

JUDGES' UNOFFICIAL ABSTRACT OF THE COUNT OF VOTES

1-7-602, C.R.S.

For the regular election held for Platteville-Gilcrest Fire Protection District on Tuesday, May 4, 2010.

Total number of provisional ballots cast, unverified and not counted: 0 (1-8.5-110(3) C.R.S.)

Ballots counted for the following candidates for Special District Director:

Candidates for 4-Year Term Candidate:	Votes Counted for This
<u>Wayne Kawata</u>	<u>65</u>
<u>Wesley Pike</u>	<u>27</u>
<u>Rick Margheim</u>	<u>56</u>
<u>Gary Homyak</u>	<u>72</u>
<u>Daniel Dennison</u>	<u>44</u>

Dated this 4th of May, 2010.

David Jean McKay Election Judge
Janet K. Steed Election Judge
Victoria Yaquez Election Judge

PROCEDURAL INSTRUCTIONS: Immediately upon completion of the counting, the polling place judge posts the abstract in a conspicuous place (which can be seen from the outside of the polling place). The Abstract may be removed after 48 hours following the election. Use for polling place and mail ballot elections.

JUDGES' CERTIFICATE OF ELECTION RETURNS and STATEMENT OF BALLOTS

STATEMENT OF BALLOTS:

It is hereby identified and specified that:

	<u>Numeric & Spelled Out</u>
<u>TOTAL Number of Ballots Received from the DEO on Monday prior to the election:</u>	
Official	Two Hundred Fifty 250
Substitute Ballots (made by DEO)*	ZERO 0
<u>Total Number of Voted Sealed Mail-In Ballots Received from the DEO throughout the day:</u>	ZERO 0
<u>Total Number of Voted Sealed Emergency Mail in Ballots Received from DEO</u>	ZERO 0
<u>Total Unofficial Ballots (made by judges on site):*</u>	ZERO 0

TOTAL BALLOTS RECEIVED: Two Hundred Fifty 250

*You will not have totals for these ballot types unless the election official instructed the judges to use these.

	<u>Numeric & Spelled Out</u>
<u>TOTAL Number of Ballots Delivered to Voter and Cast:</u>	
Official	Ninety two 92
Challenged	ZERO 0
Substitute*	ZERO 0
Unofficial*	ZERO 0
Mail-in	ZERO 0
Emergency Mail-In	ZERO 0
Total Cast Ballots:	Ninety two 92

<u>Total Voted Provisional Ballots in Provisional Ballot Envelopes:</u> (Separate count required if total is over 25, otherwise, include with total number of regular ballots counted.)	
Total Provisional in Envelopes:	ZERO 0

<u>Delivered to Voter, Not Cast:</u>	
Spoiled	ZERO 0
Rejected Mail-In	ZERO 0
Total Spoiled/Rejected Ballots:	ZERO 0

<u>Not Delivered to Voter, Not Cast (Unused):</u>	
Official	One Hundred Eighty Eight 188
Substitute	ZERO 0
Unofficial	ZERO 0
Mail-In	ZERO 0
Provisional	Ten 10

Total Unused: One Hundred Eighty Eight 188

TOTAL BALLOTS RETURNED: Two Hundred Sixty 260

RECORD OF VOTES IN BALLOTS

NOTE:

- The Total Number of Ballots Cast is equal to the total number of voters who voted as shown in the poll book.
- The Total Number of Ballots Cast, Provisional Ballots in Envelopes (voted), Spoiled Ballots, Rejected Mail-In and Unused Ballots shall equal the Total Number of Ballots provided.
- If there is a discrepancy in the TOTAL RECEIVED and TOTAL RETURNED numbers, the judges shall explain in writing.

Certified this 4th day of May, 20 10

Carol Ann Ashley
Election Judge

Election Judge

Paul K. Street
Election Judge

Election Judge

Deborah D. ...
Election Judge

Election Judge

Director's List & District Contact Data Update for:

Platteville-Gilcrest Fire Protection District, County of Weld, State of Colorado

Received
MAY 26 2010

PLEASE SEND BY MAIL OR FAX TO:

District Contact Update

Dept of Local Affairs

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)

District Name: Platteville-Gilcrest Fire Protection District

District Contact Person: Gary Sandau, District Chief

District Business Address: 303 Main Street
Platteville, CO 80651

District Telephone: 970-785-2232 **Fax:** 970-785-0139

District Email: gsandau@pafpd.org

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)	Bond on file with DLG (Y)
Larry Witherspoon	President	PO BOX 402 Gilcrest, CO 80623	E	2012	4	✓	✓
Wayne Kawata	Treasurer	14706 WCR 46 Platteville, CO 80651	E	2014	4	✓	✓
Gary Homyak	Chair	107 River Road Gilcrest, CO 80623	E	2014	4	✓	✓
Alan Frank	Vice President	11957 WCR 40 ½ Platteville, CO 80651	E	2012	4	✓	✓
Rick Margheim	Chair	18481 WCR 35 Platteville, CO 80651	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.

District Contact Signature

Date



Bond No. 70518616

Western Surety Company

DISHONESTY BOND

Item 1. Name of Insured: Platteville/Gilcrest Fire Protection District

(the "Insured")

Principal Address P. O. Box 407, Platteville, CO 80651

Item 2. Bond Period: From noon on the 20 day of May, 2008, to noon on the effective date of the cancellation or termination of this Bond, standard time, at the Principal Address as to each of said dates.

Item 3. Limit of liability: \$ 5,000.00

INSURING AGREEMENT

The Underwriter, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations, and other terms of this Bond, agrees to indemnify the Insured against any loss of money or other property which the Insured shall sustain or for which the Insured shall incur liability through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, the amount of indemnity on each of such Employees being the amount stated in Item 3 of the Declarations.

GENERAL AGREEMENTS

CONSOLIDATION-MERGER

A. If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees, the Insured shall give the Underwriter written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

JOINT INSURED

B. If more than one Insured is covered under this Bond, the Insured first named shall act for itself and for every other Insured for all purposes of this Bond. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 6, 7, and 12, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Section 12 shall apply to every Insured. If, prior to the cancellation or termination of this Bond in its entirety, this Bond is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within two years from the date of such cancellation or termination. The liability of the Underwriter for loss sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss been sustained by any one of the Insured. Payment by the Underwriter to the Insured first named of any loss under this Bond shall fully release the Underwriter on account of such loss. If the Insured first named ceases for any reason to be covered under this Bond, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Bond.

LOSS UNDER PRIOR BOND OR POLICY

C. If the coverage of this Bond is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Underwriter agrees that this Bond applies to loss which is discovered as provided in Section 1 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

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

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

BOND PERIOD, TERRITORY, DISCOVERY

Section 1. Loss is covered under this Bond only if discovered not later than two years from the end of the Bond Period.

Subject to General Agreement C, this Bond applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Bond Period by any of the Employees engaged in the regular service of the Insured within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada or while such Employees are elsewhere for a limited period.

EXCLUSION

Section 2. This Bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation

DEFINITION OF EMPLOYEE

Section 3. As used in this Bond, "Employee" means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Bond Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject, however, to Sections 12 and 13.

LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES

Section 4. If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Bond, subject to the provisions of Section 2 of this Bond, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employees, and provided, further, that the aggregate liability of the Underwriter for any such loss shall not exceed the amount stated in Item 3 of the Declarations.

OWNERSHIP OF MONEY OR OTHER PROPERTY

Section 5. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

PRIOR FRAUD; DISHONESTY OR CANCELLATION

Section 6. The coverage of this Bond shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Underwriter or not, and if such Employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Underwriter shall not be liable on account of such Employees unless the Underwriter shall agree in writing to include such Employees within the coverage of this Bond.

LOSS-NOTICE-PROOF-ACTION AGAINST UNDERWRITER

Section 7. Upon knowledge or discovery of loss under this Bond, the Insured shall: (a) give notice thereof as soon as practicable to the Underwriter or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Underwriter within four months after the discovery of loss.

Upon the Underwriter's request, the Insured shall produce for the Underwriter's examination all pertinent records, at such reasonable times and places as the Underwriter shall designate, and shall cooperate with the Underwriter in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Underwriter unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Bond, nor until ninety days after the required proofs of loss have been filed with the Underwriter, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice or loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

RECOVERIES

Section 8. If the Insured shall sustain any loss covered by this Bond which exceeds the amount of indemnity provided by this Bond, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter) by whomsoever made, on account of such loss under this Bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Underwriter.

LIMIT OF LIABILITY

Section 9. 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 liability stated in Item 3 of the Declarations shall not be cumulative from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 10. With respect to loss caused by any Employee or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Bond Period and partly during the period of other bonds or policies issued by the Underwriter 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 for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount stated in Item 3 of the Declarations or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

OTHER INSURANCE

Section 11. If there is available to the Insured any other insurance or indemnity covering any loss covered by this Bond, the Underwriter shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity.

CANCELLATION AS TO ANY EMPLOYEE

Section 12. This Bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at noon, standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Underwriter of notice as aforesaid to the Insured at the address shown in this Bond shall be sufficient proof of notice. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

CANCELLATION OF BOND

Section 13. This Bond may be cancelled by the Insured by mailing to the Underwriter written notice stating when thereafter the cancellation shall be effective. This Bond may be cancelled by the Underwriter by mailing to the Insured at the address shown in this Bond written notice stating when, not less than fifteen 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 Insured or by the Underwriter shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Underwriter cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Dated this 21 day of May, 2008.

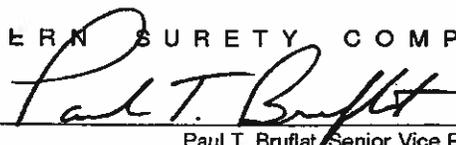
Countersigned

By NOT NEEDED

Resident Agent

WESTERN SURETY COMPANY

By



Paul T. Bruffat, Senior Vice President



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 3 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) Board Members, 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 or conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of May, 2008, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of bond No. 70518616 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Platteville/Gilcrest Fire Protection District

Signed this 21st day of May, 2008.

WESTERN SURETY COMPANY

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

