

Montague County Tax Appraisal

May 25, 2023

To All Taxing Entities:

Please see the attached enclosures:

The proposed budgets for 2024 are being submitted to your governing body for approval.

If you would like an Appraisal District representative at your meeting to present the Proposed Budgets, please contact us.

We fully appreciate the challenges we all face in light of the growth and increase cost of goods & services. The budget proposal is driven by a focus on cost-containment and reduction in operating expenses where possible. The 2024 budget includes a cost of living adjustment and the District is implementing a longevity incentive to their payroll in an attempt to retain employees. Many appraisal districts, counties & municipalities have been doing this for a number of years.

We also have an insurance increase this year.

We were able to secure an appraisal contract that was cheaper. This will help offset the increase along with the district giving back 90% in interest earned, miscellaneous and rent income back to the entities in the form of a credit against the budget (see page 3 of the Appraisal Budget and page 2 of the Collections budget).

The abundance of growth we continue to see in the county is not showing any indication of slowing down. We are continuing to maintain 5 staff members as we have for 35 years. We will continue to serve each of you in a professional manner.

Thank you, for your kind attention to this request. If you have questions, please do not hesitate to contact me.

Sincerely,

Kim Haralson
Kim Haralson

Kim Haralson RPA, RTA, CTA, CCA
Chief Appraiser, Montague CAD
Telephone: 940-894-6011 – Fax: 940-894-6599

Montague County Tax Appraisal District

2024 – Proposed Appraisal Budget

Taxing Entities:

Alvord ISD

City of Bowie

Bowie ISD

Forestburg ISD

Goldburg ISD

Montague County

Montague ISD

City of Nocona

Nocona Hospital District

Nocona ISD

Prairie Valley ISD

City of Saint Jo

Saint Jo ISD

Slidell ISD

Montague County Tax Appraisal District

Board of Directors

David Fenoglio – Chairman

Tom Jenkins – Secretary

Bret Meekins

Kathryn Phillips

Randy West

Montague County Tax Appraisal District - Appraisal Budget 2024

	Budgeted 2022	Used 2022	Budgeted 2023	Actual to 4/30/2023	% used	Longevity Increases (# years x \$250)	Cost of Living 6% per yr	Proposed 2024	(+/-) previous year
Employee Expenses									
Salaries & Benefits	339,760.00	363,301.39	386,083.00	123,912.78				447,344.37	61,261.37
Appraisal Services									
Vehicle Expense	1,500.00	453.73	1,500.00	179.99	12.0%			1,500.00	0.00
Fuel	3,000.00	2,984.80	4,000.00	611.58	15.3%			4,000.00	0.00
Mapping Services	10,500.00	10,500.00	10,500.00	3,500.00	33.3%			11,500.00	1,000.00*
Appraisal Contract (P&A)	112,500.00	112,500.00	116,000.00	29,000.00	25.0%			116,000.00	0.00
Appraisal Contract (R&P)			191,850.00					144,000.00	-47,850.00
Special Services									
Audit & Accounting	11,600.00	10,800.00	11,600.00	10,800.00	93.1%			11,600.00	0.00
Appraisal Review Board	3,000.00	2,873.42	5,000.00	300.00	6.0%			5,000.00	0.00
Professional Fees	4,000.00	4,000.00	5,000.00	333.20	6.7%			6,000.00	1,000.00
Auto Insurance	700.00	571.34	700.00		0.0%			700.00	0.00
Gen Liability Insurance	550.00	264.60	550.00		0.0%			550.00	0.00
Insurance-Contents/Bldg	1,550.00	1,940.40	1,700.00		0.0%			2,200.00	500.00*
Officials Liab Bond	750.00	846.72	750.00		0.0%			900.00	150.00
Education AD	3,000.00	1,073.87	3,000.00	131.94	4.4%			3,000.00	0.00
Dues & Subscription AD	5,000.00	4,159.37	5,000.00	178.01	3.6%			5,000.00	0.00
Office Expenses									
General Supplies AD	1,000.00	926.58	1,000.00	88.92	8.9%			1,500.00	500.00
Postage AD	24,500.00	22,161.18	28,500.00	7,376.80	25.9%			28,500.00	0.00
Office Supplies AD	12,500.00	12,500.00	5,000.00	1,657.03	33.1%			5,000.00	0.00
Ads & Legal Notices	2,000.00	2,488.09	4,000.00	755.00	18.9%			5,000.00	1,000.00
Office Equip Maint AD	1,500.00	1,110.90	1,500.00	484.38	32.3%			1,500.00	0.00
Appraisal Notice	14,000.00	15,842.42	14,000.00		0.0%			18,000.00	4,000.00
PC Expense AD	300.00	0.00	1,000.00	992.15	99.2%			1,000.00	0.00
Rent Equip AD-P Bowes	1,500.00	1,457.84	1,500.00	210.50	14.0%			1,600.00	100.00
Building Expense									
Janitor/Gbg Svc AD	5,035.00	6,051.11	6,640.00	2,190.71	33.0%			8,000.00	1,360.00*
Electricity AD	5,000.00	2,402.12	5,000.00	1,184.03	23.7%			5,000.00	0.00
Telephone AD	2,210.00	2,999.19	2,210.00	1,043.08	47.2%			3,200.00	990.00
Water AD	800.00	461.73	800.00	153.92	19.2%			800.00	0.00
Building Repairs AD	2,400.00	1,320.00	2,400.00	633.32	26.4%			2,400.00	0.00
Computer Maintenance									
Mapping Software	3,500.00	3,500.00	3,500.00		0.0%			3,500.00	0.00
Computer Software AD	25,090.00	25,086.75	24,315.00	7,719.00	31.7%			27,340.00	3,025.00
Gemini Mapping AD								1,000.00	1,000.00
Website	1,920.00	1,920.00	1,920.00					2,200.00	280.00
ARB Software			2,500.00					2,500.00	0.00
Building Capital									
Building Capital	2,500.00	0.00	2,500.00		0.0%			2,500.00	0.00
Computer Capital	2,500.00	0.00	2,500.00		0.0%			2,500.00	0.00
Vehicle Capital	2,500.00	0.00	2,500.00		0.0%			2,500.00	0.00
Office Equip Capital	2,000.00	0.00	2,000.00		0.0%			2,000.00	0.00

	Budgeted 2022	Used 2022	Budgeted 2023	Actual to 4/30/2023	% used	Longevity Increases	Cost of Living	Proposed 2024	previous year
Total Expenses	610,165.00	616,497.55	858,518.00	193,436.34	22.53%			886,834.37	28,316
% of Increase or Decrease from previous year			40.70%					3.30%	
				* indicates contract increase					
Entity	2020	2021	2022						
	Tax Levy	Parcel #	Tax Levy	Parcel #					
Alvord ISD	363,443.94	485	388,718.55	284	423,742.97	325			
Bowie ISD	11,030,899.87	43,976	11,605,055.06	38,091	12,027,515.16	41,748			
City of Bowie	1,789,160.66	3,857	1,905,473.20	3,832	2,179,212.61	3,855			
Forestburg ISD	1,950,883.34	16,377	1,915,470.39	15,354	1,888,730.77	16,306			
Goldburg ISD	1,169,784.63	10,369	1,257,781.22	8,893	1,440,945.40	9,777			
Montague County	11,147,526.07	100,127	11,538,983.19	90,599	11,927,765.37	98,273			
Montague ISD	413,641.30	2,129	424,789.33	2,114	482,764.48	2,187			
City of Nocona	662,250.15	2,101	670,771.49	2,116	637,890.45	2,109			
Nocona ISD	2,786,914.57	10,282	2,880,011.59	9,972	3,202,993.49	10,601			
Nocona Hospital District	797,099.15	15,262	862,683.96	14,592	920,539.49	15,348			
Prairie Valley ISD	944,258.86	4,883	911,024.26	4,630	1,069,211.36	4,762			
City of Saint Jo	218,039.42	721	248,362.10	724	286,416.61	724			
Saint Jo ISD	2,006,266.70	16,850	2,558,655.58	15,414	2,248,560.17	17,629			
Slidell ISD	5,725.74	21	16,614.41	21	6,491.80	21			
Total	35,285,894.40		37,184,394.33		38,742,780.13				

Montague County Tax Appraisal District
P.O. Box 121

Montague TX 76251-0121

2024 Appraisal Budget
(Montague County only)

Budget - \$879,192

Entity	2022 Adjusted Tax Levy	%	2024 Annual	2024 Quarterly	2023 Annual	2023 Quarterly
Alvord ISD	423,742.97	1.0937%	9,616	2,404	9,323	2,331
Bowie ISD	12,027,515.16	31.0445%	272,941	68,235	264,619	66,155
City of Bowie	2,179,212.61	5.6248%	49,453	12,363	47,945	11,986
Forestburg ISD	1,888,730.77	4.8751%	42,861	10,715	41,555	10,389
Goldburg ISD	1,440,945.40	3.7193%	32,700	8,175	31,703	7,926
Montague County	11,927,765.37	30.7871%	270,678	67,669	262,425	65,606
Montague ISD	482,764.48	1.2461%	10,956	2,739	10,622	2,656
City of Nocona	637,890.45	1.6465%	14,476	3,619	14,035	3,509
Nocona ISD	3,202,993.49	8.2673%	72,685	18,171	70,469	17,617
Nocona Hospital Distri	920,539.49	2.3760%	20,890	5,222	20,253	5,063
Prairie Valley ISD	1,069,211.36	2.7598%	24,264	6,066	23,524	5,881
City of Saint Jo	286,416.61	0.7393%	6,500	1,625	6,302	1,576
Saint Jo ISD	2,248,560.17	5.8038%	51,027	12,757	49,471	12,368
Slidell ISD	6,491.80	0.0168%	148	37	143	36
Total	38,742,780.13	100%	879,193 (Estimate)	219,798 (Estimate)	852,389	213,097

Budgeted Revenue
- Less Interest Revenue
- Less Misc Revenue
- Less Rent Income
Entity Budget Revenue

886,834
2,509
2,133
3,000
879,192

Montague County Tax Appraisal District

2024 Proposed

Tax Collections Budget

Taxing Entities:

City of Bowie
Bowie ISD
Goldburg ISD
Montague ISD
Prairie Valley ISD
City of Saint Jo
Saint Jo ISD

Montague County Tax Appraisal District - Tax Collections Budget 2024

	Budgeted 2022	Used 2022	Budgeted 2023	Actual to 4/30/2023	% used	Proposed 2024	(%/-) previous year
Employee Salaries & Benefits							
Salaries & Benefits	52,804.00	52,552.09	52,804.00	17,659.92		59,326.50	6,522.50
Education							
Bonds & Insurance TC	550.00	739.90	550.00		0.0%	750.00	200.00 *
Professional Fees	2,000.00	1,712.69	2,000.00	305.80	15.3%	3,000.00	1,000.00
Education TC	250.00	250.00	250.00	105.00	42.0%	1,250.00	1,000.00
Audit & Accounting Fees TC	2,900.00	2,700.00	2,900.00	2,700.00	93.1%	2,900.00	0.00
Office Expenses							
General Supplies TC	500.00	489.33	500.00	15.86	3.2%	700.00	200.00
Postage TC	14,500.00	14,500.00	14,500.00	77.70	0.5%	16,500.00	2,000.00
Office Supplies TC	2,500.00	2,132.34	2,500.00	284.98	11.4%	2,500.00	0.00
Tax Roll/Statements	5,805.00	4,852.28	6,000.00		0.0%	6,000.00	0.00
Office Equipment Maint TC	500.00	155.65	500.00	121.10	24.2%	500.00	0.00
PC Expense TC	600.00	16.17	600.00	248.04	41.3%	800.00	200.00
Building Expense							
Janitor/Gbg Svc TC	1,265.00	1,700.30	1,265.00	660.18	52.2%	2,000.00	735.00 *
Electricity TC	1,250.00	600.50	1,250.00	296.01	23.7%	1,250.00	0.00
Telephone TC	550.00	749.78	550.00	260.77	47.4%	800.00	250.00
Water TC	200.00	115.44	200.00	32.82	16.4%	200.00	0.00
Rent TC	3,000.00	3,000.00	3,000.00	1,000.00	33.3%	3,000.00	0.00
Computer Maintenance							
Computer Software TC	6,275.00	6,271.72	6,080.00	1,929.76	31.7%	6,590.00	510.00
Website	480.00	480.00	480.00		0.0%	550.00	70.00
TNT Website			1,000.00		0.0%	1,000.00	0.00
Capital Outlay - TC							0
Building Capital Outlay TC							
Total Expenses	95,929.00	93,018.19	96,929.00	25,697.94	26.5%	109,616.50	12,688
% of Increase or Decrease from previous year			1.04%			13.09%	

Montague County Tax Appraisal District

P.O. Box 121

Montague TX 76251-0121

2024 Tax Collections Budget

Budget -	\$99,112								
Entity		2022 Statement #	%	2024 Annual	2024 Quarterly	2023 Annual	2023 Quarterly		
Bowie ISD		41,748	51.744%	\$51,284	\$12,821	\$45,311	\$11,328		
City of Bowie		3,855	4.778%	\$4,736	\$1,184	\$4,172	\$1,043		
Goldburg ISD		9,777	12.118%	\$12,010	\$3,003	\$10,581	\$2,645		
Montague ISD		2,187	2.711%	\$2,687	\$672	\$2,367	\$592		
Prairie Valley ISD		4,762	5.902%	\$5,850	\$1,462	\$5,154	\$1,288		
City of Saint Jo		724	0.897%	\$889	\$222	\$784	\$196.00		
Saint Jo ISD		17,629	21.850%	\$21,656	\$5,414	\$19,081	\$4,770		
Totals		80,682	100%	\$99,112 (Estimate)	\$24,778 (Estimate)	\$87,450	\$21,862		
Entity Budget Revenue									
Tax Certificate		\$109,617							
Interest		\$3,285							
Miscellaneous		\$5,342							
		\$1,877							
		\$99,112							



APRIL 2023

Unclaimed Property Capital Credits for Counties

Glenn Hegar

Texas Comptroller of
Public Accounts

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

*Review Local Government Code, Section 381.004 before starting a program.

How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

For more information,
visit our website at
ClaimItTexas.gov.

For questions on
Capital Credits, contact
our Holder Education and
Reporting section at
800-321-2274, option 2 or
up.holder@cpa.texas.gov

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits

County Name MONTAGUE COUNTY

County FEIN 17560010781

Authorized by ☐ Judge ☒ Commissioners Court

Name of County Judge KEVIN L. BENTON

Approved Date 06-12-2023

Send the requested funds to:

Address P.O. BOX 475

City MONTAGUE

State TX

Zip 76251

I acknowledge that the purpose of the funds complies with provisions of
Texas Local Government Code, Section 381.004.

Name (printed) KEVIN L. BENTON

Title COUNTY JUDGE

Signature _____

Date _____

Email Address arichardson@co.montague.tx.us

Phone 940-894-2401

Submit signed and completed form by either mail, email or fax by July 31, 2023.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____

Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**,
or by sending a fax to **512-475-0900**.



FIFTH AND AUSTIN
WICHITA FALLS, TX
PHONE: 940-723-0591



This Equipment Reseller Lease Agreement (hereinafter "Lease"), which consists of this sheet, the Terms and Conditions on the reverse hereof and any supplements to either or both of them, is made by and between the Lessee and Lessor identified below on the 1 day of June, 2023.

LESSOR INFORMATION

HUDSON IMAGING SYSTEMS (hereinafter "Lessor")
1007 FIFTH STREET
WICHITA FALLS, TEXAS 76301

LESSEE INFORMATION

FULL LEGAL NAME OF LESSEE (BUSINESS ENTITY) Montague County Clerk		INVOICING INFORMATION	
DBA (IF ANY)		PERSON TO CONTACT REGARDING INVOICES Kim Jones If Purchase Order required, insert no.	
PARENT CO. OR NAME OF LESSEE (INDIVIDUAL)		INVOICING ADDRESS P.O. Box 77	
EQUIPMENT LOCATION 11339 Highway 59 North	EQUIPMENT CONTACT Kim Jones	CITY Montague	STATE Texas
CITY Montague	COUNTY Montague	STATE TX	ZIP 76251
PHONE (940) 894-2461		PHONE (940) 894-2461	ZIP 76251

EQUIPMENT INFORMATION

EQUIPMENT DESCRIPTION-SUMMARY MAY BE ATTACHED		EQUIPMENT COST	
EQUIPMENT Kyocera TA 5002iR Copier #W348107431R DP-7110R Dual Scan Document Processor #V9E8353711R PF-7100R Dual 500 Sheet Paper Drawers #W448215571R DF-7120R 1,000 Sheet Finisher #W3R7Z22342R AK-7100R Attachment Kit for DF-7120R #W3W8463468R PH-7AR Two/Three Hole Punch Unit #N368164989R Surge Protector-MX (15A) #SP12015G051800771R		LESSOR SALESPERSON NAME Ron Storm	
Fax System 12 #V9N8348954R		LEASE TYPE (FMV etc.) FMV	

DETAILS OF LEASE

TERM: <u>36</u> MONTHS	ANTICIPATED INSTALLATION DATE: 06 / 01 / 2023	MONTHLY LEASE PAYMENT (EXCLUSIVE OF SALES/USE TAXES) \$46.00
PURCHASE OPTION AMOUNT		

CREDIT INFORMATION

KIND OF BUSINESS <input type="checkbox"/> CORP <input type="checkbox"/> GOVT. <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNER	YRS. IN BUSINESS AT PRESENT LOCATION	NO. EMPLOYEES	IF BUSINESS LOCATION THREE YRS OR LESS, PROVIDE FORMER ADDRESS
TAX EXEMPT NO. (ATTACH CERTIFICATE)		CITY	STATE ZIP
PRIMARY BANK NAME		IF SIGNING AS OWNER/PRINCIPAL, PROVIDE ADDRESS, SOCIAL SECURITY NUMBER AND PHONE NUMBER BY SIGNATURE HERETO, THE UNDERSIGNED AUTHORIZES LESSOR OR ITS ASSIGNEE TO MAKE ALL NECESSARY INQUIRIES INTO THE FINANCIAL STATUS, INCLUDING CREDIT STANDING, OF THE UNDERSIGNED.	
ACCOUNT NUMBERS		SIGNATURE	ADDRESS
BRANCH LOCATION		CITY	STATE ZIP
CONTACT OFFICER	PHONE ()	SOCIAL SECURITY NUMBER	PHONE ()
TRADE REFERENCES COMPANY NAME	CONTACT	PHONE ()	
COMPANY NAME	CONTACT	PHONE ()	

IF LESSEE IS A CORPORATION OR A PARTNERSHIP AND EQUIPMENT COST EXCEEDS \$25,000, PLEASE ATTACH MOST RECENT AUDITED FISCAL YEAR END FINANCIAL REPORT AND PERSONAL FINANCIAL STATEMENTS FOR ANY GUARANTORS; IF A PROPRIETORSHIP, LAST TWO YEARS' SIGNED FEDERAL INCOME TAX RETURNS (1040)

DETAILS OF LEASE

LESSEE	LESSOR
BY (Please Print) _____	Signature <u>Alf Han</u>
Signature _____	Title <u>PRESIDENT</u>
Title _____	Date <u>6/1/23</u>

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.

3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **LATE CHARGES.** For any payment not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions that occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Second, you may elect to have us directly obtain coverage protecting our interests. UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS LEASE, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE

EQUIPMENT.

THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS LEASE. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. The insurance coverage we obtain may be through an insurance carrier affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each Billing Period, you must pay us with your Lease Payment the pro-rated portion of the insurance premium. At the end of the Term you must pay us any remaining portion of the premium.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$50 per item of Equipment (not to exceed \$400 or the maximum permitted by law), as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event that caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay (in addition to the prepayment amount we quote to you) a fee of \$100 per item of Equipment (not to exceed \$400 or the maximum permitted by law) for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

Lessee initials: _____



P.O. Drawer 2190-76307
1007 Fifth St.
Wichita Falls, Texas 76301
Local: (940) 723-0591 Toll Free: 800-346-9435

Agreement Beginning Date: 06/01/23

Agreement Renewal Date: 05/31/24

Tax Exempt No. 75-60010781

Customer P.O. No. _____

TOTAL CARE (TCA) WALK-UP FUNCTIONALITY MAINTENANCE AGREEMENT

☐ New Agreement on New Equipment ☒ New Agreement on Non-new Equipment ☐ Agreement Renewal

BILLING ADDRESS

NAME: Montague County Clerk
ADDRESS: P.O. Box 77
CITY: Montague
STATE: Texas ZIP: 76251
PHONE: (940) 894-2461 FAX: (940) 894-6601
CONTACT: Kim Jones
EMAIL: mcoclerk@windstream.net

MACHINE LOCATION

NAME: Montague County Clerk
STREET: 11339 Highway 59 North
CITY: Montague
STATE: Texas ZIP: 76251
PHONE: (940) 894-2461 FAX: (940) 894-6601
CONTACT: Kim Jones
EMAIL: mcoclerk@windstream.net

EQUIPMENT INFORMATION

MFR./MODEL TA 5002iR	SERIAL NO. W348107431R	BEGINNING PRINT/COPY METER READING
ATTACHMENT: DP-7110R	SERIAL NO. V9E8353711R	
PF-7100R	SERIAL NO. W338215571R	BEGINNING SCANNER METER READING
DF-7120R	SERIAL NO. W3R7Z22342R	
AK-7100R	SERIAL NO. W3W8463468R	ENDING PRINT/COPY METER READING
PH-7AR	SERIAL NO. N368164989R	
Fax System 12 (R)	SERIAL NO. V9N8348954R	ENDING SCANNER METER READING
	SERIAL NO. _____	

BILLING TYPE: (excl. tax) \$ _____ ANNUAL \$ _____ /QUARTER \$ 36.00 /MONTH

ALLOWANCE: 24,000 meter clicks per year Copy Overages: \$.02 / copy meter click (excl tax)

Scan Overages: \$ _____ / scan meter click in excess of copy meter clicks

SPECIAL INSTRUCTIONS/COMMENTS:

TONER: TK-6327

Includes all parts, labor, service, preventive maintenance, toner, developer, & drum. Excludes toner waste bottle, paper, staples, IT Work, & other supply items. Overages are billed Yearly at \$.02 per meter click. Customer is responsible for UPS Shipping for Supplies.

I ACKNOWLEDGE RECEIPT OF AND HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF COVERAGE. FURTHERMORE, I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE OF THIS DOCUMENT. I ALSO AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT

ACCEPTED BY: _____

TITLE: _____

DATE: ____/____/____

APPROVED BY HUDSON'S

OFFICER: _____

TITLE: _____ DATE: 6/1/2023

I HAVE BEEN OFFERED THIS SERVICE AGREEMENT, AND I HAVE CHOSEN NOT TO ACCEPT:

NON-ACCEPTANCE _____

TITLE: _____

DATE: ____/____/____

WALK-UP COPIER FUNCTIONALITY TOTAL CARE AGREEMENT (TCA) TERMS AND CONDITIONS

This agreement covers only the walk-up copying functionality of the base copier equipment. It does not include repairs related to additional Multi-function copier functions such as printing, faxing, scanning, or network/connectivity issues.

For maintaining the walk-up copying functionality of the base copier equipment, Hudson Imaging (Hudson's) agrees to perform maintenance in accordance with the following terms and conditions:

- 1) Hudson's will furnish all parts and labor for maintenance necessitated by normal usage of the walk-up copying functions of the serialized equipment during Hudson's normal service hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, exclusive of holidays.
- 2) Unless otherwise noted TCA agreements include travel, labor appropriate parts, toner, developer, PM kits and drums/Imaging units in an amount consistent with the manufacturer's published yields and servicing intervals.
- 3) The term of this agreement will be for 1 (one) year. This agreement will automatically renew for each year thereafter at the then prevailing rates, or as otherwise stated, unless canceled by either party in writing at least 30 days prior to the expiration date.
- 4) This agreement does not cover:
 - a) Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by Hudson's.
 - b) Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c) Color calibration of color copiers.
 - d) Exterior hardware including: door, covers, hinges, operation panel, stands, wheels, casters, work tables, exit trays, document lids, document feeder covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
 - e) Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Abaddon, Copyguard, etc.).
 - f) Major in-shop rebuilding for machines that have exceeded their manufacturer recommended life.
 - g) Replacement or repair of any external network devices, software, drivers, updates or cabling that was NOT part of the original installation of the copier/printer equipment.
- 5) Customer agrees to:
 - a) Provide suitable electrical service, a UL1449 or other Hudson's approved surge protection device installed in-line with the listed equipment, and maintain proper environmental conditions.
 - b) Pay for the special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
 - c) Provide Hudson's with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Pay an additional amount of .0035 cents per scan, when scans exceed agreement minimum or actual print usage.
 - d) Pre-order needed supplies. Allow 3-5 business days for order processing and delivery.
 - e) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Hudson's technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 6) Hudson's is not responsible for delays of service due to manufacturer's non-availability of parts or supplies necessary to complete such service as described in this agreement. Hudson's may use any parts appropriate for a safe and complete repair, including manufacturer's modifications.
- 7) This agreement is non-transferable, non-refundable, & becomes void upon sale or transfer of equipment. Hudson's may apply any unused portion of the maintenance charges toward future purchases with Hudson's.
- 8) Hudson's may withhold service or terminate this agreement if the Customer fails to comply with any of the terms and conditions of this agreement or acquires a past-due balance of more than 30 days from date of invoice for services rendered and / or products purchased.
- 9) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, armed conflict, any other natural force or any loss or damage occurring from uncontrollable circumstances.
- 10) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made.
- 11) Your signature on the front side of this agreement or your initial payment will indicate your acceptance of these terms and conditions.

Signature _____ Name _____ Date ____/____/____



CUSTOMER ORDER



Date: 06/01/23

Order No. _____

Bill To:

Name: Montague County Clerk

Street Address: P.O. Box 77

Bldg./Suite # _____

City: Montague

State: Texas Zip Code: 76251

Phone: (940) 894-2461 Ext: _____

Phone: _____ Ext: _____

Fax: (940) 894-6601

Ship To:

Name: Montague County Clerk

Street Address: 11339 Highway 59 North

Bldg./Suite # Courthouse Annex

City: Montague

State: Texas Zip Code: 76251

Attn: Kim Jones, County Clerk

Attn: _____

E-mail: mcoclerk@windstream.net

Equipment Install:

Lease Install

Purchase Order:

Terms:

FMV Lease

Months:

36 Months

Delivery Date:

06/01/23

Product Number	Description / Serial Number	Quantity	Price	Total
1102RJ2US0R	Kyocera TA 5002iR Copier #W348107431R	1		
1203R86US0R	DP-7110R Dual Scan Doc Processor #V9E8353711R	1		
1203RB2US0R	PF-7100R Dual 500 Sht Paper Dwrs #W448215571R	1		
1203RV2US0R	DF-7120R 1,000 Sheet Finisher #W3R7Z22342R	1		
1703RG0UN0R	AK-7100R Attach Kit for DF-7120R #W3W8463468R	1		
1203NK2US0R	PH-7AR Two/Three Hole Punch Unit #N368164989R	1		
1503RK2US0R	Fax System 12 #V9N8348954R	1		
855D200659R	Surge Protector-MX (15A) #SP12015G051800771R	1		
PS	Professional Services	1		
	See 36 Month Lease			

Tax Exemption on File: ☐

Tax Exemption Attached: ☐

Tax

Total

Customer Contact: _____

Customer Signature: _____

Comments:

EQUIPMENT INSTALLATION REPORT

Installation Date: 06/01/23

Customer No. _____

**Machine Location:**

Name: Montague County Clerk

Street Address: 11339 Highway 59 North

Bldg./Suite # Courthouse Annex

City: Montague

State: Texas

Zip Code: 76251

Phone: (940) 894-2461

Ext: _____

Salesperson: Ron Storm

EQUIPMENT INFORMATION

Mfr/Model: TA 5002iR

Serial # W348107431R

Accessory: DP-7110R

Serial # V9E8353711R

Accessory: PF-7100R

Serial # W448215571R

Accessory: DF-7120R

Serial # W3R7Z22342R

Accessory: AK-7100R

Serial # W3W8463468R

Accessory: PH-7AR

Serial # N368164989R

Accessory: Fax System 12 (R)

Serial # V9N8348954R

Accessory: _____

Serial # _____

Copy Count _____

Sale Type (check one): ☐ Cash ☐ Rent ☒ Lease Purchase

Term: 36 _____ mo.

Machine type (check one) ☐ New ☒ ReconditionedFor Non-Rental, was M/A Purchased at Time of Sale? ☒ Yes ☐ No

Comments: _____

Trade-in InformationTrade-in? Yes ☐ No ☒

Mfr/Model: _____

Serial #: _____

Copy Count _____

Accessory: _____

Serial # _____

Accessory: _____

Serial # _____

Accessory: _____

Serial # _____

Accessory: _____

Serial # _____

To be completed by CustomerHas Key Operator Training been provided? ☒ Yes ☐ NoIs Machine Operating Satisfactorily? ☒ Yes ☐ No

Key Operator Name _____

Please Print

Comments: _____

Customer Signature: _____

Date: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Montague County Clerk	
Address (Street & number, P.O. Box or Route number) P.O. Box 77, 11339 Highway 59 North, Courthouse Annex	Phone (Area code and number) (940) 894-2461
City, State, ZIP code Montague, Texas 76251	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Hudson Imaging Systems**

Street address: **1007 Fifth Street** City, State, ZIP code: **Wichita Falls, TX 76301**

Description of items to be purchased or on the attached order or invoice:


Kyocera TA 5002iR Copier and Accessories

Purchaser claims this exemption for the following reason:

Government Entity
TAX ID #75-60010781

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

May 22, 2023

The Honorable Kevin Benton
Montague County Judge
P.O. Box 475
Montague, Texas 76251

Re: Nortex Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Archer Courts and The Duke I),
Series 2023

Dear Judge Benton:

The Nortex Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$35,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by you as the County Judge of the County of Montague. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Page 2
May 22, 2023

Please review the General Certificate and call me at (312) 845-3277 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to me using the enclosed prepaid Federal Express envelope for delivery no later than **June 23, 2023**.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Ryan J. Bowen
Ryan J. Bowen
Texas Bar Card No. 24089859

Enclosures

cc: David A. Clark, Executive Director

GENERAL AND NO LITIGATION CERTIFICATE OF MONTAGUE COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Montague County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of Nortex Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its bonds entitled "Nortex Housing Finance Corporation Multifamily Housing Revenue Bonds (Archer Courts and The Duke I), Series 2023" issued in one or more series in an aggregate principal amount not to exceed \$35,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has not currently appointed anyone to act as a member of the board of directors of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

MONTAGUE COUNTY, TEXAS

By _____
Judge Kevin Benton

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]



QUOTE NO.20230524

373 MN-7, Hutchinson, MN 55350
320-275-3391

EXPIRATION DATE 8/24/2023

TO Montague Sheriff's Department,
Jack Lawson
(940) 894-2871
jlawson@montaguesheriff.com

SALESPERSON	JOB	PAYMENT TERMS	LEAD TIME ESTIMATE
Firelake Mfg	Incineration Unit	50% on order, balance due preshipment	Approx 4 weeks

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Model A400-1- top load, 12 cubic feet. Fuel LP		\$15,900
1	Factory tested & factory cured internal linings.		N/C
1	Single burner w/o smoke reducing afterburner. 120 volt 10A service		
1	Steel cased and refractory lined burn chamber & collar		
1	Stainless stack & perforated stack cap		
1	Digital start timer, w/auto stop		
1	Burner is spark ignited with flame safety monitor		
1	Standard Freight		\$1,200
1	Phone and video tech help included.		N/C
1	Installing is customer responsibility and suggested to be Installed by local licensed fuel/electric trades.		

Securing permits for operation and air emissions are customer responsibility.
When they are necessary it is recommended that they are complete prior to
purchase. Firelake will assist with answers if authorities have questions.

Special controls or features must be requested if required by permits but,
there may be a need to alter the quote price or lead time.
Customer will have means to remove shipment from carrier.

SUBTOTAL	
SALES TAX	
TOTAL	\$17,100

Quotation prepared by: Kevin

Customer is encouraged to contact Firelake with questions or to confirm quoted product meets needs.
To accept the quotation contact Firelake at 320-275-3391 and arrange initial payment.

From: tracie@enderbygas.com
Sent: Wednesday, June 7, 2023 10:44 AM
To: jlawson montaguesheriff.com
Cc: jaime.johnson@enderbygas.com; bud@enderbygas.com; tracie@enderbygas.com
Subject: Propane tank for Montague Co Sheriff's Office

Hello Chief Lawson,

Below is the bid quoted by our manager, Bud Lane: propane tank needed for incinerator.
Holler at Bud with any questions: 940/872-2572. Thank you.

Maximum bid, per Bud Lane

- * purchase 250 g propane tank, install, parts/labor, gas
- * based on tax exempt/Montague County Sheriff's office

	<u>maximum cost</u>
Purchase 250 gal propane tank	1800
Run the line	180
Regulators	190
Labor	190
Propane	<u>350</u>
	2710

Kind Regards,

Tracie Hammer



Tracie Hammer

P. (940) 872-2572
T. (800) 772-5921
W. <https://enderbygas.com>
A. P.O. Box 1103, 3074 State HWY 59 North, Bowie TX, 76230

Business Hours

Mon — Fri 8:00 AM to 5:00 PM

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WALTERS LAND SURVEYING COMPANY LLC.

101 JOHNSON RANCH LANE SUITE A

BOWIE, TEXAS 76230

(940)872-4718

STATEMENT/INVOICE

TO: Montague County

DATE:

6/7/2023

Mike Mayfield

NUMBER:

0222-0050

DUE UPON RECEIPT

TERMS: 5% Late Fee After each 30 days

\$4,500.00

5/25/2023 Topographic Survey
J. Hodge Survey A-356
part of Block 32 & Block 61
Montague Original Townsite
Montague County, Texas
Sanitary Sewer Field

4,500.00

THANK YOU

Invoice



Geis Backhoe & Const., LLC

471 Chaparral Rd

Dowle, Texas 76230

940-841-1930

620258

SOLD TO

County of Montague

SHIP TO

New sewer treatment project

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

CUSTOMER ORDER NO.

3613

SOLD BY

Mike Mayfield

TERMS

F.O.B.

Montague

DATE

5-23-23

ORDERED

SHIPPED

DESCRIPTION

PRICE

UNIT

AMOUNT

Used bulldozer to clear trees
off of property for sewer
treatment plant project.
Clear trees off of Border
Road to access property

125.00

32 1/2

Per hour

hour

4,062.50

Thanks
Kenneth

© 2010 5840

09-15

A/P Voucher Date 05-31-2023

Department 098-409

Line Item 305 \$4,062.50

Pay To: Kenneth Geis

Approval *im*

Received _____ Date: _____



JAMES LANE

Air Conditioning & Plumbing

Engineering - Service - Fire Protection - Since 1957

Invoice

Date

Invoice #

05/24/23

10176-1J

Page

1 of 1

Bill to 14702

MONTAGUE COUNTY COURTHOUSE
11339 TX-59
MONTAGUE, TX 76251

Job# 10176

MONTAGUE CO COURTHOUSE T&M SS REPAIR
11339 TX-59
MONTAGUE, TX 76251-

Terms: Cash on Demand

Salesman: HAVROBE - ROBERT - I Cust PO#

Project Manager:

Inv Description: Cut out and replaced 6' of 4" cast iron sewer line on 3rd floor that drains 4th floor bathroom.

Original Amount: 1,007.50

Change Orders: .00

Total Contract: 1,007.50

Amount Previously Billed: .00

Amount to Bill: 1,007.50

Total: 1,007.50

Sales Tax: .00

Gross Invoice: 1,007.50

Retainage: .00

Net Invoice Due: 1,007.50



JAMES LANE

Air Conditioning & Plumbing

Engineering - Service - Fire Protection - Since 1957

Invoice

Date 05/24/23 Invoice # 10175-1J
Page 1 of 1

Bill to 14702

MONTAGUE COUNTY COURTHOUSE
11339 TX-59
MONTAGUE, TX 76251

Job# 10175

MONTAGUE CO COURTHOUSE SS REPAIRS
11339 TX-59
MONTAGUE, TX 76251-

Terms: Cash on Demand

Salesman: HAVROBE - ROBERT - I Cust PO#

Project Manager:

- Inv Description:
- Provide and install replacement above slab waste of PVC DWV.
 - Remove and reset existing water closet after the replacement of below floor leaking 90.
 - Please see photos attached for piping locations that will be removed and replaced.

Original Amount: 3,377.00

Change Orders: .00

Total Contract: 3,377.00

Amount Previously Billed: .00

Amount to Bill: 3,377.00

Total: 3,377.00

Sales Tax: .00

Gross Invoice: 3,377.00

Retainage: .00

Net Invoice Due: 3,377.00

Appendix N

REVISION TO PLAT

Name of Subdivision: Silver Lakes

Recorded in Volume _____, Page _____ of the Real Property Records of Montague County, Texas

Commissioner Precinct No.: 2

Owner/subdivider/developer: Jason Bell

Owner/subdivider/developer's Mailing Address: 140 Mustang Springs Cir

Owner/subdivider/developer's Phone Number(s): 817-876-7326

Lots or Tracts to be revised (include Unit, Section or Phase # if applicable): 248R + 250 - Phase 3

Resulting Lot Number to be Known As: 248 + 250 R - Phase 3

Lienholder: ☒ Yes ☐ No

If yes, Name of Lienholder: _____
(Attach Lienholder's Acknowledgement, Appendix K)

IF REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.

The signature affixed below will certify that the owner/subdivider/developer of the described property does hereby request to revise the plat of the property. The owner/subdivider/developer certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

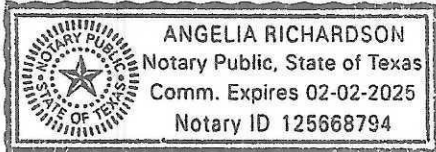
Jason Bell
(Owner/subdivider/developer's Signature)

Jason Bell Alisha Bell
(Printed name)

THE STATE OF TEXAS
COUNTY OF MONTAGUE

§
§
§

SWORN TO AND SUBSCRIBED before me by Jason and Alisha
Bell on the 25th day of April, 2023.



Angelia Richardson
Notary Public in and for
The State of Texas

APPROVED BY COMMISSIONERS COURT ON THE _____ DAY OF _____,
20____.

MONTAGUE COUNTY JUDGE

ATTEST: _____
MONTAGUE COUNTY CLERK

Appendix M

LIENHOLDER'S ACKNOWLEDGEMENT

I (We), (Name of Lienholder(s)) Legend Bank

owner/subdivider/developer(s) and holder(s) of a lien(s) against the property described within the Revision to Plat, said lien(s) being evidenced by instrument of record in Volume _____, Page _____, of the Real Property Records of Montague County, Texas, do hereby in all things subordinate to said Revision of Plat said lien(s), and I (we) hereby confirm that I am (we are) the present owner/subdivider/developer(s) of said lien(s) and have not assigned the same nor any part thereof.

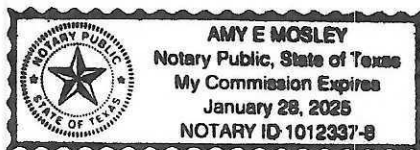
[Signature]
(Signature of Lienholder(s))

Lender, VP

Lorie Pack
(Printed name(s))

THE STATE OF TEXAS §
 Wise §
COUNTY OF MONTAGUE §

SWORN TO AND SUBSCRIBED before me by Lorie Pack
on the 26th day of April, 2023.



[Signature]
Notary Public in and for
The State of Texas

Appendix A

Name of Subdivision: Border Street Estates

Contact Person: Bruce Ferguson

Phone Number: 817-996-3202

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST FIRST READING (PRELIMINARY)

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name of proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Owner/subdivider/developer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volume, page and reference names of adjoining owners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volume, page and reference land use of adjoining owners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Master Development Plan (if subdivision is a portion of a larger tract).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scale (not smaller than 1" = 200'). If parent tract is larger than 320 acres, scale may be 1" = 1,000' w/proposed plat 1" = 200'.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	North directional arrow.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contour information – rivers, creeks, bluffs, etc. (no greater than 20' intervals)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Major topographic features.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total acreage in subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total number of lots in subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Typical lot dimensions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Land use of lots, parks, greenbelts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Total length of roads.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Width of right-of-way.

PRELIMINARY CHECKLIST (continued)

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special flood hazard areas/note. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Road maintenance requested (County/Home Owner's Assn.). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Approval by TxDOT or County for driveway entrance(s). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of wells - water, gas, & oil, where applicable & unused capped statement. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plat Application Fees paid. (receipt from County Treasurer required) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | On-Site Sewage Facility Preliminary plan, Inspector's Approval |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Acknowledgement of Rural Addressing / Signage. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water Availability Study. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tax Certificates and rollback receipts if required. |

Signature of Reviewer

Date of Review

ADDITIONAL REQUIREMENTS:
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE
COMMISSIONERS COURT HEARING DATE.

[illegible]

	10-475-460	Rental Agreements	3,200.00	3,200.00		0.00	? Copier rental
District Attorney							
	10-476-105	Part time	630.00	0.00		-630.00	
	10-476-103	ADA State Longevity	3,360.00	3,840.00		480.00	State reimbursed
	10-476-311	Software	50,010.00	52,359.00		2,349.00	PLGS/ Gray Key license & Translation Software
	10-476-420	Communication	2,600.00	3,230.00		630.00	Inc for Office Cell Phone
Grant Manager							
	10-480-305	Operating Expense	700.00	500.00		-200.00	
Elections							
	10-490-103	Dept Salary	0.00	65,070.00		65,070.00	Sal/43,470/Ben 9,600/Ins 12k Full Time Position
	10-490-105	Part time	25,000.00	12,000.00		-13,000.00	? If full time granted part time = 12k
	10-490-104	Election Judges	36,500.00	41,500.00		5,000.00	new bill passed with added poll time/hb 1217
	10-490-311	Software	26,185.00	27,300.00		1,115.00	yearly software cost
	10-490-560	Inventory	0.00	1,620.00		1,620.00	6 new stands for pollbooks
Treasurer							
	10-497-305	Operating Expense	8,000.00	11,000.00		3,000.00	
TAC							
	10-499-305	Operating Expense	11,200.00	7,508.00		-3,692.00	
	10-499-420	Communication	600.00	0.00		-600.00	
	10-499-425	Transportation	4,000.00	6,500.00		2,500.00	
	10-499-437	Tax Roll Preparation	500.00	5,000.00		4,500.00	
Courthouse Maintenance							
	10-510-103	Personnel Salary	43,470.00	47,987.00		4,517.00	change one position to chief deputy pay
	10-510-305	Operating Expense	45,000.00	62,405.00		17,405.00	14,908.00 vet memorial/contingency
	10-510-471	Contract Services	15,580.00	15,580.00		0.00	?
IT Department							
	10-520-311	Software	3,300.00	6,700.00		3,400.00	2 year agreement
	10-520-427	Training	500.00	600.00		100.00	Cybersecurity Training Required
	10-520-460	Rental Agreements	2,000.00	3,500.00		1,500.00	HP Server Warranty
	10-520-560	Inventory	1,300.00	35,000.00		33,700.00	Computer purchases county wide
Constable Pct 1							
	10-551-101	Salary	45,068.00	52,568.00		7,500.00	?
	10-551-311	Software	2,820.00	0.00		-2,820.00	
	10-552-570	Machinery & Equipment	0.00	52,439.00		52,439.00	new vehicle
Constable Pct 2							
	10-552-101	Salary	45,068.00	52,568.00		7,500.00	?
	10-552-311	Software	2,820.00	0.00		-2,820.00	
	10-552-420	Communication	1,068.00	948.00		-120.00	

	10-552-570	Machinery & Equipment	0.00	52,439.00	52,439.00	new vehicle
Sheriff						
	10-560-105	Part time	15,000.00	0.00	-15,000.00	
	10-560-107	Comp Time/Holidays	29,000.00	0.00	-29,000.00	
	10-560-108	Certification Pay	7,500.00	7,000.00	-500.00	
	10-560-410	Tires	3,000.00	6,000.00	3,000.00	
	10-560-411	Fuel	68,000.00	72,000.00	4,000.00	
	10-560-445	Auto Repair & Maint	8,000.00	9,000.00	1,000.00	
	10-560-570	Machinery & Equipment	60,000.00	75,000.00	15,000.00	chevy traverse x 2/ two new transport veh./cash res ?
						current vehicle has 196k miles at end of April
Jail						
	10-565-103	Dept Salary	0.00	70,406.00	70,406.00	Sal 47,856/Ben 10,550/Ins 12,000/Add 1 tranport officer
	10-565-107	Comp Time/Holidays	15,000.00	0.00	-15,000.00	
	10-565-108	Certification Pay	5,000.00	5,000.00	0.00	
	10-565-305	Operating Expense	23,500.00	27,000.00	3,500.00	
	10-565-380	Food	125,000.00	124,250.00	-750.00	
	10-565-489	Pest Control	2,000.00	2,100.00	100.00	
	10-565-491	Medical	120,187.00	124,995.00	4,808.00	
	10-565-560	Inventory	13,000.00	4,000.00	-9,000.00	dispatch chairs and cameras for blind spots
	10-565-570	Machinery & Equipment	4,000.00	0.00	-4,000.00	
Emergency Management Coord						
	10-567-420	Communication	6,394.00	10,632.00	4,238.00	Penguin (e disp) 6k/cell phone/nifi 912/info-Alliance 3,720
	10-567-425	Transportation	750.00	1,525.00	775.00	
	10-567-460	Rental Agreements	3,866.00	0.00	-3,866.00	moved to communication
Highway Patrol						
	10-581-420	Communication	3,780.00	0.00	-3,780.00	
				0.00	0.00	
					0.00	
		General Fund Total	1,785,077.00	2,007,052.00	221,975.00	
					0.00	
	Cash Reserve	Contingency	600,000.00	600,000.00		
		2 transport vehicles so		75,000.00		
		Child Safety Fee		15,000.00		
		Vet Memorial		14,908.00		
		Const 2 Tahoes		104,878.00		
		Dist Clerk Kofile Project		-41,365.00		

		Poor Farm Fence		-50,000.00			
		Dist Court Software		122,600.00		241,021.00	
		Total General Fund		841,021.00		-19,046.00	
Fund 19	Records Preservation						
	19-406-560 Inventory		0.00	1,300.00		1,300.00	District Clerk
					*		Approved and Entered into budget