

ITEM 15



Travis County Commissioners Court Agenda Request

Meeting Date: November 6, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PUBLIC OFFICIAL BOND RENEWAL FOR APPOINTED VISITING JUSTICE OF THE PEACE JON WISER.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Jon Wisser was appointed a Visiting Justice of the Peace in 2008 and his bond is up for renewal. He is continuing to serve as a Visiting JP and attached is his bond commencing on November 7, 2012 and expiring November 7, 2016.

STAFF RECOMMENDATIONS:

Approve.

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

Premium is paid by Risk Management, Human Resources Dept.

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854



AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE
PRECINCT #**

THE STATE OF TEXAS

County of Travis

Bond No. TX 625529

KNOW ALL PERSONS BY THESE PRESENTS:

That we, JON WISSER, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 7th day of November, 2008, duly Appointed to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 7th day of November, 2012 and expiring on the 7th day of November, 2016.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of September, 2012.

JON WISSER Principal

By: [Signature]
Jon Wisser

Merchants Bonding Company (Mutual)

By: [Signature]
Leandra Vasquez Attorney-in-Fact

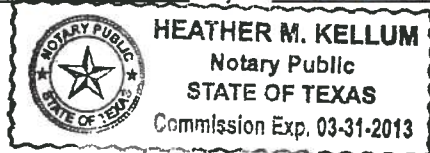
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Heather M. Kellum, a notary public, on this day personally appeared Jon Wisser known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Travis County this 18 day of October, 2012.



[Signature]

Travis County, Texas.

OATH OF OFFICE
(General)

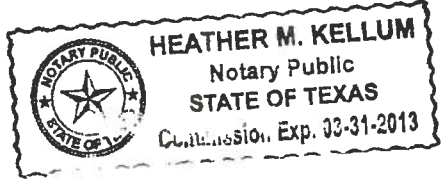
I, Jon Wisser, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Visiting Judge of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Jon Wisser

Sworn to and subscribed before me at Travis Co, Austin, Texas, this 18 day of October, 2012.

Heather M. Kellum

SEAL



Travis County, Texas

THE STATE OF TEXAS }
County of Travis } ss

The foregoing bond of Jon Wisser as Visiting Justice of the Peace in and for Travis County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____

County Court _____ County Travis County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY
for Company Employees

Bond #: TX 625529

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Leandra Vasquez

of **Austin** and State of **Texas** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

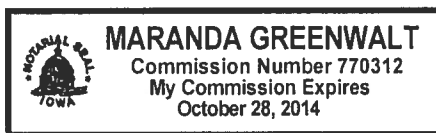
By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September, 2012.



William Warner Jr.

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

RECEIVED JP FIVE
TRAVIS COUNTY
2012 OCT 16 AM 10:37

**WORMLEY
MITCHELL**

October 11, 2012

Travis County Justice Of The Peace
c/o Dan Mansour TCAB 100
PO Box 1748
Austin, TX 78767

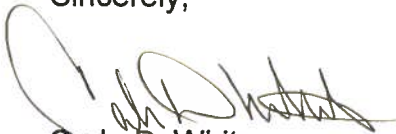
Re: Policy #TX625529
Coverage Type: Public Official Bond Renewal for Jon Wisser
Policy Period: 11/7/2012 To 11/7/2016

Dear Mr. Mansour:

Enclosed please find Public Official Bond Renewal for John Wisser.

Thank you, we appreciate your business....

Sincerely,



Carla D. White
Account Manager
Direct Line: (512)628-8413
cw@gcia-tx.com

Since 1952

“YOU CAN DEPEND ON US”