

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

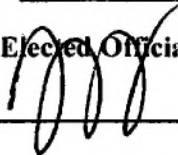
Date: June 3, 2024

Meeting Date: June 10, 2024

Submitted By: Julie Edmiston

Department: Public Works

Signature of Elected Official/Department Head:



<p>Court Decision: This section to be completed by County Judge's Office</p>  <p>June 10, 2024</p>
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Description:

Consideration of Approval of Construction Bond from Maak Enterprises LP, for the sum of \$1,334,930.00, secured by Merchants National Bonding, Inc. for the Construction of Roads, Streets, Drainage, and Signage for Coppenger Place, Phase II, in Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

- County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Bond Number: [REDACTED]

CONSTRUCTION BOND

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, **MAAK Enterprises LP**, as Principal, and **Merchants National Bonding, Inc.**, as Surety, whose address is **P.O. Box 14498, Des Moines, IA 50306-3498**, are held and firmly bound unto the **County of Johnson**, State of Texas (Johnson County), as Obligee, through its **County Judge Christopher Boedeker**, or his successor in office, in the sum of **One Million Three Hundred Thirty Four Thousand Nine Hundred Thirty and 00/100 Dollars (\$1,334,930.00)**, for the payment of which well and truly be made, we bind ourselves, and each of us, our heirs executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Principal desires to sub-divide and plat a certain tract of land located outside the limits of an incorporated city or town in Johnson County, Texas, said subdivision to be known as **Coppenger Place, Phase II**, more fully described as **A Single Family Subdivision of Lots 9-16 Block 1, Lots 13-21 Block 2, Lots 1-6, 7X, 8-23 Block 3, Lots 1-16, Block 4, and Lots 1-16, Block 5, Johnson County, Texas, and being 90.555 Acres Out of the John C. White Survey, Abstract No. 860**; and

WHEREAS, the said Principal is required by **Section V, Financial Security**, of the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024* and by **Section 232.004 of the Texas Local Government Code** to file a bond with the Johnson County Commissioners Court in the amount of 100% of the estimated construction cost of constructing the roads, streets, drainage and signage for the above described property in conformance with the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024* and in conformance with the plat for the **Coppenger Place, Phase II** approved by the Johnson County Commissioners Court and filed in the Plat Records of Johnson County, Texas.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that the Principal, who owns the tract of land to be subdivided under the name of **“Coppenger Place, Phase II”** must construct the roads, streets, drainage and signage for such subdivision in conformance with the specifications contained in the *Subdivision Rules and Regulations of Johnson County, Texas Amended and Approved November 14, 2011 and as Further Amended Through February 12, 2024*, and in conformance with the plat approved for said subdivision by the Johnson County Commissioners Court.

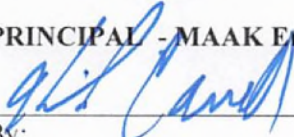
Principal, who owns the tract of land to be subdivided under the name of **“Coppenger Place, Phase II”** must construct the roads, streets, drainage and signage for such subdivision by June 10, 2025 (date). If such roads, streets, drainage and signage are not constructed by June 10, 2025 (date), then upon delivery of written notification and reasonable evidence to Surety that such roads, streets, drainage and signage have not been constructed according to the conditions described above, then such proceeds of this bond as are reasonably necessary to construct or complete the construction of the roads, streets, drainage and signage as described in the plat filed in the Plat Records of Johnson County depicting **“Coppenger Place, Phase II”** shall be payable to **County Judge Christopher Boedeker** or his successor in office, for Johnson County, Texas. Venue for all actions arising under, pursuant, or in relation to this bond shall be in the District Courts of Johnson County, Texas.

This **bond shall remain in full force and in effect until all the roads, streets, drainage and signage requirements in and for such subdivision have been constructed and completed** by the Principal and approved by the Johnson County Public Works Department and the Commissioners Court, and until this Construction Bond has been released by a Court Order from the Johnson County Commissioners Court.

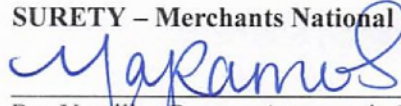
No right of action shall accrue on this bond to or for the future use of any person or corporation other than the Commissioners Court of Johnson County, Texas herein named or successors of said Commissioners Court.

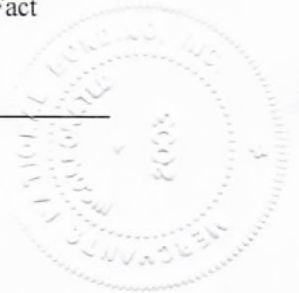
IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this 3rd day of June, 2024.

PRINCIPAL - MAAK Enterprises LP


By: _____
Address: 101 S. Main Street
Godley, TX 76044

SURETY - Merchants National Bonding, Inc.


By: Yamillec Ramos, Attorney in Fact
Address: P.O. Box 14498
Des Moines, IA 50306-3498



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Meek; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

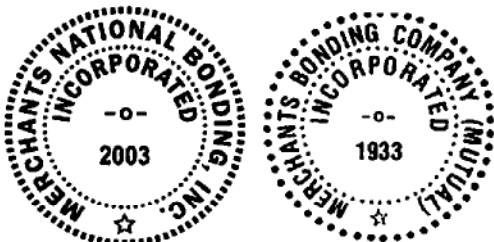
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

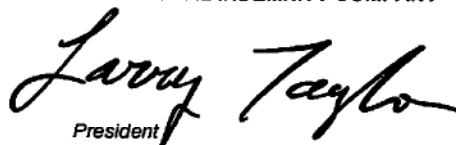
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2024.

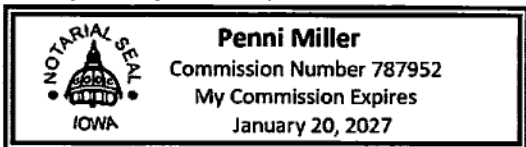


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

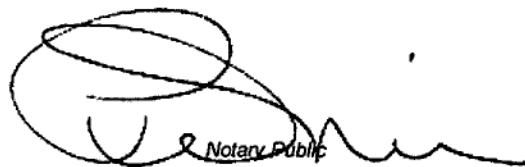
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

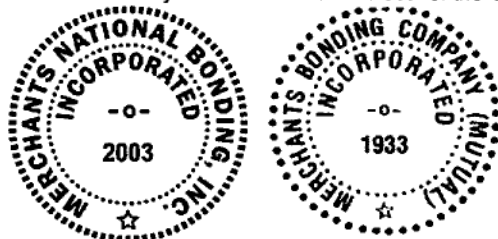


(Expiration of notary's commission does not invalidate this instrument)


Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.




Secretary



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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

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

1-800-678-8171

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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