

MONTAGUE COUNTY TEXAS

**PROCLAMATION**

**WHEREAS**, our great nation is governed by the Constitution, signed on September 17, 1787; and

**WHEREAS**, the Constitution has endured for 238 years, being a stalwart guide in governing our great nation; and

**WHEREAS**, Freedom Week was established in 2001 by the Texas Legislature to be observed in all Texas schools as a week to learn about the Constitution; and

**WHEREAS**, in 2025, that week falls on the 15<sup>th</sup> to 19<sup>th</sup> of September; and

**WHEREAS**, it seems good and right to bring to mind the content of the Constitution and prudent to honor and bring to remembrance the authors of this great document,

**NOW, THEREFORE**, we, the County Commissioners of Montague County, do hereby proclaim September 15-19, 2025, and September 17, 2025, as

**FREEDOM WEEK and CONSTITUTION DAY,**

respectively, throughout Montague County and urge all citizens to observe this time with thanksgiving for the wisdom shown by our Founding Fathers for its creation.

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SIGNATURE

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DATE

# **MONTAGUE COUNTY**

## **INVESTMENT POLICY**

August 2025

It is the policy of Montague County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy, and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

### **SCOPE**

This investment policy applies to all the investment activities for Montague County. This Policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this Policy, bond refunds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

### **SAFETY OF PRINCIPAL**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

### **MAINTENANCE OF ADEQUATE LIQUIDITY**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVISE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

## **RETURN ON INVESTMENTS**

Consistent with Article 4413 (34) @V.A.S., the county “shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body.”

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yield and to minimize the costs associated with the investment of such funds with the constraints of all applicable regulations.

## **STANDARD OF CARE**

The standard of care used by Montague County shall be the “prudent person rule” and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

“Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

## **ELIGIBLE INVESTMENTS**

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as amended as eligible securities for the County. County funds governed by the Policy may be invested in:

1. Obligations of the United States or it’s agencies and instrumentalities.
2. Repurchase Agreements, (Sweep), and or Certificates of Deposit issued by State and National banks domiciled in Texas that are:
  - a. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or secured obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the county; except no CMO’s are to be used for collateral.
  - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
3. SEC-registered money market mutual funds with a dollar -weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar for

dollar all County funds without sales commissions or loads; and whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The county may not invest funds under its control in amounts that exceed 10% of the total assets of any individual money market mutual fund.

4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended , whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated “AAA” or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the Policy and the County’s ongoing investment strategy.

## **PROTECTION OF PRINCIPAL**

The county shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer, and financial institution with whom the County will transact; by collectivization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rates fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by funds are as follows:

a. **OPERATING FUND**

The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.

b. **BOND PROCEEDS**

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the “temporary period” as defined by Federal tax law.

c. **DEBT SERVICE FUNDS**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an “unfounded” debt service dated with the maturity of any investment. An unfunded debt service is defined as a coupon or principal date that does not have cash or investment securities available to satisfy said payment.

d. **BOND RESERVE FUNDS**

Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.

**e. OTHER FUNDS**

The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, Policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

**COLLATERALIZATION**

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as county Depositories will be required to sign a Depository Agreement with the county and the County's safekeeping agent. The safekeeping portion of the agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

1. the Agreement must be in writing.
2. the Agreement must be executed by the Depository and the County contemporaneously with the acquisition of the asset.
3. the Agreement must be approved by the Board of directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County.
4. The Agreement must be a part of the Depository's "official record" continuously since its executions.

**ALLOWABLE COLLATERAL**

Certificates of Deposit--Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act", as amended. No CMO's shall be allowed as collateral.

**SAFEKEEPING**

The County shall contract with a financial institution (s) for the safekeeping of securities either owned by the county as a part of its investment portfolio or as a part of its depository agreement (s). All collateral securing deposits must be held by a banking institution acceptable and under contract with the County.

**AUTHORITY TO INVEST**

The County Treasurer is the "Investment Officer" of the county. The Investment Officer shall meet standard education requirements as stated in PFIA Chapter 2256. The Investment Officer shall perform the duties in accordance with this Investment Policy and when acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

## REPORTING

It shall be the duty of the Treasurer of Montague County to notify the Commissioner's Court of any significant changes in current investment methods and procedures prior to their implementation, as well as a Monthly Report for Commissioner's Court approval.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner's Court of Montague County.

Prepared and submitted by Jennifer Fenoglio, Montague County Treasurer

REVIEWED AND PASSED ON AUGUST 25, 2025

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Kevin Benton, County Judge

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Roy Darden, Pct.#1

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Mark Murphey, Pct.#3

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Mike Mayfield, Pct. #2

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Bob Langford, Pct.#4





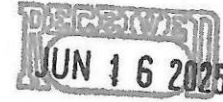
# Helen Farabee CENTERS

— a commitment to caring —

Wichita Falls Administrative Office  
P. O. Box 8266, Wichita Falls, TX 76307-8266  
1000 Brook Street, Wichita Falls, TX 76301  
Phone (940) 397-3100  
Fax (940) 397-3150  
www.helenfarabee.org

June 13, 2025

Dear Honorable Judge,



On behalf of Helen Farabee Centers, I would like to thank you for your County's continual support of Helen Farabee Centers' services.

We are now letting each county know their full calculated matching fund amount per HHS guidelines. These matching county funds are what the state requires each LMHA to ask for to complete our annual budgets. If a county has increased its support toward these requested amounts, thank you! If a county is unable to meet the full amount requested, we would appreciate any incremental increases toward that amount this year.

The State of Texas supplies some funding to Helen Farabee Centers directly but requires every Local Authority like ours to request matching funds from each county we serve. That match requirement is 9% of the total funding provided by the state. The total match figure is then distributed across all counties based on the number of clients HFC served and the percent of state-funded psychiatric beds that are purchased for clients from each county. While we are thankful for any past funds received through each Commissioner's Court, we are required to ask for the full required local match per county (reflected in the figure below). These funds flow directly into service provision to citizens in your county that need them the most. Thank you for your support!

The proposed amount HFC is requesting is listed in the attached MOA under section 3a.

Enclosed are two copies of the Fiscal Year 2026 Memorandum of Agreement (MOA) between The County and Helen Farabee Centers. Sign both copies, keep one copy for your county records, and return one to me at the address above. **Please consider this your invoice for the agreed upon support for Fiscal Year 2026, date span of September 1, 2025 – August 31, 2026**

Please feel free to contact Helen Farabee Centers if any questions arise now or throughout the year. Contact information can be found in the attached MOA under section 2.

Again, thank you for your support.

Sincerely,

Angela Dove  
Contracts Manager

**MEMORANDUM OF AGREEMENT (MOA)**  
**Inter-local Government Agreement**

**Helen Farabee Centers**

is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

**This Memorandum of Agreement (MOA) is effective as referenced above, by and between:**

**Helen Farabee Centers ("Center")**

P. O. Box 8266  
Wichita Falls, TX 76307  
acting by and through its Executive Director

and

**Montague County ("Agency")**

P.O. Box 475  
Montague, TX 76251  
acting by and through its role as a Sponsoring Agency of the Center per the Interlocal Governmental Agreement effective September 1, 1998.

This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services pursuant to the authority contained in the Texas Health and Safety Code, Section 534.

**Agency agrees to:**

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services at Center's location(s) in compliance with appropriate standards.
2. Center Contacts are as follows:  
Contracts Manager, Angela Dove, 940.397.3116, [dovea@helenfarabee.org](mailto:dovea@helenfarabee.org)  
Executive Director, Gianna Harris, 940.397.3355, [harrisg@helenfarabee.org](mailto:harrisg@helenfarabee.org)  
Associate Executive Director, Andrew Martin, 940.397.3333, [martina@helenfarabee.org](mailto:martina@helenfarabee.org)  
  
or by mail at  
P. O. Box 8266  
Wichita Falls, TX 76307
3. We are now letting each county know their full calculated matching fund amount per HHS guidelines. These matching county funds are what the state requires each LMHA to ask for to complete our annual budgets. If a county has increased its support toward these requested amounts, thank you! If a county is unable to meet the full amount requested, we would appreciate any incremental increases toward that amount this year.



a) Requested contribution per HHS guidelines: \$100,656.45

4. Contribute support for Center's services made available for Agency's residents, as follows:

a) Cash contribution in the amount for FY25 was: \$ 97,294.09

a) Cash contribution in the amount for FY26 will be: \$ 100,656.45 (please fill in when you sign)

and/or

b) In-kind contribution, as follows:

1) No in-kind contribution at this time.

The total value of cash contribution and in-kind support from Agency to Center is:

\$ 100,656.45 (please fill in when you sign)

**Center agrees to:**

1. Provide sufficient staff to offer Behavioral Health Services at Center's location(s). All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line(s) for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations, including:
  - a) Crisis Hotline for all local residents,
  - b) residential options,
  - c) laboratory testing,
  - d) psychological testing as deemed necessary,
  - e) continuity of care/discharge planning for those hospitalized, and
  - f) all other available services provided by Center, upon eligibility.
4. Continually promote and upgrade communications and services allowing both the Community and Center to offer quality services to residents of Center's catchment area.

**It is mutually agreed that:**

1. Fees charged and collected from residents for services shall be retained by Center. No one is refused services solely on inability to pay.
2. This Agreement shall be a continuing until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required; either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

**Correspondence regarding this Agreement should be directed to:**

Montague County  
Honorable Judge  
Co.judge@co.montague.tx.us  
940.894.2401

Center  
Angela Dove, Contracts Manager  
dovea@helenfarabee.org  
940.397.3116

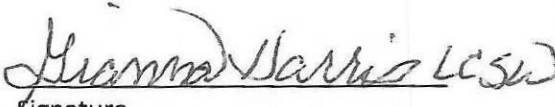
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*Duly authorized signatories for each party:*

**Agency**

**Helen Farabee Centers**

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Printed Name

Gianna Harris

\_\_\_\_\_  
Title

Executive Director

\_\_\_\_\_  
Date

05/29/2025  
Date

Memorandum of Understanding (MOU)/Care Co-ordination between Montague County Judge and Justice of the Peace Precinct 1, 2 and Helen Farabee Centers Substance Abuse Services

The Purpose of this agreement is to establish a working relationship for comprehensive systems of care in Region 2 for adult and adolescent individuals identified as having a substance use disorder.

Montague County Judge and Justice of the Peace Precinct 1, 2 agrees to:

- Make appropriate referrals of clients to HFC Substance Abuse Services for indicated services;
- Maintain ongoing contact with HFC Substance Abuse Services, and referred individuals, for the purpose of additional case coordination and follow-up as needed;
- Acknowledge and abide by HFC Substance Abuse Services confidentiality policies as stated BELOW.

HELEN FARABEE CENTERS Substance Abuse Services agrees to:

- Make available a designated phone contact person for Montague County Judge and Justice of the Peace Precinct 1, 2.
- Accept referrals based on established HHSC priority population designation;
- Provide appropriate interagency reporting and communication, utilizing the Clinical Management for Behavioral Health Services (CMBHS) *as applicable*. Document capacity and treatment availability, and interim services that may include, but is not limited to, Crisis Intervention, Fetal Alcohol and Other Drug Syndrome, Communicable Disease prevention and education, Opioid Overdose Prevention, and Tobacco/Nicotine education as well as information on cessation and access to nicotine replacement therapy. Wait List management is maintained via CMBHS. Clients are removed from Wait List upon admission or if unable to contact client for 21 days;
- Conduct intensive outpatient services and Recovery Support Services in a safe environment provided by Qualified Credentialed Counselors and Certified Recovery Coaches. These adults and adolescents will receive drug/alcohol education, life skills, and substance abuse counseling utilizing motivational interviewing and recovery support services. Family education and family counseling will be offered to these clients as well.
- Follow State and Federal law concerning confidentiality. All client records will be maintained in accordance with HIPAA federal requirements (including CFR 42, Part 2) using appropriate tracking systems.
- Provide referrals to Montague County Judge and Justice of the Peace Precinct 1, 2 when appropriate and assist client in contacting Montague County Judge and Justice of the Peace Precinct 1, 2 if necessary.
- Provide progress reports and discharge summaries to referring agency when requested and with signed consent from client.
- Provide emergency assistance to clients in crisis via the Crisis Hotline 1-800-621-8504.

This MOU will stand in effect for FY 2026 to FY 2027 which begins September 1, 2025, and ends August 31, 2027, unless terminated with 30 days written notice. This MOU is at will and may be modified by either party by mutual consent of authorized officials.

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**Montague County Judge**

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**Date**

*Bradley R Fisk LCDC*

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7/17/2025

Bradley R. Fisk, Program Administrator of  
Helen Farabee Centers Substance Abuse Services  
500 Broad Street, Wichita Falls, TX  
Phone: 940-397-3379  
Fax: 940-696-6211  
Email: fiskb@helenfarabee.org

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Date

**\*\* Addendum to the Non-Exclusive License Agreement \*\***

In accordance with the Non-Exclusive License Agreement (NELA) between Montague County (Client) and Justice Solutions (JS), this addendum shall document the addition of Hosted Imaging.

**For the monthly consideration of \$150.00 per month, JS will implement Hosted Imaging.**


If approved by September 1, 2025, JS will begin the implementation, and will begin billing Upon implementation.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned NELA shall remain in full force and effect.

**Montague County**

**Justice Solutions**

**Executed By:**  
**(Name)**

  
\_\_\_\_\_  
Daniel Boswell  
Justice Solutions

**Title:**

**Date:**

**Date:** August 15, 2025



# Financing Proposal

*Prepared For*



**Montague County**

July 25, 2025

*Submitted By*

**Government Capital Corporation**

345 Miron Drive  
Southlake, Texas 76092

**Cris Linse**

Client Services  
817-722-0244





**GOVERNMENT CAPITAL**  
**CORPORATION**

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## Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Our team possesses extensive experience assisting state and local governmental entities of all types in creating, evaluating and implementing financing structures of every type authorized by various state borrowing authorities. Although we serve clients in all 50 states, since Texas is our home, one of our primary areas of focus is assisting Texas counties with acquiring essential personal property and equipment. Since our inception, we've been honored to provide financing solutions for 152 Texas counties, representing 60 percent of the counties in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

## Representative Experience

**Webb County** - Government Capital Corporation's relationship with Webb County has spanned over two and a half decades and involved a wide variety of projects. From the first acquisition of computer equipment in 1998 to modular buildings and copiers in the early 2000s to the more recent acquisitions of software, vehicles, and heavy work equipment, Government Capital has become Webb County's trusted go-to partner for all their financing needs.

**Jim Wells County** - Government Capital and Jim Wells County have partnered together on over two dozen financings since 2011. The transactions have facilitated a large array of acquisitions including police vehicles, election equipment, fire trucks, and more. In 2022 alone, GCC provided funding for sheriff vehicles, a motor grader, and a work truck for the county's infrastructure projects.

**Hudspeth County** - Hudspeth County and GCC have worked together since 2010 on multiple equipment acquisitions. At the end of 2022, Government Capital funded the purchase of a Freightliner work truck for the county's Solid Waste Department. The addition of the truck to the fleet allowed for shorter and more efficient routes, saving the department miles and manhours.

**Runnels County** - Runnels County has turned to Government Capital to fulfill their financing needs since 2002. GCC has provided funding for the acquisition of software and a variety of heavy equipment including Freightliner work trucks, tractors, and a water truck. Most recently, Runnels County partnered with Government Capital to acquire updated election equipment, providing its citizens with a more efficient and secure voting process.

**Henderson County** - Government Capital has partnered with Henderson County on multiple projects since 2007. In recent years, GCC has funded the acquisition of numerous types of heavy equipment including a reclaimer, a track loader, and a site boss. The equipment has been used throughout the county to improve infrastructure and serve the community.

**Zapata County** - Government Capital has provided financing for Zapata County for over 20 years. With GCC's assistance, the county has acquired software, waste disposal vehicles, a body scanner, and other essential equipment. Additionally, Government Capital provided funding to the county's Water Works Department for a sewer and water meter improvement project.

**Montague County** - Montague County and Government Capital have partnered together for more than a decade on over a dozen financings. Most recently, GCC provided funding for the acquisition of a drum roller, multiple vehicles, and a motor grader for the county's infrastructure improvement projects.



**GOVERNMENT CAPITAL**  
CORPORATION

**Partial Listing of Texas County Clients**



**Dawson County**



**Gillespie County**



**Zavala County**



**Jim Hogg County**



**Leon County**



**Lavaca County**



**Navarro County**



**La Salle County**



**Comanche County**



**Austin County**



**Hill County**



**Blanco County**



**Van Zandt County**



**Hamilton County**



**Parker County**



**Bosque County**



**Matagorda County**



**Freestone County**



July 25, 2025

Chief Jack Lawson  
Montague County  
940-894-2565  
jlawson@montaguesheriff.com

Dear Chief Lawson,

Thank you for the opportunity to present proposed financing for Montague County. I am submitting for your review the following proposed structure:

ISSUER:	Montague County, Texas		
FINANCING STRUCTURE:	Public Property Finance Act Contract		
<b>EQUIPMENT COST:</b>	<b>\$ 400,219.08</b>		
TERM:	3 Payments	4 Payments	5 Payments
INTEREST RATE:	5.294%	5.346%	5.399%
PAYMENT AMOUNT:	\$ 149,621.38	\$ 115,197.23	\$ 94,630.73
PAYMENTS BEGINNING:	One year from signing, annually thereafter		
<b>EQUIPMENT COST:</b>	<b>\$ 333,515.90</b>		
TERM:	3 Payments	4 Payments	5 Payments
INTEREST RATE:	5.294%	5.346%	5.399%
PAYMENT AMOUNT:	\$ 124,684.49	\$ 95,997.69	\$ 78,858.94
PAYMENTS BEGINNING:	One year from signing, annually thereafter		

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes closing costs of 1.25% of the financed amount. These costs include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Cris Linse*

## RESOLUTION

### A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "SHERIFF'S VEHICLES".

WHEREAS, Montague County (the "County") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing (a) **"Sheriff's Vehicles"**.

WHEREAS, the County desires to designate this Finance Contract as a "qualified tax exempt obligation" of the County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the County desires to designate Name: \_\_\_\_\_, Title: \_\_\_\_\_, as an authorized signer of the Finance Contract.

NOW THEREFORE, BE IT RESOLVED BY Montague County:

Section 1. That the Montague County desires to enter into a Finance Contract with GCC for the purpose of financing **"Sheriff's Vehicles"**.

Section 2. That the Finance Contract by and between Montague County and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That Montague County appoints the County Judge or the County Judge's designee, as the authorized signer of the Finance Contract by and between Montague County and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. That should the need arise, if applicable, Montague County will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ by a vote of \_\_\_\_\_ to \_\_\_\_\_ and is effective this \_\_\_\_\_, 2025.

**Issuer:** Montague County

Witness Signature

\_\_\_\_\_  
Name: \_\_\_\_\_, County Judge

\_\_\_\_\_  
Name: \_\_\_\_\_, County Clerk



AutoZone Store Number <b>9290</b>		Email Address		Business Phone Number <b>(940)531-6219</b>		Mobile Phone Number	
<b>CUSTOMER ACCOUNT INFORMATION - ALL INFORMATION MUST BE FILLED OUT FOR PROCESSING</b>							
Company Name <b>Montague County</b>		DBA Name		Fed ID Number <b>75-6001078</b>		Years in Business	
How Long at Current Address (In years)		First Name <b>Jennifer</b>		Middle Name		Last Name <b>Fenoglio</b>	
				Suffix		Account Payable Title <b>County Treasurer</b>	
Email Address <b>j.fenoglio@co.montague.tx.us</b>		Contact Phone Number <b>(940) 894-2161</b>		<input type="checkbox"/> PO Required?		Purchase Order Format	
Delivery Address		City		State		Postal Code	
						<input type="checkbox"/> Go Paperless 	
<b>BILLING INFORMATION</b>							
Billing Address <b>P.O. Box 416</b>		City <b>Montague</b>		State <b>Tx</b>		Postal Code <b>76251</b>	
						Sales Tax Exemption # <b>75-6001078</b>	
<small>***Sales tax*** will be charged on all purchases until a valid resale certificate or other proof of exemption is received</small>							
Account Type Request (please check) <input type="checkbox"/> COD <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly - Pay by Statement <input checked="" type="checkbox"/> Monthly - Pay By Invoice							
Type of Business: (please check) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Gov.							
Description of Business: (please check) <input type="checkbox"/> New Dealership <input type="checkbox"/> Used Dealership <input type="checkbox"/> Collision <input type="checkbox"/> Repair Shop <input type="checkbox"/> Tire Dealer							
<b>PERSONAL GUARANTEE</b>							
<p>In consideration of AutoZone establishing an account for Applicant(s) and/or Company the undersigned hereby (the "Guarantor") unconditionally guarantees the full and prompt payment to AutoZone of all amounts due, whether owed now or hereafter arising on any and all accounts established on behalf of Applicant(s) and/or Company, including any related entity, subsidiary, or affiliate company in existence now or established hereafter, and the performance of all obligations of Applicant(s) and/or Company under the terms of this Application. The Guarantor agrees and acknowledges that AutoZone has relied on this guaranty in agreeing to extend or continue the extension of credit to Applicant(s) and/or Company, and expressly waives all notice of acceptance of this guaranty, notice of extension of credit, presentment of demand for payment, and any notice of default by the Applicant(s) and/or Company seeking credit and all other notices the Guarantor might otherwise be entitled to.</p> <p><b>GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT.</b> The undersigned Guarantor hereby consents to AutoZone's use of a non-business consumer credit report on the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned Guarantor hereby authorizes AutoZone to utilize a consumer credit report on the undersigned from time to time in connection with the extension of continuation of the business credit represented by the credit application. The undersigned Guarantor as (an) individual(s) hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et seq.</p>							
First Name		Middle Name		Last Name		Suffix	
Date of Birth		SSN Number		Mobile Phone Number			
Home Address		City		State		Postal Code	
				Signature		Date	
<b>TERMS AND CONDITIONS AGREEMENT</b>							
<p>Your Credit and the personal credit of any personal guarantor, if applicable, will be considered in the evaluation of this application and any updates and additional extension of credit. You hereby authorize AutoZone to investigate your creditworthiness by obtaining credit reports and making other inquiries as it deems appropriate. Any individual who has signed an application for commercial credit with us on your behalf and, if applicable, any personal guarantor of your account authorizes AutoZone to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained, including any bank, lending institution, credit reference or consumer or commercial reporting agency. You also agree that AutoZone may report your performance under this agreement to credit bureaus and others who may lawfully receive such information. AutoZone reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, reduce or suspend any credit limit at any time, or terminate an existing account at any time based upon breach of this agreement, credit worthiness of the Applicant(s), or for any other reason not prohibited by applicable state or Federal law. AutoZone also reserves the right to cancel any order, require payment in advance, or require the Applicant(s) to provide adequate assurance of performance, without any liability to AutoZone, in the event of the Applicant(s) insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Applicant(s), or the execution by the Applicant(s) of an assignment for the benefit of creditors. If credit is extended, the Applicant(s) hereby jointly and severally promise(s) to pay all amounts owed under this agreement and for all purchases charged to your account, including any software license fees, late charges and other charges that may be applicable from time to time. Payments, in good funds, are due at the address ( payment address ) and by the payment due date (payment due date ) shown on your billing statement. All payments mailed or delivered to AutoZone should be to the address shown on your billing statement. Payments received after 2:00 p.m. on any banking day will be posted to your account on the next banking day. AutoZone may assess a "late charge" on the portion of the amount remaining unpaid, at a rate permitted by the applicable law. This amount will be added to your account balance while your default continues, except that no late charges will be imposed in the period during which your default is cured by repayment of all amounts owing on your account. If an account is placed with an attorney for collection, you shall pay all attorney's fees associated with collection of the account plus all additional costs whether or not litigation is initiated. You understand and agree that AutoZone will be unable to determine whether any particular transaction on your account was in fact duly authorized by you or made for your benefit, and you specifically agree that you will pay for all transactions made on your account, whether or not such transactions were in fact duly authorized by you or made for your benefit. By providing one or more telephone numbers to AutoZone in this application, including one or more wireless numbers, you hereby expressly consent to and authorize AutoZone to place telephone calls to you at each number provided by you; such consent expressly includes authorization for AutoZone to place telephone calls using an automatic long distance dialing system to each landline and wireless number provided by you. Furthermore, by providing AutoZone with one or more email addresses, you hereby expressly consent to and authorize AutoZone to send you emails at each email address provided. Applicant(s) agrees that the terms of this agreement and any fees arising in connection herewith will be governed and construed under the laws of the State of Tennessee (excluding its choice of law rules) and applicable federal law. <b>THE APPLICANT(S) WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. ACCOUNTS ARE FOR COMMERCIAL PURPOSES ONLY AND NOT FOR PERSONAL USE.</b> Purchases made hereunder shall not be subject to Federal, State or Local laws or statutes governing consumer credit purchases that are for personal, family or household use. The undersigned certifies that all information provided is true and correct. Applicant(s) is/are a valid business entity and further warrants that he/she is authorized to execute this application on behalf of Applicant(s).</p>							
Applicants Full Name		Signature		Business Title		Date	