

SHAREHOLDERS
Paul R. Cockrel
James P. Collins
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn

ASSOCIATES
Joseph W. Norris
Allison C. Ulmer
Bart W. Miller

OF COUNSEL
Matthew P. Ruhland

mmills@cccfirm.com

July 31, 2018

VIA E-FILING

Clerk of the Court
Teller County District Court
Teller County Courthouse
101 West Bennett Avenue
Cripple Creek, Colorado 80813

Re: Ute Pass Regional Health Service District
Case No. 04CV263

Dear Madam Clerk:

Enclosed for filing in the above-referenced District file are the Oaths of Office for Joseph Watson, Dale Schnitker, John Gentzel, George Parkhurst and Jeff Idleman, who were appointed to the Board of Directors of the District by the enclosed Resolution of the Board of County Commissioners of Teller County, to serve until the special election to be conducted on October 2, 2018. Also enclosed is the certification of coverage for the current Bond for all of the Directors and Treasurer of the District.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Micki".

Micki L. Mills
Paralegal

Enclosure

cc: Division of Local Government (*via e-portal*)
Teller County Clerk and Recorder
Douglas County Clerk and Recorder
Park County Clerk and Recorder
Ms. Teresa Weiss

{00641010.DOCX / }

**THE BOARD OF COUNTY COMMISSIONERS
OF TELLER COUNTY, COLORADO**

RESOLUTION NO. 7-12-2018 (K)

**A RESOLUTION APPOINTING THE BOARD OF DIRECTORS
OF THE UTE PASS REGIONAL HEALTH SERVICE DISTRICT**

WHEREAS, the Ute Pass Regional Health Service District ("District") is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, C.R.S.; and

WHEREAS, the District is located within the Counties of Teller, Park and Douglas and provides emergency and non-emergency medical ambulance and healthcare services within its territorial boundaries; and

WHEREAS, the District's May 8, 2018 regular special district election was cancelled pursuant to Section 1-13.5-513(1), C.R.S., because there were not more candidates for Director than offices to be filled, and Joseph Watson, Dale Schnitker, John Gentzel, George Parkhurst and Jeff Idleman were each declared elected to the District's Board of Directors for terms of office specified on the Designated Election Official's Cancellation of Election and Declaration Deeming Candidates Elected attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, each of the above-named elected Directors failed to take an oath of office within thirty (30) days after the date of the regular special district election and, therefore, each of the five (5) positions are deemed vacant pursuant to Section 32-1-905(1)(b), C.R.S.; and

WHEREAS, there are no duly elected directors and the failure to appoint a new Board will result in the interruption of critical services that are being provided by the District, and therefore the Board of County Commissioners of Teller County, Colorado may appoint individuals to serve on the District's Board of Directors, pursuant to Section 32-1-905(2.5), C.R.S.; and

WHEREAS, upon appointment by the Board of County Commissioners pursuant to Section 32-1-905(2.5), C.R.S., the District Board of Directors shall call for nominations for a special election within six months, to be held in accordance with Section 32-1-305.5 and Articles 1 to 13.5 of Title 1, C.R.S., except that the question of the organization of the District shall not be presented at the election; and

WHEREAS, Joseph Watson, Dale Schnitker, John Gentzel, George Parkhurst and Jeff Idleman, have all previously served on the Board of Directors of the District, were

deemed elected at the May 8, 2018 regular special district election, and are qualified and willing to continue to serve as the District's Board of Directors.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Teller County, Colorado that:

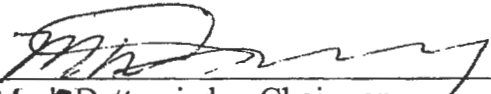
Section 1. Appointment of District Directors. Pursuant to Section 32-1-905(2.5), C.R.S., the Board of County Commissioners hereby appoints Joseph Watson, Dale Schnitker, John Gentzel, George Parkhurst and Jeff Idleman to serve as the Directors of the Ute Pass Regional Health Service District, to serve until a special election is conducted by the District Board as set forth in Sections 32-1-905(2.5) and 32-1-305.5, and Articles 1 to 13.5 of Title 1, C.R.S.

Section 2. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

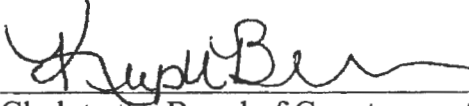
Section 3. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board of County Commissions.

DONE AND RESOLVED this 12th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
OF TELLER COUNTY

By: 
Mark Dettenrieder, Chairman

Attest:


Clerk to the Board of County
Commissioners



**NOTICE OF APPOINTMENT
UTE PASS REGIONAL HEALTH SERVICE DISTRICT**

NOTICE IS HEREBY GIVEN that the following individuals were appointed as Directors to the Board of Directors of the Ute Pass Regional Health Service District by the Board of County Commissioners of Teller County, Colorado at a County Commissioner meeting held on July 12, 2018:

Name: Joseph Watson
Address: P.O. Box 4259
Woodland Park, Colorado 80863

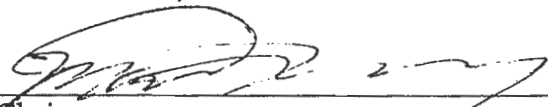
Name: Dale Schnitker
Address: 1361 Pinion Ridge Circle
Woodland Park, Colorado 80863

Name: John Gentzel
Address: 1990 Valley View Drive
Woodland Park, Colorado 80863

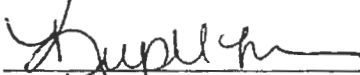
Name: George Parkhurst
Property: 11254 Quivas Loop
Westminster, Colorado 80234

Name: Jeff Idleman
Address: 399 Apache Trail
Woodland Park, Colorado 80863

BOARD OF COUNTY COMMISSIONERS OF
TELLER COUNTY, STATE OF COLORADO

By: 
Chair

Attest:


Clerk to the Board of County
Commissioners

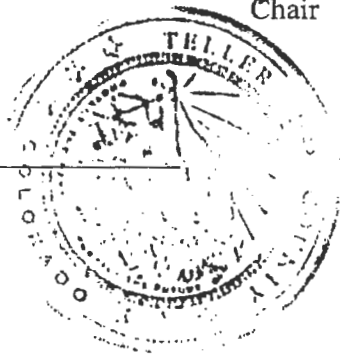


Exhibit A

**CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES ELECTED FOR THE UTE PASS REGIONAL
HEALTH SERVICE DISTRICT**

The Designated Election Official of the Ute Pass Regional Health Service District 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 (63rd) day before the election or thereafter, there are not more candidates than offices to be filled at the election to be conducted on May 8, 2018; and

As of the close of business on March 6, 2018, 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 8, 2018.

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

Joseph Watson	PO Box 4259 Woodland Park, CO 80863	4 Year Term
Dale Schnitker	1361 Pinon Ridge Cr Woodland Park, CO 80863	4 Year Term
John Gentzel	1990 Valley View Dr. Woodland Park, CO 80863	2 Year Term
George Parkhurst	11254 Quivas Loop Westminster, CO 80234	2 Year Term
Jeff Idleman	399 Apache Trl Woodland Park, CO 80863	2 Year Term

DATED this _____ day of March, 2018.

Teresa Weiss
Designated Election Official

Contact Person for District: Timothy J Dienst (CEO)
Telephone Number of District: (719) 687-2291
Address of District: 785 Red Feather Ln
Woodland Park, CO 80863

Named Insured:
UTE PASS REGIONAL HEALTH
SERVICE DISTRICT

Policy Number: VFIS-TR-2061712-10/000
Policy Period: From 01-20-2018
To 01-20-2019

CRIME COVERAGE PART DECLARATIONS

Public Employee Dishonesty – Position Schedule

Covered Entity:

UTE PASS REGIONAL HEALTH SERVICE DISTRICT

Position Title	# in Position	Limit of Insurance	Deductible	Faithful Performance
DIRECTORS	5	\$ 10,000	None	Yes
TREASURER	1	\$ 50,000	None	Yes
CEO	1	\$ 50,000	None	Yes
OFFICE MANAGER	1	\$ 50,000	None	Yes

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM
(Coverage Form P - Position Schedule)

SCHEDULE

Titles of Covered Positions	Number of "Employees" Each Position	Limit of Insurance Each "Employee"	Deductible Amount
-----------------------------	---	--	----------------------

[If no entry appears above, the information required to complete this coverage form will be shown in the Declarations as applicable to this coverage form.]

A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" you engage to perform the duties of a position shown in the schedule while that "employee" is temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

B. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the schedule.
2. Regardless of the number of years this insurance applies as respects a specific "employee", the most we will pay in total is the largest Limit of Insurance applicable to that "employee" even though:
 - a. The coverage for that "employee" is not continuous because it has been cancelled for one or more periods; or
 - b. The Limit of Insurance applicable to that "employee" is changed.
3. The following provisions also apply:
 - a. The most we will pay for an "employee" serving in more than one position is the largest Limit of Insurance in effect and applicable to any one of those positions at the time loss is discovered.
 - b. If at the time loss is discovered there are more "employees" serving in a covered position than the number of "employees" listed opposite that position in the schedule, the Limit of Insurance applicable to that position will be reduced. The reduced Limit of Insurance will be computed by multiplying the limit shown in the schedule by a factor obtained by dividing the number of "employees" shown in the schedule by the actual number of "employees" serving in that position at the time loss is discovered.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the schedule. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.
 - c. **Damages:** Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "employee", except conversion of property of other parties held by you in any capacity.
2. **Additional Conditions**
 - a. **Cancellation As To Any Employee:** This insurance is cancelled as to any "employee":
 - (1) Immediately upon discovery by you or any official or "employee" authorized to manage, govern or control your "employees", of any dishonest act committed by the "employee" whether before or after becoming employed by you; or
 - (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
 - b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
 - c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.
 - d. **Consolidation - Merger:** The **Consolidation - Merger** General Condition does not apply to this coverage form.
3. **Additional Definitions**
 - a. "Employee" means any person you engage to perform the duties of a position shown in the schedule. The "employee" General Definition does not apply to this coverage form.

- b. "Employee dishonesty" in paragraph A.2. means only dishonest acts committed by an identified "employee" acting alone or in collusion with other persons, with the manifest intent to:
- (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
- c. "Occurrence" means all loss caused by each "employee", whether the result of a single act or a series of acts.

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM
(Coverage Form P - Blanket Per Employee)

A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.

- c. **Bonded Employee:** Loss caused by any "employee" required by law to be individually bonded.
 - d. **Treasurer or Tax Collector:** Loss caused by a treasurer or tax collector by whatever name known.
 - e. **Damages:** Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "employee", except conversion of property of other parties held by you in any capacity.
2. **Additional Conditions:**
- a. **Cancellation As To Any Employee:**
This insurance is cancelled as to any "employee":
 - (1) Immediately upon discovery by you of any dishonest act committed by the "employee" whether before or after becoming employed by you; or
 - (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
 - b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.
 - c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.
3. **Additional Definitions:**
- a. "Employee dishonesty" in paragraph A.2. means only dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
 - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
 - b. "Occurrence" means all loss up to the Limit of Liability caused by each "employee", whether the result of a single act or a series of acts.