

Kim Jones
Montague County Clerk
P.O. Box 77
Montague, Texas 76251
(940) 894-2461
(940) 894-6601 Fax



RECORDS MANAGEMENT & RECORDS ARCHIVE WRITTEN PLAN FISCAL YEAR 2024/2025

I. Statute

The 77th Texas Legislature passed HB 370 to allow border counties to assess a \$5.00 Records Management and Preservation Fee for the preservation of older records filed with the County Clerk. The 78th Legislature passed SB 1731 amending the original legislation allowing all counties to collect this fee with the Commissioners' Court approval. This legislation amends Local Government Code, § 118.011 (g), to enable the Commissioners' Court to adopt a Records Archive Fee for the preservation and automation of previously filed and recorded records.

The court established a fee of \$5.00 to be collected at the time of filing or recording of any public record with the exception of documents filed by the state. The Montague County Clerk has been collecting this fee.

SB 526 passed by the 79th Texas Legislature repeals the Local Government Code, § 118.025(a)(4) regarding definition of "Records Archive" as public documents filed with the County Clerk before January 1, 1990 and adds language to allow the County Clerk to designate records that are part of records archive plan, with approval of Commissioners' Court in a public meeting. The bill repeals the Local Government Code § 118.011(g), and § 118.025 (k), relating to the expiration date of September 1, 2008.

HB 1513 passed by the 83rd Legislative Session amends § 118.011 (b) and (f) of the Local Government Code to increase the amount of the County Clerk's Records Archives Fee (accessed when a non-court document is presented to the County Clerk for recording or filing) from not more than \$5.00 to not more than \$10.00. The increased fee is set to revert to the "not-more-than \$5.00" amounts on September 1, 2019.

Effective September 1, 2019, the maximum allowable archive fee will be permanent. It was scheduled to be reduced to a maximum \$5 fee on 9/1/19, but SB 658 of the 86th Texas Legislature made the current \$10 maximum allowable amount a permanent figure.

General Provisions: The fee for “Records Management and Preservation” under § 118.011 is for the records management and preservation services performed by the County Clerk after the filing and recording of a document in the records of the office of the Clerk. (d) The fee shall be deposited in a separate records archive account in the general fund of the County. Any interest accrued remains with the account. (e) All expenditures from the records management and preservation account shall comply with Subchapter C, Chapter 262.

The fee for “Records Archive” under § 118.011(f) is for the preservation and restoration services performed by the County Clerk in connection with maintaining a County Clerk’s records archive. (d) The fee shall be deposited in a separate records archive account in the general fund of the County. (e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the County Clerk’s records archive. (g) the County Clerk shall prepare an annual written plan for funding the preservation and restoration of the County Clerk’s records archive. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

II. Purpose

To continue to back scan deed/real records to digital formats to keep from exposing these records from daily usage and deterioration. Although the office is progressive in the preservation of current records by utilizing the Records Management Fee, funding has not been sufficient to electronically preserve, restore, and re-index the older document that have priceless historical value. In order to preserve and enhance the integrity and reliability of the existing system for recording and preserving public documents; the County Clerk seeks to preserve existing original records by restoring or re-creating books, digitizing older microfilm and paper records, re-indexing old handwritten and typed indexed records and importing newly created images and data into the existing computer system.

III. Restoration and Preservation Projects

The goal of the County Clerk’s office is to:

Digitize all official public records.

Modernize and upgrade old records systems in the office.

Continue and add records and information to existing computer system.

Eliminate record searching by having more records available for electronic retrieval.

Provide more public information via the Internet.

Preserve original records by reducing daily manual usage.

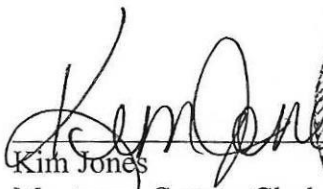
Due to enormous volume of records in the Montague County Clerk's Office, the records management and archive plan projects will be an ongoing process for many years to come.

Summary

The County Clerk's office has taken advantage of preserving and maintaining documents with the use of records management and archive fee. These fees are dedicated to that task. The vast majority of the permanent records in the County Clerk's office were paper based and used on a daily basis by the public making them vulnerable to loss theft, wear, and tear.

These records are preserved by adding the records management and archive fee to cover the cost of scanning and indexing the paper-based documents without additional cost to the County. In addition to preserving the documents, the images are added to our existing system which improves customer service and disaster recovery.

Revenue collected and not expended in the fiscal year will be carried forward and used toward outstanding balances on the current projects. We will then re-assess and prioritize what records and/or documents need to be completed on future projects and obtain new pricing information to achieve those projects, as needed.


Kim Jones
Montague County Clerk



NOTICE OF GENERAL ELECTION (AVISO DE ELECCION GENERAL)

To the registered voters of the County of Montague, Texas:

A los votantes registrados del Condado de Montague, Texas:

Notice is hereby given that the vote centers listed below will be open from 7:00 a.m. to 7:00 p.m., November 5, 2024 for voting in a general election to elect Members of Congress, Members of the Legislature, and state, district, county and precinct officers.

Por la presente se notifica que los centros de votación que se enumeran a continuación estarán abiertos de 7:00 a. m. a 7:00 p. m. del 5 de noviembre de 2024 para votar en una elección general para elegir miembros del Congreso, miembros de la Legislatura y estados, distritos, funcionarios del condado y del distrito.

Location of Election Day Vote Centers will be:

Lugar de votación el día de las elecciones
 Los centros serán:

Election Day	Montague County Courthouse Annex	11339 State Hwy 59N, Montague
Día de elección	Anexo del Palacio de Justicia del Condado de Montague	11339 State Hwy 59N, Montague
Election Day	Bowie Senior Center	501 Pelham St, Bowie
	Centro para personas mayores Bowie	501 Pelham St, Bowie
Election Day	Nocona HJ Justin Building	102 Clay St, Nocona
	Edificio Nocona HJ Justin	102 Clay St, Nocona
Election Day	Saint Jo Civic Center	101 E Boggess St, Saint Jo
	Centro cívico de Saint Jo	101 E Boggess St, Saint Jo
Election Day	Tales N Trails Museum	1522 E Hwy 82, Nocona
	Museo Tales N Trails	1522 E Hwy 82, Nocona
Election Day	Bowie Public Library	301 Walnut St, Bowie
	Biblioteca pública de Bowie	301 Walnut St, Bowie
Election Day	Forestburg Community Center	16617 FM 455, Forestburg
	Centro Comunitario de Forestburg	16617 FM 455, Forestburg
Election Day	Sunset City Hall	119 FM 1749, Sunset
	Ayuntamiento de la puesta del sol	119 FM 1749, Atardecer
Election Day	Ringgold Fire Hall	17832 N Hwy 81, Ringgold
	Sala de incendios de Ringgold	17832 N Hwy 81, Ringgold
Election Day	Valley View Baptist Church	6159 FM 103, Spanish Fort
	Iglesia Bautista Valley View	6159 FM 103, Fuerte Español

Early Voting by personal appearance will be conducted at:

(La votación anticipada en persona se llevará a cabo en:)

Main Early Voting Location	Montague County Courthouse Annex	11339 State Hwy 59N, Montague
Lugar principal de Votación anticipada	Anexo del Palacio de Justicia del Condado de Montague	11339 Carretera estatal 59N, Montague

Early Voting Location	Bowie Senior Center	501 Pelham St, Bowie
Lugar de Votación Anticipada	Centro para personas mayores Bowie	501 Pelham St, Bowie
Early Voting Location	Nocona HJ Justin Building	102 Clay St, Nocona
Lugar de Votación Anticipada	Edificio Nocona HJ Justin	102 Clay St, Nocona
Early Voting Location	Saint Jo Civic Center	101 E Boggess St, Saint Jo
Lugar de Votación Anticipada	Centro cívico de Saint Jo	101 E Boggess St, Saint Jo

Days and hours of operation will be:

(Los días y horas de funcionamiento serán:)

Monday thru Friday (October 21, thru November 1, 2024), from 8:00 a.m. to 5:00 p.m.

De lunes a viernes (del 21 al 25 de octubre de 2024), de 8:00 a. m. a 5:00 p. m.

EXTENDED HOURS OF EARLY VOTING AT MONTAGUE COUNTY ANNEX (ONLY)

SATURDAY, OCTOBER 26, 2024 7 A.M. TO 7 P.M.

SUNDAY, OCTOBER 27, 2024 9 A.M. TO 3 P.M.

MONDAY, OCTOBER 28 TO NOVEMBER 1, 2024 7 A.M. TO 7 P.M.

Last day to register to vote is October 7, 2024.

El último día para registrarse para votar es el 7 de octubre de 2024

Applications for ballot by mail shall be mailed to:

(para solicitar las boletas electorales l por correo:)

Montague County Early Voting Clerk

Secretario de Votación Anticipada del Condado de Montague

Ginger Wall, Elections Administrator

Pared de jengibre, Administradora de elecciones

11339 State Hwy 59N, Montague, TX 76251

(940) 894-2540

Email: gwall@co.montgue.tx.us

Fax: 940-894-2543

Applications for Ballot by Mail (ABBM) and Federal Postcard Applications (FPCA), must be received no later than the close of business on October 25, 2024.

Las solicitudes de boleta por correo (ABBM) y solicitudes de postal federal (FPCA) deben recibirse a más tardar al cierre de operaciones el 25 de octubre de 2024.

Note: If ABBM is faxed or emailed or if an FPCA is faxed; the original application must be received within 4 business days.

(Si ABBM se envía por fax o correo electrónico o si se envía por fax una FPCA; La solicitud original debe ser recibida dentro de los 4 días hábiles.)

Issued this the _____ day of _____.

Signature of County Judge

(Firma del Juez del Condado)

NORTON METALS *division of JMS Russel Metals Corp.*

1350 Lawson Road Fort Worth, TX 76131-2723 Phone: 817.232.0404

Norton Metals has been in business since 1952.

We sell a variety of quality steel products to many industries. We look forward to supplying your metal requirements.

- Our credit forms are attached. Please email, fax, or mail the completed forms to us.
 - **EMAIL** credit@nortonmetals.com
 - **FAX** 817-306-8855
 - **MAIL** 1350 Lawson Road Fort Worth, TX 76131-2723

- After we receive the forms, we will begin our credit review. Please allow at least five to ten business days for the processing of your application.

- You may omit the bank information and credit references on our credit application if you attach your own information sheet with credit references and bank information.

- All purchases are taxable unless we have a completed Texas Sales Tax Resale or Exemption Certificate from you. If you need a sales tax certificate, please contact the credit department. See the contact information above.

- Norton Metals reserves the right to open and to keep open an account based on its corporate credit criteria. An application for credit does not guarantee getting or keeping an open account. The terms of sale are noted on each invoice. All sales are subject to the terms and conditions of Norton Metals.

- Orders may be held or the account is subject to being closed if invoices are not paid within terms.

Thank you for the opportunity to serve you.

Individual <input type="checkbox"/>	Corporation <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Other: <u>Government</u>
Company's Legal Name <u>Montague County</u>		Land Phone <u>(940) 894-2565</u>		
Assumed (d.b.a.) Name _____		Cell Phone _____		
Name of Parent Company _____		D&B No _____		
A/P Contact <u>Jennifer Fenoglio</u>		A/P Phone <u>(940) 894-2161</u>		
A/P Email <u>j.fenoglio@co.montague.tx.us</u>		A/P Fax No.: _____		
Mailing Address (including city, state, ZIP) <u>P.O. Box 416, Montague, Tx 76251</u>				
Shipping Address (including city, state, ZIP) _____				
Email address for invoice delivery: <u>commissioners@co.montague.tx.us</u>				
Nature of Business: _____ Date Business Started: _____				
Annual Sales (approx.): \$ _____ No. of Employees (approx.): _____ Are PO's Required? _____				
BANK INFORMATION				
Bank Name: <u>Legend Bank</u>				
Account #: _____		Officer Name: <u>Traci Robertson</u>		
Email: <u>traci.robertson@Legend-bank.com</u>		Phone: <u>(940) 872-2221</u> Fax: _____		
NAMES OF ALL OFFICERS, PARTNERS, OR PROPRIETOR: (Attach list if more than three)				
Name: <u>Kevin Benton</u>		Title: <u>County Judge</u>		
Name: <u>Bob Langford</u>		Title: <u>County Commissioner Pct.4</u>		
Name: <u>Jennifer Fenoglio</u>		Title: <u>County Treasurer</u>		
TRADE CREDIT REFERENCES (List all major steel suppliers first) Important: MUST HAVE FAX #/EMAIL				
Supplier Name	City & State	Phone Number	FAX #/Email	
Luke's Ace Hardware	Nocona, Tx	(940) 825-3750	acemuenster@yahoo.com	
Cooke County Crushed Stone	Muenster, Tx	(940) 759-4104	ddenton85@gmail.com	
RDO Equipment Co.	Fort Worth, Tx	(877) 334-8014	RDOAR@rdoequipment.com	
TERMS AND CONDITIONS AND ACKNOWLEDGEMENT				
<p>The applicant acknowledges and agrees that all sales are on and subject to Norton Metals/Russel Metals terms and conditions of sale which the applicant has reviewed and are available at http://www.russelmetals.com/en/Tools/Pages/Terms_and_Conditions.aspx. Terms of sale call for payment in full of all accounts thirty (30) days from date of invoice unless otherwise specified, in writing, by the Seller. Default of payment will result in a 11/2% monthly interest charge (18% per annum) on all past due amounts. In the event of an N.S.F. check, a \$50.00 fee will be charged. Materials will not be accepted for returns unless authorized by the Seller.</p>				
AGREEMENT				
<p>In consideration of selling steel related products and services, the purchaser hereby grants as security for credit terms, a Purchase Money Security Interest in all steel related products and services sold to the Purchaser and Security Interest in the balance of all the personal property which is in, or will be in the possession of the Purchaser and its agent. Russel Metals Inc. shall have all remedies available under the Uniform Commercial Code and all other applicable legislation which includes the right to enforce remedies in accordance with applicable law as a secured party.</p>				
PRIVACY POLICY AND CONSENT				
<p>I acknowledge that you may collect personal information from me, as defined by the Personal Information Protection and Electronics Documents Act or other legislation. I also acknowledge that I am aware of Russel Metals Inc.'s Privacy Policy and its Statement for Customers, as located on its website at www.russelmetals.com; which documents are available for downloading for my information.</p>				
SIGNATURES				
<p>The applicant consents to the obtaining of credit information including banking information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof. The undersigned certifies the information given in the Application is warranted to be true and correct.</p>				
Authorized Signature: _____			Title: _____	
Printed Name: _____			Date: _____	
MUST BE SIGNED BY AN OFFICER OF THE APPLICANT, IF THE APPLICANT IS A CORPORATION.				

PERSONAL GUARANTY

1. IN CONSIDERATION OF Norton Metals division of JMS Russel Metals, Corp. (hereinafter "Creditor") extending credit to _____ (hereinafter "Customer"), the undersigned, (hereinafter "Guarantor") does hereby personally and if more than one, jointly and severally, guarantee unconditional, full and prompt payment by the Customer to the Creditor for all merchandise which has heretofore been and/or hereafter is purchased by the Customer, and for any other expense incidental to said transactions, including reasonable attorney fees and collection costs and surcharges due under and invoices issued by Creditor. The Guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said Guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the maximum legal rate from maturity of each invoice to the date of payment.
2. This is a guarantee of payment. The Creditor shall not be required first to exhaust or pursue any remedy it may have against the Customer.
3. This guarantee shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the Guarantor to the Creditor by registered mail, return receipt requested, and received by the Creditor at its offices. Upon such cancellation, the Guarantor shall remain liable for all goods theretofore shipped and for all goods theretofore ordered, although not shipped until after such cancellation.
4. The Guarantor hereby waives notice of (i) the acceptance of this guaranty by the Creditor, (ii) of any transactions with the Customer, (iii) of any changes of the terms, any extension of time, any extension of credit to Customer, and (iv) of any non-payment or defaults by Customer.
5. The Guarantor waives any right of set-off, recoupment or counterclaim, that he or she may possess against Creditor or which Guarantor may have against Customer. The Guarantor waives any right of subrogation against Customer of the Claim(s) of Creditor.
6. In any suit brought on this guaranty, Creditor shall only be required to establish the amount due to it from said Customer, and the books and records of the Creditor, when so proved, shall be conclusive evidence of the obligation of both the Customer and the undersigned.
7. The designation of "Guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREON.
8. This guaranty shall be construed pursuant to the laws of the State of Texas.

THIS IS A PERSONAL GUARANTY - SEE PARAGRAPH 7

WITNESS:

Signature:

Printed Name:

Date:

GUARANTOR(S):

Signature:

Printed Name:

Address:

Social Security #:

Date:

WITNESS:

Signature:

Printed Name:

Date:

GUARANTOR(S):

Signature:

Printed Name:

Address:

Social Security #:

Date:

NOTE: All Partners or Shareholders of Customer should sign

BANK REFERENCE REQUEST

Bank information: Name: Legend Bank
Contact name: Traci Robertson Phone: (940) 872-2221
Email: traci.robertson@Legend-bank.com FAX: _____

Customer Name: _____

NOTE TO BANK FROM NORTON METALS:

The name of your financial institution has been given as a reference by the customer listed above. We would appreciate your assistance in providing the following information. **All information provided will be held in strict confidence.**

ACCOUNT INFORMATION:

Date Account Opened: _____ Account Active? YES NO
Current Account Balance \$ _____ Average Daily Balance \$ _____
NSF Checks?: YES NO How many?: _____ How recent?: _____ Total NSF Amt. _____

LOAN HISTORY

Loan # _____ Type of Loan _____ Loan Active? YES NO
Is loan secured? YES NO Type of Security _____
Original Loan Amount _____ Present Balance _____
Monthly Payment Amount \$ _____ Payment Terms on Acct. _____ Net Days _____
Past Due Amount \$ _____ Days Past Due 1-30 31-60 61+

COMMENTS _____

Signature and Title _____ Date _____

PLEASE FAX THE COMPLETED FORM TO: 817.306.8855 or email to credit@nortonmetals.com

Thank you for your help

I authorize the release of this information to Norton Metals.

Signature

Printed Name

Date