

Item 22



Travis County Commissioners Court Agenda Request

Meeting Date: December 11, 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:

APPROVE BONDS AND BOND RENEWALS FOR THE FOLLOWING ELECTED OFFICIALS:

- A. RON DAVIS, TRAVIS COUNTY COMMISSIONER, PRECINCT ONE;
- B. DANNY THOMAS, CONSTABLE, PRECINCT ONE; AND
- C. MARIA L. CANCHOLA, CONSTABLE, PRECINCT FOUR;
- D. CARLOS HUMBERTO BARRERA, JUDGE, COUNTY COURT AT LAW NO. 8

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are the Elected Officials Bonds and Bond Renewals.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

Invoices for the bonds are paid from the Risk Management fund in HRMD.

REQUIRED AUTHORIZATIONS:

Margie Solano, Risk Management, HRMD

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.

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**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY COMMISSIONER
PRECINCT # 1**

THE STATE OF TEXAS

County of Travis

Bond No. TX 534976

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RON DAVIS, 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 Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Three Thousand (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Commissioner in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the commissioner's official duties; and reimburse the county for all county funds illegally paid to him/her; and will not vote or consent to make a payment of county funds except for a lawful purpose, then this obligation shall be void, or 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 November, 2012

RON DAVIS
Principal

By: [Signature]
Ron Davis

Merchants Bonding Company (Mutual)

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

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Felicitas B. Chavez, a notary public, on this day personally appeared Ron Davis 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 Austin this 29th day of November, 2012



Felicitas B. Chavez
Travis County, Texas.

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MERCHANTS BONDING COMPANY

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TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

} ss.

Bond No. TX 534977

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RON DAVIS, 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 bound unto Travis County Judge for the use and benefit of the County Road and Bridge Fund, his successors in office, in the sum of Three Thousand Dollars (\$3,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Commissioner as Ex Officio Road Commissioner in and for Travis County in the State of Texas, for a term beginning the 1st day of January, 2013 and ending the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"perform all duties required of him by law or by the Commissioners Court and account for all money or other property belonging to the county that may come into his possession."

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 November, 2012

RON DAVIS Principal

RON DAVIS
MERCHANTS BONDING COMPANY (Mutual)
By: Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

} ss.

Before me, Felicitas B. Chavez, a notary public, on this day personally appeared

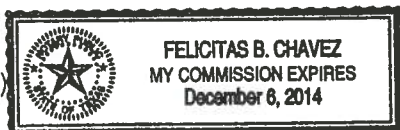
RON DAVIS

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 Austin this 29th day of November, 2012

SEAL

PO 0123 TX (7/09)



Felicitas B. Chavez
Travis County, Texas.

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TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 625867

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DANNY THOMAS, 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 Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be 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 November, 2012.

DANNY THOMAS

By: Danny Thomas Principal

Merchants Bonding Company (Mutual)

By: Leandra Vasquez Attorney-in-Fact

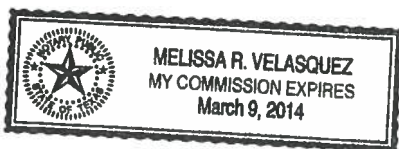
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Danny Thomas 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 Austin, TX this 3 day of December, 2012



PO 0158 TX (12/08)

Melissa R. Velasquez
Travis County, Texas.

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TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 534971

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MARIA L CANCHOLA, 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 Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of Constable in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expiring on the 31st day of December, 2016.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be 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 November, 2012.

MARIA L CANCHOLA

By: Maria L. Canchola

Maria L Canchola

Merchants Bonding Company (Mutual)

By: Leandra Vasquez

Leandra Vasquez Attorney-in-Fact

Principal

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Maria L Canchola 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.

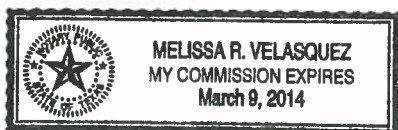
Given under my hand and seal of office, at Austin, Texas this 30th day of November, 2012

Melissa R. Velasquez

Travis

County, Texas.

PO 0158 TX (12/08)



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TEXAS OFFICIAL BOND AND OATH FOR COUNTY JUDGE

THE STATE OF TEXAS

County of Travis

Bond No. TX 625484

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Carlos Humberto Barrera, 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 Treasurer of the County of Travis, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars (\$10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected to the office of County Judge in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2013 and expires on the 31st day of December, 2016.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, 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 November, 2012.

Carlos Humberto Barrera
Principal

By: [Signature]
Carlos Humberto Barrera

Merchants Bonding Company (Mutual)

By: [Signature]
Carla D White, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Carlos Humberto Barrera 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 Austin, Tx.
this 4 day of December, 2012

[Signature]
Travis County, Texas.

