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Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 08/22/24

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/action regarding the proposal from Cadence Bank to finance (4) 2025 Mack GR64F Dump Trucks.

Meeting Date Requested: (required) 8/27/24

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: August 7, 2024
CUSTOMER NAME: BURNET COUNTY
ADDRESS: 220 SOUTH PIERCE STREET
CITY/STATE/ZIP: BURNET, TX. 78611
CONTACT: KARIN SMITH
SALESMAN: RHETT RIEKEN

INVOICE NUMBER 44824

DESCRIPTION		AMOUNT
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC7SM044824	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC9SM044825	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC0SM044826	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	
YEAR/MODEL	MACK GR64F	\$ 170,000.00
VIN	1M2GR4GC2SM044827	
DESCRIPTION	M-DRIVE DUMP W/ OX BODY	

2025 MODEL BUYBACK IS 155,000 PER TRUCK
TIPS CONTRACT 230802

FEDERAL EXCISE TAX

SUBTOTAL	680,000.00
EXTENDED WARRANTY	
DELIVERY	
MISC. CREDIT	
EMISSIONS FEE	
STATE SALES TAX	
LICENSE & REGISTRATION	
TITLE FEE/INSPECTION	
DOT INSPECTION	160.00
DOCUMENTARY FEE	150.00
DEALER INVENTORY TAX	
FINANCE DOCUMENTARY FEE	
TOTAL PRICE	680,310.00

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:
YEAR/MODEL
VIN
DESCRIPTION
TRADE-IN ALLOWANCE
BALANCE OWED ON TRADE-IN
NET ALLOWANCE ON TRADE-IN

AMOUNT FINANCED 680,310.00

TOTAL PRICE \$ 680,310.00

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.



August 22, 2024

Burnet County, Texas
220 S Pierce Street
BURNET, TX 78611

Re: Master Lease No. 107953, Schedule No. 004
Four (4) New 2025 Mack GR64F Dump Trucks with Ox Bodies

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance
Attn: Julie Crabtree
1222 Rogers Ave
Fort Smith, AR 72901

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

*Please note that Cadence Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give Jonathan King a call at 228-223-4642.

Sincerely,

A handwritten signature in cursive script that reads "Julie Crabtree".

Julie Crabtree
Sales Support
Enclosure

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document

Instructions

Special Stipulations

Sign and Date

Exhibit A

Legal Counsel's Opinion -Original
Exhibit B Wet ink signature

Should be typed on counsel's letterhead
Should be the date the Delivery Order is signed

Delivery Order
Exhibit C

1st line - Date
2nd line - Date of Contract
C. Insert Buyer's fiscal year
E. Insert description of Equipment (if blank)
F. Insert location(s) of Equipment
Page 2 - Sign and Date

Equipment Acceptance Certificate
Exhibit D

4th line - Delivery Order Date
7th line - Date this acceptance signed
Sign and Date

Tax Exempt Certificate

Section 1. - Name of person authorized to sign
Contract and Delivery Order (review, complete,
sign and date)

Essential Use Letter

Type on your letterhead. Insert user of the Equipment
and the use/purpose of the Equipment

Disbursement Request Form

Sign and Date

Resolution
Original or Certified copy

Section 1. - Name of person authorized to sign
Contract and Delivery Order (review, complete,
sign and date)

Insurance Certificate or Statement

Send proof of Insurance

IRS Form 8038-G (or 8038-GC)

No. 2 - Buyer's Fed. I.D. Number

Invoice

☐ Advance rental ☒ Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

SPECIAL STIPULATIONS

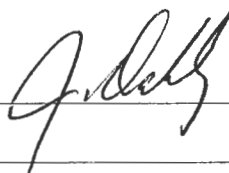
LESSOR: Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

Date: _____

LESSEE: Burnet County, Texas
220 S Pierce Street
Burnet, TX 78611

By:  _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

Re: Equipment Lease - Purchase Agreement dated July 25, 2023 and Lease Schedule No. 05
thereto, dated _____, by and between Cadence Equipment Finance, a division
of Cadence Bank, as Lessor, and Burnet County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Burnet County, Texas (the "Lessee") and pursuant to the
above-referenced transaction, I am familiar with the above-referenced Equipment Lease -
Purchase Agreement and Lease Schedule No. 05 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers
as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my
opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws
of the State of Texas, and has a substantial amount of at least one of the following sovereign
powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is
authorized by the Constitution and laws of the State of Texas to enter into the transactions
contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and
constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its
terms.

3. No further approval, consent or withholding of objections is required from any federal,
state or local government authority with respect to the entering into or performance by the
Lessee of the Agreement and the transactions contemplated thereby.

EXHIBIT B

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

LEASE SCHEDULE NO: 05

Dated as of: _____

To Agreement No: 107953

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of July 25, 2023 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of \$0 per month based on the amount of any Payments which remain unpaid for six (6) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

220 S Pierce Street, BURNET, TX 78611.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility under the Agreement with respect to a change in designation of the Agreement as a "qualified tax-exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended, will incur a rate of not less than 5.00%.

2. Loss of tax-exempt interest under the Agreement (as described in Section 2(d) of the Agreement) will incur a rate of not less than 5.00%.

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:

Cadence Equipment Finance, a division of
Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

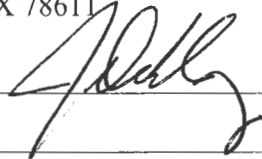
By: _____

Title: _____

LESSEE:

Burnet County, Texas

220 S Pierce Street
Burnet, TX 78611

By:  _____

Title: _____

Burnet County, Texas
107953 002-0070950-005

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 5.690%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/22/2024	680,310.00	1		
2	Lease Payment	09/22/2025	723,459.49	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	08/22/2024				680,310.00
2024 Totals		0.00	0.00	0.00	
1	09/22/2025	723,459.49	43,149.49	680,310.00	0.00
2025 Totals		723,459.49	43,149.49	680,310.00	
Grand Totals		723,459.49	43,149.49	680,310.00	

SCHEDULE A-1

Burnet County, Texas

Master Lease Number: 107953

Delivery Order Number: 70950-005

One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC7SM044824) with OX Dump Body (S/N: TBD)

One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC9SM044825) with OX Dump Body (S/N: TBD)

One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC0SM044826) with OX Dump Body (S/N: TBD)

One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC2SM044827) with OX Dump Body (S/N: TBD)

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of Cadence Bank

RE: Lease Schedule No. 005 dated _____ to Equipment Lease - Purchase Agreement dated July 25, 2023 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Burnet County, Texas, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Burnet County, Texas

By: 

Title: _____

Date: _____

EXHIBIT D.

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the _____ of Burnet County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of July 25, 2023, (the "Agreement") by and between Lessee and Cadence Equipment Finance, a division of Cadence Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year _____.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on _____.

8. In calendar year _____, Lessee had designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

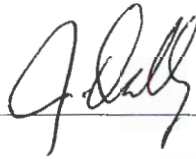
9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
_____.

Burnet County, Texas

By:  _____

Title: _____

**THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED
ON THE LESSEE'S LETTERHEAD.**

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

RE: Agreement No. 107953, dated July 25, 2023

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the

_____.
The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____

_____ and are deemed to be essential to the efficient operation of the
_____.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain Municipal Lease Contract No. 002-0070950-005 dated effective _____ between Burnet County, Texas and CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: East Texas Mack

Amount to disburse: \$680,310.00

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: [Signature]

Name: _____

Title: _____

Date: _____

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN
EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT
FINANCE, A DIVISION OF CADENCE BANK**

WHEREAS, County Commission, the Governing Body (the "Governing Body") of Burnet County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

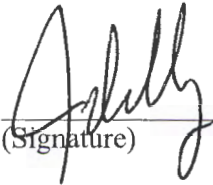
Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

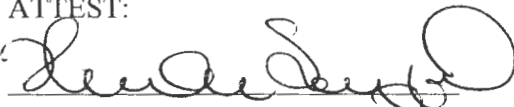
Section 7. The Lessee desires to designate the Agreement as a "qualified tax-exempt obligation" of the Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the _____ day of _____, _____.


(Signature)

ATTEST:

(SEAL)

107953

002-0070950-005

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the policies enumerated below have been issued to the Named Insured (Lessee).

Burnet County, Texas
220 S Pierce Street
Burnet, TX 78611

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC7SM044824) with OX Dump Body (S/N: TBD) , One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC9SM044825) with OX Dump Body (S/N: TBD) , One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC0SM044826) with OX Dump Body (S/N: TBD) , One (1) 2025 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC2SM044827) with OX Dump Body (S/N: TBD)

Lessee shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of Cadence Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of Cadence Bank and the Lessee.

Policy Number _____
Insurance Company _____
Policy Period Effective Date _____ Expiration Date _____
Amount of Insurance _____ Deductible (if any) 5,000 (MAX) _____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of Cadence Bank
P.O. Box 863329
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of Cadence Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

(SIGNATURE OF INSURANCE REPRESENTATIVE)

DATE

PHONE

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name Burnet County, Texas		2 Issuer's employer identification number (EIN) 74-6000454	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 220 S Pierce Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code BURNET, TX 78611		7 Date of issue	
8 Name of issue Municipal Lease Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► Four (4) New 2025 Mack GR64F Dump Trucks with Ox Bodies	18 680,310.00
19a If bonds are TANs or RANs, check only box 19a	☐
b If bonds are BANs, check only box 19b	☐
20 If bonds are in the form of a lease or installment sale, check box	☐

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$ 680,310.00	\$	1 years	5.69 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			