	
Atty. Reg. #:	34839		
	COREY ELLIOTT		
	BOARD OF DIRECTORS OATH OF OFFICE		
	OATH OF OFFICE		
STATE OF C			
COUNTY OF	Denver ) ss.		
I, Corey Elliott, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Hess Ranch Metropolitan District No. 1 upon which I am about to enter for an elected term ending May 2020.			

Signature

STATE OF COLORADO )	
COUNTY OF <u>New (</u> ) ss.	
<u> </u>	day of May, 2018 by
Corey Elliott.	-
HAYLEY M. BUDZINSKI NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174021378 MY COMMISSION EXPIRES May 18, 2021	
My commission expires: May 18, 700	10
	V
	Notary Public

DISTRICT COURT, DOUGLAS COUNTY, COLORADO

Court Address: 4000 Justice Way

Castle Rock, CO 80109

Telephone: (303) 663-7200

**Petitioner:** 

HESS RANCH METROPOLITAN DISTRICT NO. 1

**▲ COURT USE ONLY ▲** 

Case No: 2015CV30967

**Attorney for Petitioner:** 

Name: Kristin B. Tompkins, Esq.

Address: White Bear Ankele Tanaka & Waldron

Attorneys at Law

2154 E. Commons Ave., Suite 2000

Centennial, CO 80122

Phone Number: (303) 858-1800

Fax Number: (303) 858-1801

Email: ktompkins@wbapc.com

Atty. Reg. #: 34839

Div: 3

Ctrm:

#### DIRECTORS' BOND HESS RANCH METROPOLITAN DISTRICT NO. 1

BY AND THROUGH its legal counsel, the Board of Directors (the "Board") of Hess Ranch Metropolitan District No. 1 hereby respectfully submits an individual, schedule, or blanket surety bond in an amount not less than One Thousand Dollars (\$1,000) for each director, conditioned upon the faithful performance of each director's duties. Such bond is required to be filed with this Court pursuant to § 32-1-901(2), C.R.S., at the time of filing of the oath of office taken by each director in accordance with § 32-1-901(1), C.R.S.

Additionally, a fidelity bond in an amount not less than Five Thousand Dollars (\$5,000), conditioned on the faithful performance of the treasurer's duties as treasurer of the Board, is being submitted herewith in accordance with § 32-1-902(2), C.R.S.

Dated this 1st day of June, 2018.

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

/s/ Kristin B. Tompkins
Kristin B. Tompkins, Esq., #34839

ATTORNEY FOR THE PETITIONER



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

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

# PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. <u>LSM0807421</u>

	(the "I	nsured")
	Principal Address: c/o McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400	ŕ
	Denver, CO 80203-1254	
ltei	n 2. Bond Period <u>November 4, 2015</u> to <u>Continuous Until Cancelled</u> . n 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptive Company as to each Position there listed.	otances
l.	INSURING AGREEMENT	
	The RLI Insurance Company, an Illinois corporation (the "Company"), in consideration of an agreed pre-	emium is
	held and firmly bound unto Hess Ranch Metropolitan District No. 1	
	of	y written
	CONDITIONS	
II.	<ul> <li>A. Coverage. Automatic coverage is granted for the first thirty days service of any Public Official or Emplo</li> <li>(1) Occupying a newly created position identical with one listed in the schedule of positions, in an equamount.</li> </ul>	
	Provided, however, that the automatic coverage herein granted shall be void and of no effect to beginning, unless during the said thirty day period the Obligee has requested in writing that the posadded 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 agree writing by the Company.	ed to in
	B. Cancellation. Cancellation hereunder is effective, and all liability under this bond shall cease as to fur or omissions as to any Public Official or Employee on the date specified in written notice given by the to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written given by the Company to the Obligee of its intent to cancel this bond in its entirety, or as to any Public or Employee or position.	Obligee en notice
	C. Liability. The Company's liability under this bond shall <b>not</b> 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 we position occupied by any Public Official or Employee causing such loss is or has been covered in the sewhether said loss occurred during any one or more years. The liability of the Company for any Public Company ended that amount of coverage specified for any single position occupied by said Public Official or Employee. The of the Company shall <b>never exceed</b> the amount in effect for the position when the act	which the schedule, Official or e largest

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** 

Porton W. Davis

Vice President



SCHEDULE OF POSITIONS - EFFECTIVE THE 4th 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			V	
8				
9				
10				
11				
12				
13				
14				
15				
16		(36)		
17				
18	4			
19	<b>Y</b>			
20				
21				
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23				
24	11			
25				
26			E.	ě:



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. <u>LSM0807421</u>

#### Know All Men by These Presents:

That the	RLI Insurance Company	, a corporation	organized and exist	ing under the laws	of the State of
	, and authorized and lic				
constitute and appoint: _	Barton W. Davi	is in the City	/ of	Peoria	, State of
Illinois	, as Vice President	, with full power a	nd authority hereby	conferred upon h	im/her to sign,
execute, acknowledge ar	nd deliver for and on its behal	f as Surety, in general, any a	and all bonds, unde	rtakings, and recog	nizances in an
amount not to exceed	Five Hundred Tho	usand and 00/100	_ Dollars (\$	500,000.00	for any single
obligation, and specifica	lly for the following described	bond.			×
_	Ranch Metropolitan District				
_	as Principal				
Type Bond: Publi	c Official Position Schedule I	Bond			
Bond Amount: \$ 10					
Effective Date: Nove	mber 4, 2015				
	I Insurance Company				
Resolution adopted by the	ne Board of Directors of	RLI Insurance C	ompany	, and now in	force to-wit:
undertakings in the undertakings, Powers corporate seal may be	asurer may appoint Attorne name of the Company. The s of Attorney or other obli printed by facsimile."	e corporate seal is not ne igations of the corporatio	cessary for the van. The signature	alidity of any bor of any such offi	nds, policies, cer and the
	OF, the RLI In				
its Vice Preside	with its corporate	seal affixed this4thc	lay of November	er,2015	90
ATTEST:  Cherie L. Montgomery	Jontomeny Assistant Secretary	SEAL	B. H. W. J. W. Davis	by (	Vice President
and Cherie L. M as Vic	November , 2015 before ontgomery , who being the President surance Company	g by me duly sworn, acknow and <u>Assistan</u>	ledged that they signt Secretary	gned the above Pow	ver of Attorney ely, of the said
Jacqueline M. Bockler	line M. Bollex Notary Pr	H TANKER JACQUELINE M.	SEAL" BOCKLER EB 01/14/18		



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. LSMO	807421	
•	lly agreed and understood by the Ranch Metropolitan District No. 1	•	
	LI Insurance Company that the nent Company Name and Addre		
	(Identify item(s) to be changed)		
on this bond/polic	y has/have been changed to the	following:	
c/o White Bear Ankele Tanaka & Waldro		•	ial, CO 80122
Nothing contained herein shall vary, alter, wa except as set forth above.	nive or extend any of the terms	s, limits, or condition	s of the bond/policy,
This Rider becomes effective onN Standard Time.	November 22, 2016 ,	at twelve and one	minute o'clock a.m.,
Signed this <u>22nd</u> day of <u>November</u>	, <u>2016</u> .		CORPORATE SEAL
	RLI Insurance Compan	v W. <del>X</del>	THE THE STATE OF T
	By Barton W. Davis	X	Vice President