

Item 40



Travis County Commissioners Court Agenda Request

Meeting Date: December 18, 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. J. ADAN BALLESTEROS, CONSTABLE, PRECINCT TWO;
- B. GREGORY MAURICE HAMILTON, TRAVIS COUNTY SHERIFF;
- C. GERALD DAUGHERTY, TRAVIS COUNTY COMMISSIONER, PRECINCT THREE;
- D. DAVID A. ESCAMILLA, TRAVIS COUNTY ATTORNEY; AND
- E. CARLOS B. LOPEZ, CONSTABLE, PRECINCT FIVE.

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 CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 625843

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J. ADAN BALLESTEROS, 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.

J. ADAN BALLESTEROS

Principal

By: [Signature]

J. Adan Ballesteros

Merchants Bonding Company (Mutual)

By: [Signature]

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 J. Adan Ballesteros 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.

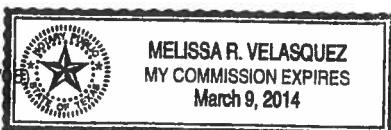
Given under my hand and seal of office, at Austin, Texas this 11th day of December, 2012

[Signature]

Travis

County, Texas.

PO 0158 TX (12/08)



**TEXAS OFFICIAL BOND AND OATH
FOR SHERIFF**

THE STATE OF TEXAS

County of Travis

Bond No. TX 610460

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GREGORY MAURICE HAMILTON, 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 Thirty Thousand Dollars (\$ 30,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of November, 2012, duly filed to the office of Sheriff 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 of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties he/she collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him/her, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to him/her from county funds, 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 October, 2012.

GREGORY MAURICE HAMILTON

By: [Signature] Principal
Gregory Maurice Hamilton

MERCHANTS BONDING COMPANY (Mutual)

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

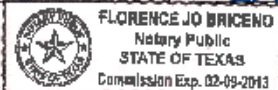
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Florence Jo Briceño, a notary public, on this day personally appeared Gregory Maurice Hamilton 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, Texas this 2nd day of December



Florence Jo Briceño
Travis County Texas.

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2100 FLEUR DRIVE
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**TEXAS OFFICIAL BOND AND OATH
FOR COUNTY COMMISSIONER
PRECINCT # 3**

THE STATE OF TEXAS

County of Travis

Bond No. TX 804328

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GERALD DAUGHERTY, 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 3rd day of December, 2012.

GERALD DAUGHERTY

Principal

By: Gerald Daugherty

Merchants Bonding Company (Mutual)

By: Carla D White
Carla D White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

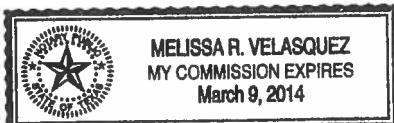
County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared Gerald Daugherty 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 12 day of December, 2012

Melissa R. Velasquez

Travis County, Texas.



HOME OFFICE
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MERCHANTS BONDING COMPANY

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(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis } ss.

Bond No. TX 805592

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GERALD DAUGHERTY, 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 3rd day of December, 2012

GERALD DAUGHERTY

Principal

GERALD DAUGHERTY

MERCHANTS BONDING COMPANY (Mutual)

By: Carla D. White
Carla D White Attorney-In-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

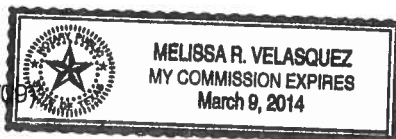
County of Travis } ss.

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

GERALD DAUGHERTY 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 12 day of December, 2012

SEAL



PO 0123 TX (7/09)

Melissa R. Velasquez
Travis County, Texas.

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TEXAS OFFICIAL BOND AND OATH FOR COUNTY ATTORNEY

THE STATE OF TEXAS

County of Travis

Bond No. TX 577707

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DAVID A ESCAMILLA, 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 Two Thousand Five Hundred (\$2,500.00) 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 Attorney 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 faithfully pay over in the manner prescribed by law all money that he/she collects or receives for any county or the state, 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.

DAVID A ESCAMILLA
Principal

By: [Signature]
David A Escamilla
Merchants Bonding Company (Mutual)

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

ACKNOWLEDGEMENT OF PRINCIPAL

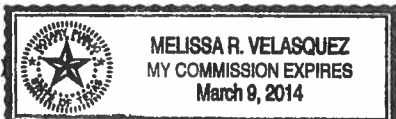
THE STATE OF TEXAS

County of Travis

Before me, Melissa R. Velasquez, a notary public, on this day personally appeared David A Escamilla 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 12 day of December, 2012.

[Signature]
Travis County, Texas.



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TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Travis

Bond No. TX 804327

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CARLOS B LOPEZ, 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 3rd day of December, 2012.

CARLOS B LOPEZ

Principal

By: Carlos B Lopez

Merchants Bonding Company (Mutual)

By: Carla D White
Carla D White Attorney-in-Fact

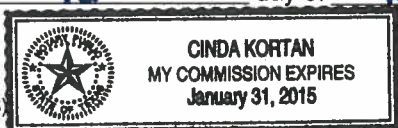
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Travis

Before me, Cinda Kortan, a notary public, on this day personally appeared Carlos B Lopez 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 3:30 pm
this 12th day of December, 2012.



Cinda Kortan
Travis

County, Texas.