

**MINUTES****Of The****WILLIAMSON COUNTY COMMISSIONERS' COURT MEETING****January 9, 2001****THE STATE OF TEXAS     )(****COUNTY OF WILLIAMSON)(**

**BE IT REMEMBERED** that at 9:30 a.m. on January 9, 2001, a **REGULAR SESSION** of the Commissioners' Court of Williamson County, Texas, was held with the following members being present:

**JOHN C. DOERFLER**, County Judge  
**MICHAEL L. HEILIGENSTEIN**, Commissioner, Precinct 1  
**GREGORY W. BOATRIGHT**, Commissioner, Precinct 2  
**DAVID HAYS**, Commissioner, Precinct 3  
**FRANKIE LIMMER**, Commissioner, Precinct 4  
**EUGENE D. TAYLOR**, County Attorney  
**NANCY E. RISTER**, County Clerk  
**DAVID U. FLORES**, County Auditor

**AGENDA ITEM 1****Call meeting to order.**

County Judge John Doerfler called the meeting to order at 9:30 a.m. on Tuesday, January 9, 2001.

**COMMISSIONERS COURT RECESSED AT 9:40 A.M. ON TUESDAY, JANUARY 9, 2001, FOR SWEARING IN OF COMMISSIONERS HEILIGENSTEIN AND HAYS.**

**COMMISSIONERS COURT RECONVENED AT 9:44 A.M. ON TUESDAY, JANUARY 9, 2001.**

**AGENDA ITEM 2**

**Approve the officials bonds and accept any affidavits from court members and newly elected officials.**

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve official bonds and accept affidavits from court members and newly elected officials.

Vote: **5 - 0**

< Attachment >

## OFFICIAL BOND AND OATH



8

## STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MIKE HEILIGENSTEIN of 400 W MAIN AVE #218  
ROUND ROCK, TX 78664  
as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly  
bound unto WILLIAMSON COUNTY  
in the penal sum of THREE THOUSAND Dollars  
(\$ 3,000.00 ), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our  
heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 5TH day of OCTOBER, 2000.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed  
to the office of COUNTY COMMISSIONER PCT 1

for a term of FOUR YEARS  
beginning on JANUARY 1, 2001 and ending on  
JANUARY 1, 2004

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such  
official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute,  
all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to  
remain in full force and effect.

Principal

STATE FARM FIRE AND CASUALTY COMPANY

By - Attorney-in-fact

The within bond and the Surety thereon are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

OATH OF OFFICE

STATE OF TEXAS

9

SS

COUNTY OF WILLIAMSON

MIKE HEILIGENSTEIN being  
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of \_\_\_\_\_  
and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which  
he/she has been appointed while he/she shall hold said office.

Signature of Principal

Sworn to by said

Mike Heiligenstein  
Principal (print name)

before me, and subscribed in my presence this \_\_\_\_\_

9<sup>th</sup>

day of

January, 2001

A.D.

John C. Saifley - County Judge  
~~Notary Public~~

Notary Seal

~~Commission Date~~

## STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: John C. Anderson, Lezlie L. Ballenger, Teresa L. Brown, Ceola Campbell, Pamela Chancellor, Norma Christiansen, Erin Croft, Ruth Davis, Julie Freed, John Gibson, Christine M. Goben, William L. Gordon, Suzanne M. Greif, Christy Herald, John R. Horton, Cynthia Johnson, Mary Johnson, Susan K. Johnson, Linda Kagel, Mary K. Kerfoot, DeAnna Kerrick, Julia Klinzing, G.F. Krawczyk, Amber Laubenstein, Janet R. Leake, Donna K. O'Crowly, Michael D. O'Donnell, James Platt, Debra Prafer, Lynn Rakowski, Suzanne M. Robertson, Alice Schuler, Kim Shine, Michelle Shives, Trudy Spence, Heidi Stevens, Perry Tracy, Susan M. Wagoner, Karen Weber, Wilma L. Weinzierl, Kim Wietfeldt, Susan Wiggins of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 24th day of July, 1974, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Executive Vice-President or a Vice-President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Executive Vice-President or any Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, Vice-President or Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Vice-President, and its Corporate Seal to be affixed this 22nd day of July 1998.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2001, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: W. Donald Sullivan

Vice-President

THIS POWER INVALID IF GREEN IMPRINTS ARE NOT PRESENT IN THEIR ENTIRETY

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 22nd day of July 1998, before me personally came W. Donald Sullivan to me known, who being duly sworn, did depose and say that he is Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

"OFFICIAL SEAL"  
Ruth Davis  
Notary Public, State of Illinois  
My Commission Expires 4/13/02

Ruth Davis  
Notary Public  
My commission expires April 13, 2002

### CERTIFICATE

I, the undersigned Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions asset forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 5th day of October 2000



G. W. Watkins  
Vice-President

### RECORDERS MEMORANDUM

All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

11

*Nancy E. Rister*

01-12-2001 04:15 PM 2001003071  
ANDERSON \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

## OFFICIAL BOND AND OATH

12



## STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MIKE HEILIGENSTEIN of 400 W MAIN AVE #218  
ROUND ROCK, TX 78664-5809  
as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly  
bound unto WILLIAMSON COUNTY  
in the penal sum of ONE THOUSAND AND NO CENTS Dollars  
(\$ 1,000.00 ), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our  
heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 5TH day of OCTOBER, 2000.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed  
to the office of COUNTY ROAD COMMISSIONER PCT 1  
for a term of FOUR YEARS  
beginning on JANUARY 1, 2001 and ending on  
DECEMBER 31, 2004

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such  
official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute,  
all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to  
remain in full force and effect.

Mike Heiligenstein  
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By Mike Fress  
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

OATH OF OFFICE

13

STATE OF TEXAS

SS

COUNTY OF WILLIAMSON

MIKE HEILIGENSTEIN being  
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of \_\_\_\_\_  
and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which  
he/she has been appointed while he/she shall hold said office.

Mike Heiligenstein  
Signature of Principal  
Sworn to by said \_\_\_\_\_

Principal (print name)

before me, and subscribed in my presence this \_\_\_\_\_

9<sup>TH</sup> day of

January, 2001 A.D.

Notary Seal

John C. Sainfleur - County Judge  
~~Notary Public~~

~~Commission Date~~

## STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: John C. Anderson, Lezie L. Ballenger, Teresa L. Brown, Ceola Campbell, Pamela Chancellor, Norma Christiansen, Erin Croft, Ruth Davis, Julie Freed, John Gibson, Christine M. Goben, William L. Gordon, Suzanne M. Greif, Christy Herald, John R. Horton, Cynthia Johnson, Mary Johnson, Susan K. Johnson, Linda Kagel, Mary K. Kerfoot, DeAnna Kerrick, Julia Klinzing, G.F. Krawczyk, Amber Laubenstein, Janet R. Leake, Donna K. O'Crowly, Michael D. O'Donnell, James Platt, Debra Prater, Lynn Rakowski, Suzanne M. Robertson, Alice Schuler, Kim Shine, Michelle Shives, Trudy Spence, Heidi Stevens, Perry Tracy, Susan M. Wagoner, Karen Weber, Wilma L. Weinzierl, Kim Wietfeldt, Susan Wiggins of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 24th day of July, 1974, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Executive Vice-President or a Vice-President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Executive Vice-President or any Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, Vice-President or Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Vice-President, and its Corporate Seal to be affixed this 22nd day of July 1998.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2001, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: W. Donald Sullivan

Vice-President

THIS POWER INVALID IF GREEN IMPRINTS ARE NOT PRESENT IN THEIR ENTIRETY

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 22nd day of July 1998, before me personally came W. Donald Sullivan to me known, who being duly sworn, did depose and say that he is Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

"OFFICIAL SEAL"  
Ruth Davis  
Notary Public, State of Illinois  
My Commission Expires 4/13/02

Ruth Davis  
Notary Public  
My commission expires April 13, 2002

### CERTIFICATE

I, the undersigned Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions asset forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 5th day of October, 2000.



Gwen M. Watkins  
Vice-President

### RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

15

*Nancy E. Rister*

01-12-2001 04:15 PM 2001003072  
ANDERSON \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



TX 565576

# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, David Hays, 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 Williamson County Judge, his successors in office, in the sum of one thousand (\$ 1,000.00 ) 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 7th day of November, 2000, duly elected to the office of County Commissioner (Elected - Appointed) in and for Williamson County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2001.

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<sup>4</sup>

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

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 cancelled 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 5th day of January, 2001.

COUNTERSIGNED

By:

Texas Resident Agent

By:

AUDREY WILLIAMS, Assistant Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss.

County of \_\_\_\_\_

Before me, \_\_\_\_\_ on this day personally appeared

\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_, County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

17

I, David S. Hays, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Williamson County Commissioner Pet 3, 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; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed

Sworn to and subscribed before me at Williamson County, Texas, this 9<sup>TH</sup> day of January, 2001.

SEAL

OATH OF OFFICE  
(General)

I, David S. Hays, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Williamson County Commissioner Pet 3, 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

Sworn to and subscribed before me at Williamson County, Texas, this 9<sup>TH</sup> day of January, 2001.

SEAL

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date January 9, 2001

Clerk

John C. Daehler

County Judge,

County Court \_\_\_\_\_ County

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

## OFFICIAL BOND REQUIREMENTS

OFFICIAL #	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court—\$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court \$1,000 minimum, \$10,000 maximum	County Judge	Commissioners Court	Agric. Code 146.055	"well and truly perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"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 collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, 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 from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given—\$2,500 minimum, \$100,000 maximum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum, \$1,500 maximum	Governor	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500.	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

4. Conditions.



OFFICIAL  
BOND AND OATH

\_\_\_\_\_  
Principal

As \_\_\_\_\_  
Official Title

of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Filed the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Clerk.

County Court \_\_\_\_\_ County, Texas.

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

01-12-2001 04:15 PM 2001003069  
ANDERSON \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



TX 565577

# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

} ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, David Hays, 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<sup>1</sup> Williamson County Treasurer, his successors in office, in the sum of<sup>2</sup> three thousand (\$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.

(Not valid if filled in for more than \$25,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 7th day of November, 2000, duly elected to the office of County Commissioner in and for<sup>3</sup> Williamson County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2001.

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<sup>4</sup>

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

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 cancelled 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 5th day of January, 2001.

COUNTERSIGNED

By:

David Dady  
Texas Resident Agent

By:

Audrey Williams  
AUDREY WILLIAMS, Assistant Vice President

Principal

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss.

County of \_\_\_\_\_

Before me, \_\_\_\_\_ on this day personally appeared

\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_, County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, David S. Hays, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Williamson County Commissioner Pct. 3, 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; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed [Signature]

Sworn to and subscribed before me at Williamson County, Texas, this 9<sup>th</sup> day of January, 2001.

[Signature]

SEAL

Williamson County, Texas

OATH OF OFFICE  
(General)

I, David S. Hays, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Williamson County Commissioner Pct. 3, 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 [Signature]

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_  
County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
Clerk\_\_\_\_\_  
County Judge,

County Court \_\_\_\_\_ County

\_\_\_\_\_  
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

# OFFICIAL BOND REQUIREMENTS

22

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given—\$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court—\$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court \$1,000 minimum, \$10,000 maximum	County Judge	Commissioners Court	Agric. Code 146.055	"well and truly perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"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 collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, 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 from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given—\$2,500 minimum, \$100,000 maximum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithfully perform his duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum, \$1,500 maximum	Governor	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500.	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

4. Conditions.





OFFICIAL  
BOND AND OATH

Principal

As \_\_\_\_\_  
Official Title

of \_\_\_\_\_

Filed the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Clerk.

County Court \_\_\_\_\_ County, Texas.

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

01-12-2001 04:15 PM 2001003070  
ANDERSON \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS.

Bond No. 90 45 3045 3

## OFFICIAL BOND AND OATH



24

## STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, KEN ANDERSON of \_\_\_\_\_  
GEORGETOWN, TX  
 as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly  
 bound unto STATE OF TEXAS  
 in the penal sum of FIVE THOUSAND AND 00/100 Dollars  
 (\$ 5,000.00 ), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our  
 heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 4TH day of OCTOBER, 2000.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed  
 to the office of WILLIAMSON COUNTY DISTRICT ATTORNEY

\_\_\_\_\_ for a term of 4 YEARS  
 beginning on JANUARY 1, 2001 and ending on  
DECEMBER 31, 2004

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such  
 official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute,  
 all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to  
 remain in full force and effect.

LICENSED RESIDENT AGENT

Ken Anderson  
 Principal

STATE FARM FIRE AND CASUALTY COMPANY

By Christy Herald  
 Attorney-in-fact

The within bond and the Surety thereon are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_.

## OATH OF OFFICE

STATE OF TEXAS

SS

COUNTY OF WILLIAMSONKen Anderson being  
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of DISTRICT ATTORNEY  
and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which  
he/she has been appointed while he/she shall hold said office.

Ken Anderson  
Signature of Principal  
Sworn to by said Ken Anderson  
Principal (print name)  
before me, and subscribed in my presence this \_\_\_\_\_

\_\_\_\_\_ day of

\_\_\_\_\_ A.D.

Notary Seal

[Signature]  
Notary Public\_\_\_\_\_  
Commission Date

## STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: John C. Anderson, Lezlie L. Ballenger, Teresa L. Brown, Ceola Campbell, Pamela Chancellor, Norma Christiansen, Erin Croft, Ruth Davis, Julie Freed, John Gibson, Christine M. Goben, William L. Gordon, Suzanne M. Greif, Christy Herald, John R. Horton, Cynthia Johnson, Mary Johnson, Susan K. Johnson, Linda Kagel, Mary K. Kerfoot, DeAnna Kerrick, Julia Klinzing, G.F. Krawczyk, Amber Laubenstein, Janet R. Leake, Donna K. O'Crowly, Michael D. O'Donnell, James Platt, Debra Prater, Lynn Rakowski, Suzanne M. Robertson, Alice Schuler, Kim Shine, Michelle Shives, Trudy Spence, Heidi Stevens, Perry Tracy, Susan M. Wagoner, Karen Weber, Wilma L. Weinzierl, Kim Wietfeldt, Susan Wiggins of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 24th day of July, 1974, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Executive Vice-President or a Vice-President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Executive Vice-President or any Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, Vice-President or Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Vice-President, and its Corporate Seal to be affixed this 22nd day of July 1998.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2001, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: \_\_\_\_\_

*W. Donald Sullivan*

Vice-President

**THIS POWER INVALID IF GREEN IMPRINTS ARE NOT PRESENT IN THEIR ENTIRETY**

STATE OF ILLINOIS  
COUNTY OF MCLEAN

On this 22nd day of July 1998, before me personally came W. Donald Sullivan to me known, who being duly sworn, did depose and say that he is Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

"OFFICIAL SEAL"

Ruth Davis

Notary Public, State of Illinois  
My Commission Expires 4/13/02

*Ruth Davis*

Notary Public

My commission expires April 13, 2002

CERTIFICATE

I, the undersigned Vice-President of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions asset forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 4th day of October 2000.

RECORDERS MEMORANDUM

All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

*Suzanne M. Watkins*

Vice-President

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

27

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001054  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

# The State of Texas

## Statement of Elected Officer

(PLEASE TYPE OR PRINT LEGIBLY)

I, Ken Anderson

, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected so help me God.

Ken Anderson

Affiant's Signature

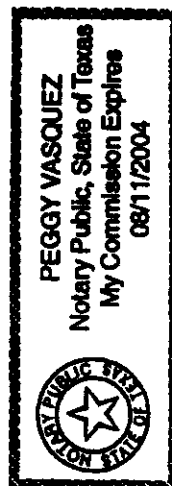
District Attorney - 26th Juv Dist

Office to Which Elected

Williamson

City/County

SWORN TO and subscribed before me by affiant on this 2nd day of January, 192001.



See Reverse Side  
for Instructions  
Revised August 1994

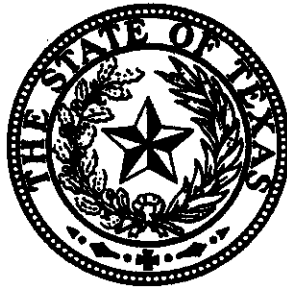
Peggy Vasquez

Signature of Notary Administering Oath

Printed Name

Notary Public, State of Texas

Title




I, Ken Anderson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of District Attorney of the 26<sup>th</sup> Judicial District Court 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, so help me God.

  
Ken Anderson

SWORN TO AND SUBSCRIBED before me today, January 2, 2001.

  
Judge John R. Carter  
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

  
01-03-2001 04:58 PM 2001001055  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

## PUBLIC OFFICIAL BOND

30



## STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

## KNOW ALL PERSONS BY THESE PRESENTS

That we, Steve Benton, of 680 CR 375 Jarrell, Texas 76537  
as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as Surety, are jointly and severally held and bound  
unto the Williamson County, in the State  
of Texas, in the sum of Five Thousand (\$ 5000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That whereas, the said Principal has  
been elected to the office of Justice of The Peace  
within and for the Term of Four Years

NOW THEREFORE, if the said Principal shall during the period beginning January 1st, 2001 and until  
his successor is elected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all  
monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the  
same according to law, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the  
said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable,  
however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may  
have been committed by the Principal up to date of such cancellation.

Dated this 2nd day of January, 19 2001

William E. Edmiston

Agent

Steve Benton  
Principal  
STATE FARM FIRE AND CASUALTY COMPANY  
By William E. Edmiston  
Attorney-in-fact



## OATH OF OFFICE

STATE OF TEXAS  
County of Williamson } ss

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of TEXAS, and that I will faithfully and impartially discharge all the duties of my said office of Justice of the Peace #3

Subscribed and sworn to before me, this

2nd day of January 192001  
Williamson, Texas  
James District Judge - 26th District  
My Commission Expires 19

John Burson  
Principal

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

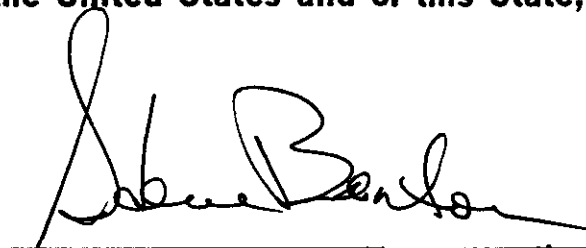
01-03-2001 04:58 PM 2001001060  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, STEVE BENTON, do  
solemnly swear (or affirm), that I will faithfully execute the duties of the  
office JUSTICE OF THE PEACE of PRECINCT #3 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, so  
help me God.



Affiant

SWORN TO and subscribed before me by affiant on this 2nd day of

January, 2001.

(Seal)

William S. Lott  
Signature of Person Administering Oath

WILLIAM S. LOTT  
Printed Name

SENIOR DISTRICT Judge - 26th DISTRICT  
Title

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

33

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001061  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



TX 551747

# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robert Gutierrez, 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<sup>1</sup> Governor, his successors in office, in the sum of<sup>2</sup> Two Thousand and no/100 (\$ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than \$25,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2001, duly Elected to the office of Constable Pct #3 (Elected - Appointed) in and for<sup>3</sup> Williamson County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2001.

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<sup>4</sup>

"For the Faithful Discharge of the duties of his 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 cancelled 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 January, 2001.

COUNTERSIGNED

By:

Texas Resident Agent

By:

AUDREY WILLIAMS, Assistant Vice President

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss.

County of Williamson

Before me, Robert Gutierrez on this day personally appeared

Robert Gutierrez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Georgetown TX

this 1st day of January, 2001.

SEAL



CAROLYN ENDLER  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES  
JUNE 3, 2002

Carolyn Endler  
Williamson County, Texas.

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ 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; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Bobby Gutierrez, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable Prec 3, Williamson County 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 \_\_\_\_\_

Sworn to and subscribed before me at GEORGETOWN, Texas, this 2nd day of January, 2001.

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
County Court \_\_\_\_\_ County \_\_\_\_\_ County Judge, \_\_\_\_\_ 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.

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ Clerk \_\_\_\_\_ County



23 Merchants Bonding Company

**OFFICIAL  
BOND AND OATH**

\_\_\_\_\_  
Principal  
As \_\_\_\_\_  
Official Title  
of \_\_\_\_\_  
\_\_\_\_\_  
Filed the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_  
Clerk.  
County Court \_\_\_\_\_ County, Texas.

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Nancy E. Rister*

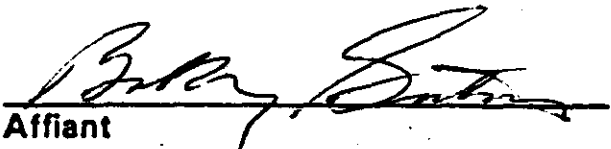
01-03-2001 04:58 PM 2001001058  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

In the name and by the authority of

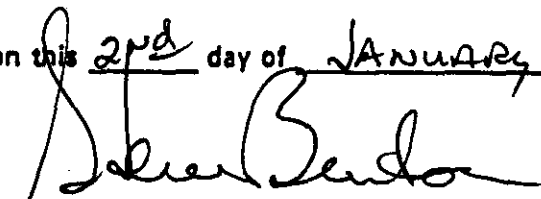
# The State of Texas

## OATH OF OFFICE

I, Bobby Gutierrez, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Williamson County Constable, Precinct Three 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, so help me God.

  
Affiant

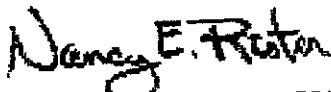
SWORN TO and subscribed before me by affiant on this 2nd day of JANUARY, 2001.

  
Signature of Person Administering Oath

STEVE BENTON  
Printed Name

Justice of Peace Pct. #3  
Title

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



01-03-2001 04:58 PM 2001001059  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

See Reverse Side  
for Instructions  
Revised August 1994



# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of WILLIAMSON

ss.

BOND NO TX 517824

KNOW ALL PERSONS BY THESE PRESENTS:

That we, GARY GRIFFIN, 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 GOVERNOR, his successors in office, in the sum of TWO THOUSAND (\$ 2,000.00) 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 \_\_\_\_\_ day of \_\_\_\_\_, duly ELECTED (Elected - Appointed) to the office of CONSTABLE PRECINCT #1 in and for WILLIAMSON County in the State of Texas, for a term of 4 year(s) commencing on the 1ST day of JANUARY, 2001

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<sup>4</sup>

FAITHFULLY PERFORM THE DUTIES IMPOSED BY LAW.

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 cancelled 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, 2000

COUNTERSIGNED

By: T.K. Swain  
Texas Resident Agent

GARY GRIFFIN Principal  
MERCHANTS BONDING CO. (Mutual)  
By: Kim Wells  
KIM WELLS, ATTORNEY IN FACT

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of WILLIAMSON

ss.

Before me, JOSEPH KEVIN ANDERSON on this day personally appeared GARY GRIFFIN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Georgetown, Texas this 2ND day of JANUARY, 2001

SEAL



# Merchants Bonding Company

(Mutual)

## POWER OF ATTORNEY

39

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Audrey Williams, Brian A. Smith, Kim Wells, Zelda M. Mills,  
Josh Penwell, John D. Malone IV, Robert R. Freel, and Cam Fletcher

of Austin and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its 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:

Any and all bonds

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), 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 Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary 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.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile 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.

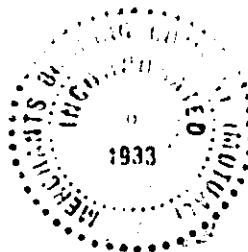
In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of June A.D., 19 99

MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President



STATE OF IOWA  
COUNTY OF POLK ss.

On this 1st day of June, 19 99, 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), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board 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.



*Ruth K. McClain*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 1st day of NOVEMBER, 2000

*William Warner Jr.*

Secretary

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

40

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001056

MILLER \$0.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Gary Griffin, do  
solemnly swear (or affirm), that I will faithfully execute the duties of the  
office of  
Constable, Precinct One, Williamson County 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, so  
help me God.

  
Affiant Gary Griffin

SWORN TO and subscribed before me by affiant on this 2nd day of  
January, 2001.

(Seal)

  
Signature of Person Administering Oath

KEVIN HENDERSON  
Printed Name

JUDGE CCL#1  
Title

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

42

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001057

MILLER \$0.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Donald Higginbotham, 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<sup>1</sup> Williamson County Treasurer, his successors in office, in the sum of<sup>2</sup> Five Thousand and no/100 (\$ 5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than \$25,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2001, duly Elected (Elected - Appointed) to the office of Judge County Court at Law#3 in and for<sup>3</sup> Williamson County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2001.

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<sup>4</sup>

"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him 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 cancelled 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 January, 2001.

COUNTERSIGNED

By:

T.K. Ewen  
Texas Resident Agent

By:

AUDREY WILLIAMS, Assistant Vice President

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

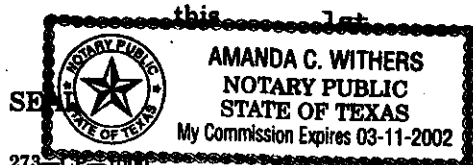
ss.

County of Williamson

Before me, Amanda C. Withers on this day personally appeared

Donald Higginbotham known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 405 Martin Luther King, Georgetown, Texas this 1st day of January, 2001.



Amanda C. Withers  
Williamson County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Donald Higginbotham, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Judge of County Court at Law 3 of Williamson County, 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; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Donald Higginbotham

Sworn to and subscribed before me at Georgetown, Texas, this 2nd day of January, 2001.

SEAL

Williamson County, Texas

OATH OF OFFICE  
(General)

I, DONALD HIGGINBOTHAM, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of COUNTY COURT AT LAW #3, WILLIAMSON COUNTY, 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 Donald Higginbotham

Sworn to and subscribed before me at Georgetown, Texas, this 2nd day of January, 2001.

SEAL

Judge, 360th District Court County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_, Clerk

\_\_\_\_\_, County Judge,

County Court \_\_\_\_\_ County

\_\_\_\_\_, 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.

By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ Clerk  
County



Merchants Bonding Company

OFFICIAL  
BOND AND OATH

Donald Higginbotham  
Principal

As Judge  
Official Title

of County Lower At Large #3  
Williamson County, Texas

Filed the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Clerk.

County Court \_\_\_\_\_ County, Texas.

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

01-04-2001 11:21 AM 2001001187  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



TX 551752

46

# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson

ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, John A. Maspero, 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<sup>1</sup> Govenor State of Texas, his successors in office, in the sum of<sup>2</sup> Ten Thousand and no/100 (\$ 10,000.00 ) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than \$25,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the \_\_\_\_\_ day of January, 2001, duly Elected to the office of Sheriff in and for<sup>3</sup> Williamson County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2001

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<sup>4</sup>

"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 collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, and pay to the person to whom they are 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 from county funds.

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 cancelled 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 2nd day of January, 2001

COUNTERSIGNED

By: [Signature]  
Texas Resident Agent

MERCHANTS BONDING CO. (Mutual)

By: [Signature]  
AUDREY WILLIAMS, Assistant Vice President

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

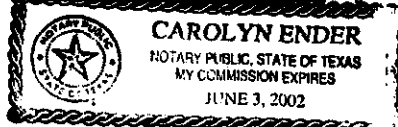
ss.

County of Williamson

Before me, Carolyn Ender on this day personally appeared John A. Maspero known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Georgetown, Tx. this 2nd day of January, 2001.

SEAL



[Signature]  
Williamson County, Texas.





Merchants Bonding Company

**OFFICIAL  
BOND AND OATH**

Principal

Official Title

Filed the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Clerk.

County Court \_\_\_\_\_ County, Texas.

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the Texas Dept. of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

01-02-2001 02:57 PM 2001000487  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, John Maspero, do  
solemnly swear (or affirm), that I will faithfully execute the duties of the  
office Williamson County Sheriff 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, so  
help me God.

John Maspero  
Affiant John Maspero

SWORN TO and subscribed before me by affiant on this 2nd day of  
January, 2001.

Nancy E. Rister  
Signature of Person Administering Oath

Nancy E. Rister

Printed Name

Williamson County Clerk

Title



Form #2204

See Reverse Side  
for Instructions  
Revised August 1999

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

49

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001053  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

## STATEMENT OF ELECTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 1989)

I, John Maspero, do solemnly swear  
(or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed,  
or promised to contribute any money or thing of value, or promised any public office or  
employment for the giving or withholding of a vote at the election at which I was elected,  
so help me God.

  
Affiant's Signature

Williamson County Sheriff  
Position to Which Elected

Williamson  
City and/or County

SWORN TO and subscribed before me by affiant on this 2nd day of  
January, 2001.

  
Signature of Person Authorized to Administer Oaths/Affidavits

Nancy E. Rister  
Printed Name

Williamson County Clerk  
Title

(Seal)





# Western Surety Company

51

A Subsidiary of CNA Surety Corporation

- **IMPORTANT NOTICE**

To obtain information or make a complaint:

- You may call Western Surety Company's toll-free telephone number for information or to make a complaint at

1-800-233-8800

- You may also write to Western Surety Company at

P. O. Box 655908

Dallas TX 75265-5908

or

P. O. Box 5077

Sioux Falls, SD 57117-5077

- 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

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

- **PREMIUM OR 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 OR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, MARTIN D. RUBLE, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CONSTABLE, PCT. 4 WILLIAMSON COUNTY 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, so, help me God.

M. D. Ruble  
Affiant

SWORN TO and subscribed before me by affiant on this 2<sup>nd</sup> day of January, 192000.

Billy Ray Stubblefield  
Signature of Person Administering Oath

BILLY RAY STUBBLEFIELD  
Printed Name

Judge, 26<sup>th</sup> Judicial District  
Title  
STATE OF TEXAS

(Seal)

See Reverse Side  
for Instructions  
Revised August 1996

Texas



53

# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 13736051

That we, Martin D. Ruble, as Principal, and  
 WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as

Surety, are held and bound unto<sup>1</sup> Governor, his successors in office,

in the sum of Two Thousand And No/100 DOLLARS (\$ 2,000.00 ),  
 for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and  
 severally, by these presents.

Dated this 9th day of June, 2000.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal  
 was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly

(Elected-Appointed) to the office of Constable in and for Williamson, Precinct #4  
 County, State of Texas, for a term of four year s commencing on the 1st day of  
January, 2001

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties re-  
 quired by law as the aforesaid officer, and shall<sup>4</sup> faithfully perform the duties imposed



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 cancelled 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.

Counter signed

By

Resident Agent

WESTERN SURETY COMPANY

Principal

By

Stephen T. Pate, President

## ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Williamson } ss

Before me, Billy Ray Stubblefield on this day, personally appeared  
MARTIN D. RUBLE, known to me to be the person whose name is subscribed to  
 the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration  
 therein expressed.

Given under my hand and seal of office at Georgetown, Texas,  
 this SECOND day of JANUARY, 2001.

SEAL

Form 862A - 3-2000

William T. Pate  
 JUDGE, 26<sup>th</sup> JUDICIAL DISTRICT,  
WILLIAMSON County, Texas

**ACKNOWLEDGMENT OF SURETY**  
(Corporate Officer)

STATE OF SOUTH DAKOTA

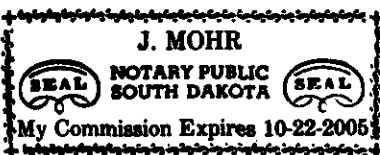
County of Minnehaha

} ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 9th \_\_\_\_\_ day of

June, 2000, personally appeared Stephen T. Pate

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



*J. Mohr*

Notary Public

 Western Surety Company

**OFFICIAL  
BOND AND OATH**

On Behalf of

Principal

4

Official Title

Texas

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

01-03-2001 04:58 PM 2001001062

MILLER \$0.00

NANCY E. RISTER, COUNTY CLERK  
- WILLIAMSON COUNTY, TEXAS

County Court \_\_\_\_\_ County,  
Texas

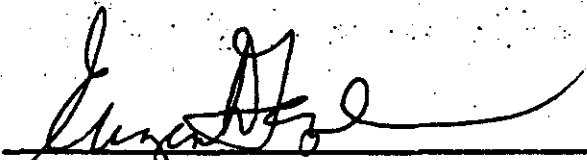


In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Eugene D. "Gross" Taylor, do  
solemnly swear ~~(or affirm)~~, that I will faithfully execute the duties of the office of  
County Attorney of Williamson County  
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, so help me God.

  
Affiant

SWORN TO and subscribed before me by affiant on this 2 day of  
September, 2001.

  
Signature of Person Administering Oath

John C. Doerfler  
Printed Name

County Judge  
Title

(Seal)

See Reverse Side  
for Instructions  
Revised August 1999



# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of WILLIAMSON

ss.

TX 519067

KNOW ALL PERSONS BY THESE PRESENTS:

That we, EUGENE D TAYLOR, 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<sup>1</sup> GOVERNOR, STATE OF TEXAS, his successors in office, in the sum of<sup>2</sup> TWO THOUSAND FIVE HUNDRED AND NO/100 (\$ 2,500.00) 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 \_\_\_\_\_ day of \_\_\_\_\_, duly ELECTED to the office of COUNTY ATTORNEY (Elected - Appointed) in and for<sup>3</sup> WILLIAMSON County in the State of Texas, for a term of FOUR year(s) commencing on the 1ST day of JANUARY, 2001.

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<sup>4</sup>

" THAT HE WILL FAITHFULLY PAY OVER IN THE MANNER PRESCRIBED BY LAW ALL MONEYS WHICH HE MAY COLLECT OR WHICH MAY COME TO HIS HANDS FOR THE STATE OR ANY COUNTY"

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 cancelled 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, 2000.

COUNTERSIGNED

T.K. Ewan, Jr.

By:

Texas Resident Agent

EUGENE D TAYLOR Principal  
MERCHANTS BONDING CO. (Mutual)

By:

KIM WELLS, ATTORNEY-IN-FACT

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss.

County of Williamson

Before me, ~~Eugene D Taylor~~ John C Doerfler on this day personally appeared Eugene D. Taylor known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Williamson County, Texas this 2ND day of January, 2001.

SEAL

John C Doerfler

County, Texas.

# Merchants Bonding Company

(Mutual)

57

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Audrey Williams, Brian A. Smith, Kim Wells, Zelda M. Mills,  
Josh Penwell, John D. Malone IV, Robert R. Freel, and Cam Fletcher

of Austin and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its 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:

Any and all bonds

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

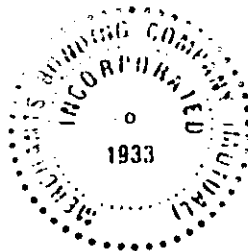
This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary 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.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile 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, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of June A.D., 19 99

MERCHANTS BONDING COMPANY (MUTUAL)



By

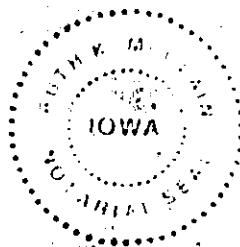
*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 1st day of June, 19 99, 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), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board 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.



*Ruth K. McClain*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 1ST day of NOVEMBER, 2000



*William Warner Jr.*

Secretary

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

58

*Nancy E. Rister*

01-04-2001 10:49 AM 2001001175  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



# Merchants Bonding Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of WILLIAMSON

ss.

TX 517823

KNOW ALL PERSONS BY THESE PRESENTS:

That we, JIM WILSON, 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<sup>1</sup> GOVERNOR, his successors in office, in the sum of<sup>2</sup> TWO THOUSAND AND NO/100 (\$ 2,000.00) 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 \_\_\_\_\_ day of \_\_\_\_\_, duly ELECTED (Elected - Appointed) to the office of CONSTABLE, PRECINCT #2 in and for<sup>3</sup> WILLIAMSON County in the State of Texas, for a term of FOUR year(s) commencing on the 1ST day of JANUARY, 2001.

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<sup>4</sup>

**FAITHFULLY PERFORM THE DUTIES IMPOSED BY LAW**

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 cancelled 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, 2000.

COUNTERSIGNED

By:

T.K. Ender  
Texas Resident Agent

JIM WILSON  
MERCHANTS BONDING CO. (Mutual)

By:

JIM WELLS  
JIM WELLS, ATTORNEY-IN-FACT

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

ss.

County of WilliamsonBefore me, Jim Wilson

on this day personally appeared

\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Georgetown TX

this 2 day of January, 2001

SEAL



CAROLYN ENDER  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES  
JUNE 3, 2002

Carolyn Ender  
Williamson County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

60

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ 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; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Jim Wilson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable Prec. 2 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 \_\_\_\_\_

Sworn to and subscribed before me at Georgetown, Tex, Texas, this 2nd day of January, 19.

SEAL

Burt C. Coney  
Judge, 368th District Court  
\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ } ss

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
Clerk  
County Court \_\_\_\_\_ County \_\_\_\_\_ 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

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Audrey Williams, Brian A. Smith, Kim Wells, Zelda M. Mills,  
Josh Penwell, John D. Malone IV, Robert R. Freel, and Cam Fletcher

of Austin and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its 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:

Any and all bonds

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), 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 Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary 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.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile 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, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of June A.D., 19 99

MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 1st day of June, 19 99, 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), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board 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.

*Queth K. McClain*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on  
this 1st day of NOVEMBER, 2000

*William Warner Jr.*

Secretary

FILED AND RECORDED.  
OFFICIAL PUBLIC RECORDS

62

*Nancy E. Rister*

01-02-2001 04:13 PM 2001000695  
MILLER \$0.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



**BOND OF TAX ASSESSOR AND COLLECTOR**  
(Required by TEX. TAX CODE ANN. sec. 6.28)

2001002450 2 PGS

63

STATE OF TEXAS

Bond number \_\_\_\_\_

COUNTY Williamson

PRINCIPAL: Deborah M. Hunt Social Security number 140-40-5057  
Assessor and Collector of Taxes for the County of Williamson  
☒ Elected ☐ appointed on \_\_\_\_\_, 20\_\_\_\_, for the full term of office beginning  
January 1, 2001.

SURETY: State Farm Insurance Company Federal Employers Identification number 137-053 31000  
authorized and qualified to do business as a surety company in the State of Texas.

Surety's mailing address: State Farm Plaza  
Bloomington, IL 61710

AMOUNT OF BOND: one hundred thousand : 00/100 dollars (\$ 100,000).

CONDITIONS: We, the Principal and Surety shown above, and our heirs, executors, successors and assigns, jointly and severally, are responsible to the Governor of the State of Texas, and successors in office, for the amount of this bond payable at the Comptroller of Public Accounts in the City of Austin.  
If the Principal performs all the duties of the office of Tax Assessor and Collector and honestly accounts for all money that comes into the office during the Principal's full term of office, then this obligation shall be null and void. Otherwise, the obligation shall remain in full force for the full term.  
An additional bond may be demanded if the Comptroller of Public Accounts determines that the amount of this bond is insufficient. The demand for additional bond shall not affect the validity of this or any other bond given by the Principal.  
This bond shall be continuous for the full term of office and is executed according to the provisions of TEX. TAX CODE ANN. sec. 6.28.

SIGNATURES: Signature and seal of office of the Principal affixed:

Principal  
sign here Deborah M. Hunt Date 1/1/01

Signature of a duly authorized officer of the Surety and Corporate seal affixed:

Surety  
sign here William E. Edmiston Date 1/8/01

Title \_\_\_\_\_

ACKNOWLEDGEMENTS: (Acknowledgements are necessary BEFORE this bond is filed for approval.)

**ASSESSOR - COLLECTOR**

STATE OF TEXAS, County of Williamson  
Before me, the undersigned authority, on this day personally appeared Deborah M. Hunt  
known to me to be the person whose name is subscribed to this bond, as  
Principal, and acknowledged to me that this bond was executed for the purposes and considerations therein expressed and in the capacity  
therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of January, 2001  
My commission expires on 1-12-04  
sign here [Signature]

**SURETY COMPANY**

STATE OF TEXAS, County of Williamson  
Before me, the undersigned authority, on this day personally appeared William E. Edmiston  
known to me to be the person whose name is subscribed to this bond and  
acknowledged to me that this bond was executed as the act and deed of State Fire Fire & Casualty Co.  
and as the Agent thereof, and for the purposes and considerations therein expressed and  
in the capacity therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of January, 2001  
My commission expires on 1-12-04  
sign here [Signature]



## OATH OF OFFICE

I, Deborah M. Hunt, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Tax Assessor - Collector 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 of the election at which I was ELECTED.  
☐ to secure my APPOINTMENT or the confirmation thereof.

Assessor - Collector

sign  
hereDeborah M. Hunt

Sworn to and subscribed before me, this the

9th

day of

January2001sign  
here[Signature]

## BOND AND OATH

OF

Deborah M. Hunt

ASSESSOR and COLLECTOR OF

Williamson

COUNTY

APPROVED IN OPEN COMMISSIONERS' COURT

January 9, 2001sign  
hereJohn C. Daugherty

County Judge

Williamson

County

RECORDED BY COUNTY CLERK NANCY E. RISTER

COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

Volume

sign  
hereBY Liddy Padgett DeputyCounty Clerk Williamson County

APPROVED BY

COMPTROLLER OF PUBLIC ACCOUNTS

20sign  
here

Comptroller of Public Accounts

## INSTRUCTIONS FOR COMPLETING BOND

**BOND REQUIREMENT:** Each person elected or appointed Assessor-Collector must make a bond to the state within twenty days after receiving notice of election or appointment.

• **ELECTED ASSESSOR-COLLECTOR** - Bond must be executed after the Commissioners' Court has canvassed the general election returns and Assessor-Collector has received notice of election.

• **APPOINTED ASSESSOR-COLLECTOR** - Bond must be executed after official appointment.

**BOND AMOUNT:** Bond must be made for an amount equal to 5% of the net total of state motor vehicle sales and use tax and motor vehicle registration fees collected in the county during the twelve-month period ending August 31 immediately prior to the date the bond is executed. However, the bond shall not exceed \$100,000 nor be less than \$2,500.

**SIGNATURES:** The Assessor-Collector must sign the bond as Principal after the election or appointment. A duly authorized agent of the surety company must sign the bond for the surety company after the election or appointment.

**ACKNOWLEDGEMENTS:** The acknowledgement for the Assessor-Collector must be completed after the Assessor-Collector has signed as Principal. The acknowledgement for the surety company must be completed after the agent has signed as the surety.

**OATH OF OFFICE:** The oath of office must be completed after the election or appointment but before the bond is approved by the Commissioners' Court. Check the applicable box.

**APPROVAL BY COMMISSIONERS' COURT:** The bond must be approved by the Commissioners' Court and signed by the County Judge after the signatures, acknowledgements and the oath of office are completed.

**RECORDING BY THE COUNTY CLERK:** The bond must be recorded by the County Clerk after it has been approved by the Commissioners' Court and signed by the County Judge.

**APPROVED BY THE COMPTROLLER OF PUBLIC ACCOUNTS:** The completed bond should be sent to the Comptroller of Public Accounts for approval.

Send to:

COMPTROLLER OF PUBLIC ACCOUNTS  
Account Maintenance Division  
111 E. 17th Street  
Austin, Texas 78774-0100

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDSNancy E. Rister

01-10-2001 01:10 PM 2001002450

ANDERSON \$0.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**AGENDA ITEM 3**

65

Consider noting in minutes the hiring of employees by newly elected officials.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To note in minutes the hiring of employees by newly elected officials.

Vote: 5 - 0

< Attachment >

**COPY**

**APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL**

**To the Honorable Commissioners Court of Williamson County}**

I STEVE BENTON, JUSTICE OF THE PEACE, PCT.#3 of

**Williamson County, Texas, hereby make application for authority to employ the following personnel:**

Proposed Effective Date	Name and Position	Proposed Salary
01-01-2001	Monica Abbott, Court Clerk Civil Court Coordinator	\$29,551.52
01-01-2001	Alvina Galvan, Court Clerk Traffic Court Coordinator	\$29,551.52
01-01-2001	Melissa Goins, Court Clerk Administrative Assistant	\$36,015.14
01-01-2001	Elizabeth Goodrich, Court Clerk Warrant Coordinator	\$26,123.83
01-01-2001	Deborah Kay Hall, Court Clerk Assistant Civil Court Coordinator	\$21,986.14
01-01-2001	Brenda Meads, Court Clerk Court Coordinator	\$22,524.79
01-01-2001	Maria Alicia Montes, Court Clerk Accounts Receivable Coordinator	\$24,263.10
01-01-2001	Delfina Ramirez, Court Clerk Drivers Safety Coordinator	\$24,875.17
01-01-2001	Gail Simonson, Court Clerk Court Coordinator	\$26,123.83
01-01-2001	Sheila Rene Vasquez, Court Clerk Accounts Receivable Coordinator	\$21,986.14

Date: 1-2-01

