

DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO Court Address: 7325 S. Potomac Street Centennial CO 80112 Telephone No.: (303) 649-6355		DATE FILED: December 12, 2019 2:00 PM FILING ID: C0D6241424581 CASE NUMBER: 1973CV30524
Petitioner: IN RE MATTER OF INVERNESS WATER AND SANITATION DISTRICT		▲COURT USE ONLY▲ Case No: 1973CV30524 Div./Ctrm.:
Attorneys for Petitioner: Erin M. Smith, # 19980 NORTON & SMITH, P.C. 1331 17 th Street, Suite 500 Denver, Colorado 80202 Phone Number: (303) 292-6400 FAX Number: (303) 292-6401 E-mail: ESmith@NortonSmithLaw.com		
OATH OF OFFICE AND BLANKET SURETY BOND FOR INVERNESS WATER AND SANITATION DISTRICT		

1. In accordance with Section 32-1-901(2), C.R.S., the Inverness Water and Sanitation District, is required to file an oath of office and a surety bond in the total amount of Five Thousand and No/100 Dollars (\$5,000.00) with the Court.

2. The oath and bond are attached hereto as Exhibit A and Exhibit B.

Dated this 12th day of December 2019.

NORTON & SMITH, P.C.

S/ Erin M. Smith
 Erin M. Smith, #19980
 Attorneys for the Petitioner

**BOARD OF DIRECTOR
OATH OF OFFICE**

32-1-901, C.R.S., and
Colorado Constitution Article 12, §9

STATE OF COLORADO

_____ ARAPAHOE AND DOUGLAS
COUNTIES _____

_____ INVERNESS WATER AND SANITATION DISTRICT _____

I, William B. Woodward, 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 INVERNESS WATER AND SANITATION DISTRICT, upon which I am about to enter.

(name of special district)

WBD
_____ (signature of oath taker)

Subscribed and sworn to before me this _____ day of _____, 2019.

By: _____
(Person authorized to administer oaths, i.e.
County Clerk and Recorder, Clerk of
the Court, Chairman of the
Board of Directors, or any other person authorized
to administer oaths)

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

Subscribed and sworn to before me this 11th day of December, 20 19

8/28/2023

(notary commission expiration)

Kelly Conover

(notary signature)

**KELLY CONOVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194033062
MY COMMISSION EXPIRES 08/28/2023**

SEAL

PROCEDURAL INSTRUCTIONS: The oath must be taken within 30 days after the election date or appointment to fill a vacancy: Oaths taken prior to the election date are invalid. A copy of the executed oath and an individual, schedule, or blanket surety bond must be filed with the Clerk of the Court, the Clerk and Recorder, every county in which the district extends and with the Division of Local Government. If this is the oath of an appointed director, inform the Division which director was replaced.



**Colorado Special Districts Property and Liability Pool
Comprehensive Crime Certificate Holder Declaration**

Master Coverage Policy Number CCP0037259

Certificate Number: 32C48702-305

Coverage Period: 1/1/2019 Until Cancelled

Named Member:

Inverness Water and Sanitation District
c/o Mulhern MRE, Inc.
188 Inverness Drive West, Suite 150
Englewood, CO 80112

Broker of Record:

Denver Agency Company
210 University Blvd, Suite 600
Denver, CO 80206

Covered ERISA Plan:

Covered Designated Agent(s):

Coverage Limits and Deductibles

Public Employee Dishonesty Coverage:

Limits
\$200,000

- Limit is Per Loss
- Faithful Performance of Duty
- Officers, Directors, and Trustees
- Welfare and Pension Plan ERISA Compliance
if Covered Plan is shown on application
- Volunteer Workers as Employees

Forgery or Alteration Coverage:

\$200,000

Theft, Disappearance, and Destruction Coverage:

Inside Premises

\$200,000

Outside Premises

\$200,000

Computer and Funds Transfer Fraud Coverage:

\$200,000

Debit, Credit or Charge Card Forgery Coverage:

\$200,000

Money Orders and Counterfeit Paper Currency Coverage:

\$200,000

Fraudulent Impersonation Coverage:

\$200,000

Crime Deductible: \$1,000

Fraudulent Impersonation Deductible 20% of Fraudulent Impersonation Limit

Contribution: \$807.13

Policy Forms:

CR 00260506 Government Crime Policy
CR 25070300 Include Specified Directors or Trustees on Committee as Employees
CR 25080300 Include Specified Non-Compensated Officers as Employees
CR 25090300 Include Volunteer Workers as Employees
CR 25190506 Add Faithful Performance of Duty
CR 25120300 Include Treasurers or Tax Collectors as Employees
CR 02151104 Colorado Changes
CR 25200300 Debit, Credit or Charge Card Forgery
CR 25020506 Include Designated Agents as Employees, when listed
CR 04171115 Fraudulent Impersonation

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Comprehensive Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____


Authorized Representative

Tuesday, November 20, 2018

Entity ID#: 48702

POLICY NUMBER: **CCP 0037259 22**

**COMMERCIAL CRIME
CR 25 07 03 00**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE SPECIFIED DIRECTORS OR TRUSTEES
ON COMMITTEES AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

A. Schedule*

Directors Or Trustees
All Directors & Trustees

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of "Employee" is amended to include any of your directors or trustees who are shown in the Schedule while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
 FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft – Per Loss Coverage	\$ See Schedule (Endorsement A)
<input type="checkbox"/>	Employee Theft – Per Employee Coverage	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section **D.2. Exclusions:**

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. 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 the conversion of property of other parties held by you in any capacity.

3. The **Indemnification** Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part **(I)** of the **Termination As To Any Employee** Condition is replaced by the following:

(1) As soon as:

- (a)** You; or
- (b)** Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement.

POLICY NUMBER: CCP 0037259 22

**COMMERCIAL CRIME
Endorsement A**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

It is understood and agreed that this Government Crime Policy in the amount of \$5,000, which amount was determined by the Board of the Colorado Special District Property and Liability Pool, is conditioned upon the faithful performance of the duties of the Treasurer of the District in accordance with Colorado Stat. 32-1-902(2).