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CENTRAL WELD COUNTY WATER DISTRICT

March 22, 2010



Colorado Division of Local Government
Department of Local Affairs
1313 Sherman Street, Room 521
Denver, CO 80203

RE: Director Election

Pursuant to Colorado Special District Election Code for special district officials operating under the provision of Tile 32, Article 1, Part 8, are the following enclosures:

1. Cancellation of Election Declaration Deeming Candidates Elected
2. Oaths of Office for James W. Park, William L. Schaefer, and Albert L. Lind, Jr.
3. The names and addresses of the Board of Directors of Central Weld County Water District.

Please advise if there are any questions.

Sincerely,

CENTRAL WELD COUNTY WATER DISTRICT

Roxanne Garcia
Designated Election Official

Enclosure

**CANCELLATION OF ELECTION and
DECLARATION DEEMING CANDIDATES ELECTED
RESOLUTION**

1-5-208(1.5),C.R.S.

CENTRAL WELD COUNTY WATER DISTRICT,

WELD COUNTY, COLORADO

WHEREAS, the Designated Election Official of the District has been duly authorized by the Board of Directors to cancel the election and declare candidates elected at the close of business on the sixty-third before the election to be conducted on May 4, 2010; and
(date of election)

WHEREAS, the Designated Election Official has duly certified that there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates,

Now, THEREFORE, pursuant to 1-5-208 (1.5), C.R.S., the Designated Election Official HEREBY cancels the regular election to be conducted on the 4th day of May, 20 10 by formal resolution and

THE DESIGNATED ELECTION OFFICIAL DECLARES THE FOLLOWING CANDIDATES ELECTED FOR THE FOLLOWING TERMS OF OFFICE:

Albert L. Lind, Jr. 25745 Sandy Knolls; Kersey, CO 80644 4 year term

James W. Park 32730 County Road 50; Kersey, CO 80644 4 year term

William L. Schaefer 17483 County Road 44; LaSalle, CO 80645 4 year term

Signed by: *Roxanne Garcia*
(Designated Election Official)

Contact Person for the District: Roxanne Garcia

Telephone Number of the District: 970-352-1284

Address of the District: 2235 2nd Avenue; Greeley, CO 80631

Publish and post Notice of Cancellation in order to inform the electors of the District. Must post at all polling places, in the office of the Designated Election Official, County Clerk and Recorder, and file with the Division of Local Government.



DUPLICATE

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Insured and Western Surety Company, that instead of as originally written:

The definition of Employee found in Section 1 of the bond be amended to read as follows:

The coverage on all officers, employees and members, except the President, Vice President, Treasurer and Two (2) Directors, is hereby excluded.

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 27th day of May, 2008, at one o'clock a.m., standard

Attached to and forming part of bond No. 70507283
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
Central Weld County Water District



Signed this 27th day of May, 2008.

WESTERN SURETY COMPAN

By Paul T. Brullat
Paul T. Brullat, Senior Vice President



Duplicate



Western Surety Company

(A Stock Company, herein called Surety)

PUBLIC EMPLOYEES BLANKET BOND Including Public School System

Bond No. 70507282

DECLARATIONS

- Item 1. Name of Obligor: Central Weld County Water District
- Item 2. Name of Insured: Central Weld County Water District
- Item 3. Bond Period: From the beginning of the 31st day of May, 2008
to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.
- Item 4. Table of Limits of Liability
- | | | |
|----------------------|-----------------------------------------------------|-------------|
| Insuring Agreement 1 | Honesty Blanket Bond Coverage | _____ |
| Insuring Agreement 2 | Honesty Blanket Position Bond Coverage | _____ |
| Insuring Agreement 3 | Faithful Performance Blanket Bond Coverage | _____ |
| Insuring Agreement 4 | Faithful Performance Blanket Position Bond Coverage | \$5,000,000 |
- Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:
- Item 6. The Obligor and the Insured by the acceptance of this Bond give notice to Surety terminating or cancelling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligor for the use and benefit of the Insured for

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, cancelled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U.S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligor or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period specified herein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELLATION

Section 6. This Bond shall be deemed cancelled as to any Employee:

- (a) Immediately upon discovery by the Obligor or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
(b) Upon the death resignation or removal of such Employee; or
(c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligor and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligor and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be cancelled by the Obligor or the Insured by mailing to the Surety written notice stating when hereafter the cancellation shall be effective. This Bond may be cancelled by the Surety by mailing to the Obligor and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligor or the Insured or by the Surety shall be equivalent to mailing. If the Obligor or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

Witness my hand and seal of this 31st day of May, 2008



WESTERN SURETY COMPANY
By Paul T. Bruffat, Senior Vice President

ADDITIONAL INDEMNITY RIDER

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.
2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.
3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreement	Total Number of Employees in each Position	Amount of Additional Indemnity on each Employee
NO ADDITIONAL EXCESS INDEMNITY APPLIED FOR.				



May 1, 2008

WESTERN SURETY COMPANY

By *Paul T. Bruffat*
 Paul T. Bruffat, Senior Vice President

Director's List & District Contact Data Update for:

Central Weld County Water District, County(ies) of Weld, State of Colorado

PLEASE SEND BY MAIL OR FAX TO:

District Election Specialist
 Division of Local Government
 1313 Sherman St., Rm 521
 Denver CO 80203
 Facsimile: 303-866-4819
 Tel: 30-866-2156

Our board has: 5 or 7 members. (Circle one)

<u>District Contact Update</u>	
District Name:	Central Weld County Water District
District Contact Person:	Roxanne Garcia
District Business Address:	2235 2 nd Avenue Greeley, CO 80631
District Telephone:	970-352-1284
District Email:	roxanne@cwewd.com
	Fax: 970-353-5865

Director's Full Name (Please do not use nick names.)	Title (E.g. Chair, Treasurer)	Address	Elected or Appointed (E or A)	Current Term Expiration Year	Length of Term (1-4 yrs)	Oath on file with DLG (Y/N)	Bond on file with DLG (Y/N)
James E. Miller	President	P.O. Box 937; LaSalle, CO 80645	E	2012	4	✓	✓
Donald R. Meining	Director	19440 County Road 25.5; Platteville, CO 80651	E	2012	4	✓	✓
Albert L. Lind	Director	25745 Sandy Knolls; Kersey, CO 80644	E	2014	4	✓	✓
James W. Park	Treasurer	32730 County Road 50; Kersey, CO 80644	E	2014	4	✓	✓
William L. Schaefer	Vice-Pres	17483 County Road 44; LaSalle, CO 80645	E	2014	4	✓	✓

Note: This is NOT to be used in lieu of the SB09-087 transparency notification requirement nor the January 15th filing requirement. This form should be submitted to DLG shortly after a special district election to update district information and can also be used intermittently throughout the year if any changes occur to a district's board.

Roxanne Garcia
 District Contact Signature

3/22/2010
 Date