

Vernon's Texas Statutes and Codes Annotated
Local Government Code (Refs & Annos)
Title 3. Organization of County Government
Subtitle B. Commissioners Court and County Officers
Chapter 81. Commissioners Court (Refs & Annos)
Subchapter A. Organization and Procedure

V.T.C.A., Local Government Code § 81.002

§ 81.002. Oath, Bond

Currentness

(a) Before undertaking the duties of the county judge or a county commissioner, a person must take the official oath and swear in writing that the person will not be interested, directly or indirectly, in a contract with or claim against the county except:

- (1) a contract or claim expressly authorized by law; or
- (2) a warrant issued to the judge or commissioner as a fee of office.

(b) A commissioner must execute a bond, payable to the county treasurer, in the amount of \$3,000. The bond must be approved by the county judge and must be conditioned on the faithful performance of the commissioner's official duties. The bond must also be conditioned that the commissioner:

- (1) will reimburse the county for all county funds illegally paid to the commissioner; and
- (2) will not vote or consent to make a payment of county funds except for a lawful purpose.

(c) Subject to the provisions of Chapter 171, the county judge or a county commissioner may serve as a member of the governing body of or as an officer or director of an entity that does business with the county, excluding a publicly traded corporation or a subsidiary, affiliate, or subdivision of a publicly traded corporation.

Credits

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 475, § 1, eff. Aug. 28, 1989; Acts 1999, 76th Leg., ch. 62, § 13.02, eff. Sept. 1, 1999.

Editors' Notes

REVISOR'S NOTE

2008 Main Volume

(1) The source law requires a county judge and a county commissioner to swear that he will not be interested in a contract with or a claim against “the county in which he resides.” “The county in which he resides” is another way of referring to the county in which the county officer holds office, since [Article XVI, Section 14, of the Texas Constitution](#) requires county officers to reside within their counties. The revised law omits the reference to “the county in which he resides” and, instead, simply refers to “the county” because “the county” as used in the revised law obviously means the county in which the county officer holds office.

(2) Because all payments are either voluntary or otherwise, the revised law dealing with a commissioner's bond omits reference to this distinction.

[Notes of Decisions \(29\)](#)

V. T. C. A., Local Government Code § 81.002, TX LOCAL GOVT § 81.002

Current through the end of the 2019 Regular Session of the 86th Legislature

End of Document

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FILED
 AT 4:38 O'CLOCK P. M.
 DEC 18 2020
 ARTURO GAJARDO, JR. COUNTY CLERK
 BY _____ DEPUTY

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

OFFICIAL BOND AND OATH

Bond Number LPO1159966

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DAVID L. FUENTES, of TX as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the HIDALGO COUNTY TREASURER and/or his/her successors in the penal sum of Three Thousand Dollars (\$ 3,000.00), for the payment of which we hereby bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 11th day of December, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was on the 1st day of January, 2021, duly _____
 (Elected - Appointed)
 to the office of County Commissioner PCT. 1 in and for HIDALGO County in the State of Texas, for a term of 4 year(s) commencing on the 1st day of January, 2021.

NOW, THEREFORE, if the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall: *(Check if conditions apply)*

- "Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
- "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."
- "That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county or moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
- "For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
- "For the faithful performance of his duties."
- "Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
- "For the faithful discharge of the duties of his office."
- "Upon the faithful performance of his duties"
- "That he will faithfully perform the duties of his office."
- "That he shall well and truly perform the duties of his office."
- "That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any process or precepts, to the person to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."

- "For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise and that he will not vote or give his consent to pay out county funds except for the lawful purposes"
- "That he will faithfully and impartially discharge the duties required of him by law and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
- "For _____ the by law."
- "Upon the faithful and impartial performance of the duties of his office."
- "For the faithful performance of the duties of his office as Assessor and Collector of taxes for and during the full term for which he was elected or appointed."

then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party 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. Per Insurance Code Title 5, Subtitle C, Chapter 551.152, this bond will not be cancelled or nonrenewed based solely on the fact that the Principal is an elected official.

 DAVID L. FUENTES Principal

 Old Republic Surety Company
 Surety



(Seal)

By: Elise Faust
 Attorney-in-Fact

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/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____, Texas, this _____ day of _____, 20____.

 Notary Public

 County, Texas

(Seal)

Notary Expiration Date: _____

**OATH OF OFFICE
(COUNTY COMMISSIONERS AND COUNTY JUDGE)**

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 _____, 20_____.

(Seal)

Notary Public
_____ County, Texas

OATH OF OFFICE

(GENERAL)

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. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

Notary Public
_____ County, Texas

THE STATE OF TEXAS } ss
County of _____

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

ATTEST: _____ Date: _____, 20_____.
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS } ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 20_____, with its certificates of authentication, was filed for record in my office the _____ day of _____, 20_____, at _____ o'clock ____M., and duly recorded the _____ day of _____, 20_____, 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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

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
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**2201 E Lamar Blvd. Unit 260,
Arlington, TX 76006**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 1/1/2021 12:00:00 AM

Bond Number: LPO1159966 Bond Amount: Three Thousand Dollars \$ 3,000.00

Principal Name: DAVID L. FUENTES

Obligee Name: HIDALGO COUNTY TREASURER of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of December, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of December, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895610



Signed and sealed at the City of Brookfield, WI this 11th day of December, 2020.

Karen J. Haffner
Assistant Secretary

Old Republic Surety Company

PO Box 1635
Milwaukee, WI 53201-1635
www.orsurety.com

NEW BUSINESS – Principal's Copy
Execution Report

PRINCIPAL

DAVID L. FUENTES
% HIDALGO COUNTY EXECUTIVE OFFICE
2818 S BUS. HWY. 281
EDINBURG, TX 78539

OBLIGEE

HIDALGO COUNTY TREASURER
2810 S. BUS. HWY 281

EDINBURG, TX 78539

BOND NUMBER: LPO1159966

BOND AMOUNT: 3,000.00

BOND DESCRIPTION:

County Commissioner PCT. 1

EFFECTIVE DATE: 01/01/2021

EXPIRATION DATE: 01/01/2025

PREMIUM DUE: 178.00

FEES: 0.00

PAYMENT DUE SURETY: 178.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: D (D-DIRECT BILL, B-AGENCY BILL)

AGENCY 0895610
MONTALVO INSURANCE AGENCY INC
PO BOX 2

(956) 968-5521

WESLACO, TX 78599

REMARKS

None

THANK YOU FOR YOUR BUSINESS.

Old Republic Surety Company

PO Box 1635
Milwaukee, WI 53201-1635
www.orsurety.com

NEW BUSINESS – Agent's Copy
Execution Report

PRINCIPAL

DAVID L. FUENTES
% HIDALGO COUNTY EXECUTIVE OFFICE
2818 S BUS. HWY. 281
EDINBURG, TX 78539

OBLIGEE

HIDALGO COUNTY TREASURER
2810 S. BUS. HWY 281

EDINBURG, TX 78539

BOND NUMBER: LPO1159966

BOND AMOUNT: 3,000.00

BOND DESCRIPTION:

County Commissioner PCT. 1

EFFECTIVE DATE: 01/01/2021

EXPIRATION DATE: 01/01/2025

PREMIUM DUE: 178.00

COMMISSION RATE: 30.0%

FEES: 0.00

COMMISSION DUE AGENT: 53.40

PAYMENT DUE SURETY: 124.60

DIRECT BILL AGENTS – FIRST TERM IS AGENCY BILL AND DIRECT BILL AT RENEWAL.

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: D (D-DIRECT BILL, B-AGENCY BILL)

AGENCY 0895610

(956) 968-5521

MONTALVO INSURANCE AGENCY INC
PO BOX 2

WESLACO, TX 78599

REMARKS

None

IF A CONTINUATION CERTIFICATE OR NEW BOND IS REQUIRED AT RENEWAL, IT
WILL BE AVAILABLE ON E-SURETY AT THAT DATE.

THANK YOU FOR YOUR BUSINESS.