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CC

Elbert Water and Sanitation District
PO Box 67
Elbert, CO 80106

Received
MAY 04 2010
Dept. of Local Affairs

May 3, 2010

Casey Laycock
Dept. of Local Affairs
1313 Sherman St., Rm 521
Denver, CO 80203

Dear Ms. Laycock:

Enclosed please find our Oaths of Office, Cancellation of Election and bond for all directors. If you have any questions, please give me a call, 303-648-3163.

Sincerely,



Bev McGuire
Elbert Water and Sanitation District

CANCELLATION OF ELECTION

WHEREAS, pursuant to 1-5-208(1.5), C.R.S., the Board of Directors of the Elbert Water and Sanitation District can authorize the Designated Election Official to cancel an election upon certain conditions;

NOW THEREFORE, The Board hereby authorizes and directs the Designated Election Official to cancel the regular district election scheduled for the 4th day of May 2010, and declares the candidates elected at the close of business on the sixty-third day before the election, if at that time 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 2010.

Bev McGuire
Designated Election Official

OATH OF OFFICE

STATE OF COLORADO,)

ELBERT COUNTY)
ELBERT WATER AND SANITATION DISTRICT)

I, JAY WAGNER, WILL FAITHFULLY SUPPORT THE Consitution of the United States of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Elbert Water and Sanitation District upon which I am about to enter.

Jay E. Wagner
Signature

Subscribed and sworn to before me this 7th day of April, 2010.

BY: Jay E. Wagner

Notary Commission Expires: 8/13/2011

Notary Signature: Beverly L. McGuire



OATH OF OFFICE

STATE OF COLORADO,)

ELBERT COUNTY)
ELBERT WATER AND SANITATION DISTRICT)

I, Richard T McCloskey WILL FAITHFULLY SUPPORT THE Consitution of the United States of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Elbert Water and Sanitation District upon which I am about to enter.

Richard T McCloskey
Signature

Subscribed and sworn to before me this 7th day of April, 2010.

BY: Richard McCloskey

Notary Commission Expires: 8/13/2011

Notary Signature: Beverley L. McGuire



OATH OF OFFICE

STATE OF COLORADO,)

ELBERT COUNTY)
ELBERT WATER AND SANITATION DISTRICT)

I, Bradley E. Thompson, WILL FAITHFULLY SUPPORT THE Consitution of the United States of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Elbert Water and Sanitation District upon which I am about to enter.

Bradley E. Thompson
Signature

Subscribed and sworn to before me this 4th day of April, 2010.

BY: Bradley E Thompson

Notary Commission Expires: 8/13/2011

Notary Signature:

Beverly L. McGuire



OATH OF OFFICE

STATE OF COLORADO,)

ELBERT COUNTY)
ELBERT WATER AND SANITATION DISTRICT)

I, Richard McCloskey WILL FAITHFULLY SUPPORT THE Consitution of the United States of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Elbert Water and Sanitation District upon which I am about to enter.

Richard J. McCloskey
Signature

Subscribed and sworn to before me this 16th day of May, 2009.

BY: Richard McCloskey

Notary Commission Expires: 8/13/2011

Notary Signature: Beverly L. McGuire



WESTERN SURETY COMPANY * ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Elbert Water and Sanitation
Name of Obligees District Bond No. 24767075
Name of Insured Elbert Water and Sanitation
District

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligees, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the

30th day of April, 2010.

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

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 Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.

2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.

The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay as a loss hereunder an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing said loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer or 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 Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually occupying the position when the loss occurred.

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.

5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.

6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 30th day of April, 2010.

WESTERN SURETY COMPANY
By Paul T. Buehler Surety

SCHEDULE OF POSITIONS EFFECTIVE April 30th, 2010
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Number	Position	Location	Amount	Premium
1	Director	Po Box 67 Elbert, CO	\$1,000.00	\$3.50*
2	Director	Po Box 67 Elbert, CO	\$1,000.00	\$3.50*
3	Director	Po Box 67 Elbert, CO	\$1,000.00	\$3.50*
4	Director	Po Box 67 Elbert, CO	\$1,000.00	\$3.50*
5	Director	Po Box 67 Elbert, CO	\$1,000.00	\$3.50*
***** End of Schedule *****				

*Subject to annual earned minimum premium for the bond.