22

BURNET COUNTY AGENDA ITEM REQUEST FORM

MEETING DATE: 11/25/25
GENERAL DESCRIPTION OF ITEM: Cadence Lease

THIS ITEM REPRESENTS A:

- ☐ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☑ Follow-up to previously discussed
- ☐ Item
- ☐ Special item
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER: Commissioner Chad Collier

BUDGETARY IMPACT OF AGENDA ITEM:

Total Estimated Cost:		
Source Funds:		
Is item already included in fiscal year budget?	Yes ☐	No ☑
Does item represent a new expenditure?	Yes ☑	No ☐
Does item represent a pass-through purchase?	Yes ☐	No ☑
If so, pass-through entity		
Procurement Needed:	Yes ☑	No ☐

ACTIONS REQUESTED: Approval to sign and execute all necessary documents and actions to enter the lease agreement and conduct a roll call vote for the East Texas Mack Buy Back Program for RB3's additional 2026 Mack GR64F dump truck.

LIST BACK-UP DOCUMENTS ATTACHED *(names of documents and/ or files)*: RB3 - Cadence Lease Docs

LIST BACK-UP DOCUMENTS NOT ATTACHED (*to be sent by Friday at noon prior to the meeting date requested*): ______

______
Elected Official/Department Head

DATE and TIME: ______

Approved:

By [signature]
County Judge 11/25/25

OR

By ______
Commissioner Pct. ____

All contracts, contract amendments, staff agreement, grant applications, memorandums of understanding, and interlocal agreements must be submitted to the Burnet County Auditor and complete a compliance review before being placed on the Commissioners Court agenda.

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than noon on Tuesday prior to the meeting date requested. If a Burnet County Holiday falls within 72 working hours before that Tuesday, the deadline will be moved earlier to ensure compliance with Government Code § 551.043.

CADENCE Bank

November 12, 2025

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

Re: Master Lease No. 107953, Schedule No. 70950-007

One (1) New 2026 Mack GR64F Dump Truck with Ox Body

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
Julie Crabtree
17 Hwy 64 E
Alma, AR 72921

*Please be sure to enclose the original Counsel's Opinion Letter along with our 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,

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document	**Instructions**
Special Stipulations	Sign and Date
Exhibit A	
Legal Counsel's Opinion Exhibit B	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
Resolution	Section 1. - Name of person authorized to sign Contract and Delivery Order (review, complete, sign and date)
IRS Form 8038-G (or 8038-GC)	No. 2 - Buyer's Fed. I.D. Number
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
Invoice	__ Advance rental X Payments in arrears
Insurance Certificate or Statement	Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of Cadence Bank
17 Highway 64 East
Alma, AR 72921

107953 70950-007

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of Cadence Bank
17 Highway 64 East
Alma, AR 72921

By: ______________________

Title: ______________________

Date: ______________________

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

By: ______________________

Title: County Judge

Date: 11/25/25

--NONE--

EXHIBIT A

107953 70950-007

LEASE SCHEDULE NO: 07

Dated as of: 11/25/25 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 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from October 1 to September 30

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: One (1) 2026 Mack PI64 Tractor/Truck (VIN: 1M2PN4GC8TM020464) with OX Dump Bed (S/N: TBD)

EXHIBIT C

BURNET COUNTY ATTORNEY'S OFFICE

Victim Services
Hot Checks Division

Criminal Division
Civil Division

107933 70950-007

Cadence Equipment Finance,
a division of Cadence Bank
17 Highway 64 East
Alma, AR 72921

Eddie Arredondo
Burnet County Attorney

Re: Equipment Lease - Purchase Agreement dated July 25, 2023 and Lease Schedule No. 07 thereto, dated November 25, 2025, 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. 07 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.

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,

Burnet County Attorney

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:	LESSEE:
Cadence Equipment Finance, a division of Cadence Bank 17 Highway 64 East Alma, AR 72921	Burnet County, Texas 220 S Pierce Street Burnet, TX 78611
By: ______________	By: ______________
Title: ______________	Title: County Judge

SCHEDULE A

Burnet County, Texas
107953 002-0070950-007

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 4.840%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	11/12/2025	175,040.00	1		
2	Lease Payment	12/12/2026	184,443.35	1		

TValue Amortization Schedule - Normal, 30E3/360

Date	Lease Payment	Interest	Principal	Balance
Lease 11/12/2025				175,040.00
2025 Totals	**0.00**	**0.00**	**0.00**	
1 12/12/2026	184,443.35	9,403.35	175,040.00	0.00
2026 Totals	**184,443.35**	**9,403.35**	**175,040.00**	
Grand Totals	**184,443.35**	**9,403.35**	**175,040.00**	

107953 70950-007

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the County Judge 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 2025.

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 11/25/25.

8. In calendar year 2025, Lessee had designated $ 175,040.00 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 2025 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 2025 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.

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of Cadence Bank

RE: Lease Schedule No. 007 dated 11/25/25 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: [signature]

Title: County Judge

Date: 11/25/25

EXHIBIT D

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

IN WITNESS WHEREOF, I have set my hand this 25th day of November, 2025.

Burnet County, Texas

By: [signature]

Title: County Judge

BURNET COUNTY AUDITOR

133 E. JACKSON ST.
BURNET, TEXAS 78611
512-756-5495

Cadence Equipment Finance,
a division of Cadence Bank
17 Highway 64 East
Alma, AR 72921

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 Burnet County Road + Bridge precinct 3. The equipment will not be used in any private business or put to any private business use. The functions of the equipment will include road maintenance + repair and are deemed to be essential to the efficient operation of the Burnet County Road + Bridge precint 3.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain Municipal Lease Contract No. 002-0070950-007 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: $175,040.00

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: Bryan Wilson

Title: County Judge

Date: 11/25/25

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 Bryan Wilson (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 2025.

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, Chad Collier moved that the foregoing resolution be adopted. Damon Beierle seconded the motion for its adoption. The Bryan Wilson put the question to a roll call vote and the result was as follows:

Jim Luther	Voted: Aye
Damon Beierle	Voted: Aye
Chad Collier	Voted: Aye
Joe Don Dockery	Voted: Aye
Bryan Wilson	Voted: Aye
	Voted:
	Voted:

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the 25th day of November, 2025.

(Signature)

ATTEST:

(SEAL)

COUNTY COURT OF BURNET COUNTY TEXAS

107953

002-0070950-007

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the polices 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) 2026 Mack PI64 Tractor/Truck (VIN: 1M2PN4GC8TM020464) with OX Dump Bed (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 ______________

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

Certificate of Liability Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 11/13/2025

The Texas Association of Counties Risk Management Pool (Pool) is created by Chapter 119 of the Local Government Code to enable each county or county related governmental entity to provide self-insurance coverage against liability claims. The specified member participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

Burnet County
220 S Pierce St Rm 1
Burnet, TX 78611-3136

Cadence Equipment Finance, a division of Cadence Bank
PO Box 863329
Plano, TX 75086

This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

AUTO LIABILITY

Effective Date: 11/13/2025 Expiration Date: 04/01/2026

- [x] Scheduled Autos
- [x] Hired/Non-Owned

Bodily Injury (per person)	$100,000
Bodily Injury (per occurrence)	$300,000
Property Damage (per occurrence)	$100,000

AUTO PHYSICAL DAMAGE

Effective Date: 11/13/2025 Expiration Date: 04/01/2026

- [x] Comprehensive
- [x] Collision
- [x] Loss Payee

Auto Physical Damage - Property Damage (Actual Cash Value)	$175,040
Deductible	$2,500

2026 MACK P164 DUMP TRUCK W/OX BODY 1M2PN4GC8TM020464

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties

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.	

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): 746000454
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 ▶ One (1) New 2026 Mack GR64F Dump Truck with Ox Body	18	175,040.00
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		$ 175,040.00	$ N/A	1 years	4.84%

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)	