



## CADENCE EQUIPMENT FINANCE

5/29/2024

Polk County, TX louis.ploth@co.polk.tx.us

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: Polk County, TX
3. Equipment Description: Eight (8) New 2025 Mack Dump Trucks
4. Equipment Cost: \$1,376,470.00
5. Lease Term: 13 months
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
Pay off at any time with no penalty  
  
1 payment in 13 months of \$1,462,196.81  
Arrears
7. Lease Rate: 5.59%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to the prime rate increasing above 8.50%. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 6/29/2024. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

*Jonathan King*  
Municipal Territory Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: *[Signature]* Polk County Judge  
Title

Date: 07/30/2024



EAST TEXAS MACK SALES LLC  
 2934 STATE HIGHWAY 31N  
 LONGVIEW, TX 75603  
 P: (800) 441-8505  
 WWW.EAST-TEXAS-MACK.COM  
 Dealer Code: F291

**BILL TO**  
 POLK COUNTY  
 600 E CHURCH ST # 108  
 LIVINGSTON, TX 77351  
 P:  
 F:

**DELIVER TO**  
 POLK COUNTY  
 600 E CHURCH ST # 108  
 LIVINGSTON, TX 77351  
 P:  
 F:

**SALES QUOTE: VA101000617**

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
7/25/2024	QUOTE	5/29/2024	5/29/2024	G.RIEKEN	

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136072	PRICE
2025 - MACK - GR64F	1M2GR4GC8SM044816		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Doc Fee		150.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,190.00</b>

CADENCE EQUIPMENT FINANCE  
 1222 ROGERS AVENUE  
 FORT SMITH, AR 72901

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136157	PRICE
2025 - MACK - GR64F	1M2GR4GC6SM044815		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136158	PRICE
2025 - MACK - GR64F	1M2GR4GCXSM044817		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>



SALES QUOTE: VA101000617

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136296	PRICE
2025 - MACK - GR64F	1M2GR4GCXSM044820		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136301	PRICE
2025 - MACK - GR64F	1M2GR4GC3SM044822		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136335	PRICE
2025 - MACK - GR64F	1M2GR4GC3SM044819		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>

**NEW**

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136336	PRICE
2025 - MACK - GR64F	1M2GR4GC1SM044821		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>



SALES QUOTE: VA101000617

NEW

YR - MAKE - MODEL	SERIAL NUMBER / ITEM DESCRIPTION	UNIT#: 136467	PRICE
2025 - MACK - GR64F	1M2GR4GCSSM044823		
	Vehicle - Price		172,000.00
	Federal Excise Tax		0.00
	2025 MACK DUMP WITH OX BODY		0.00
	Inspection Fee/DOT		40.00
	Title Fee		0.00
	Title Fee		0.00
<b>Total Price</b>			<b>\$172,040.00</b>

SALES PRICE	\$1,376,470.00
TAX	+ \$0.00
TOTAL PRICE	= \$1,376,470.00
LESS TRADE IN	= \$0.00
LESS DOWNPAYMENT	= \$0.00
UNPAID BALANCE	= \$1,376,470.00

x *Assumpcy* x  
 Buyer Signature Seller Signature  
07/30/24 \_\_\_\_\_  
 Date Date

**Please Remit Payment To:**  
**EAST TEXAS MACK SALES LLC**  
**PO BOX 2867**  
**LONGVIEW TX, 75606**



June 11, 2024

Polk County, Texas  
602 E Church Street, Ste 108  
Livingston, TX 77351

Re: Master Lease No. 7319, Schedule No. 030  
Eight (8) 2025 Mack GR64F Tractor/Truck with OX Dump 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  
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 1<sup>st</sup> 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

<u>Document</u>	<u>Instructions</u>
Special Stipulations <u>Exhibit A</u>	Sign and Date
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
Lease Schedule 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
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 Sign and Date
Invoice	<input type="checkbox"/> Advance rental <input checked="" type="checkbox"/> 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: Polk County, Texas  
602 E Church Street, Ste 108  
Livingston, TX 77351

By: *Murphy*

Title: County Judge

Date: 07/30/24

--NONE--

EXHIBIT A



**Michael D. Matthews II**

**ATTORNEY AT LAW**

12222 Longs Peak Lane

Humble, Texas 77346

bellmar21@hotmail.com

July 30, 2024

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

Re: Equipment Lease - Purchase Agreement dated March 29, 2022 and Lease Schedule No. 29 thereto, dated 07/30/24, by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Polk County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Polk 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. 29 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,



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Michael D. Matthews II  
Attorney for Lessee, Polk County, Texas

**LEASE SCHEDULE NO: 030**Dated as of: 07/30/24

To Agreement No: 7319

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of March 29, 2022 (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 10/1/23 to 9/30/24.

**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.

602 E Church Street, Ste 108, LIVINGSTON, TX 77351.

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:

Polk County, Texas

602 E Church Street, Ste 108  
Livingston, TX 77351

By: *Murphy*

Title: Polk County Judge

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 5.590%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	06/11/2024	1,376,470.00	1		
2 Lease Payment	07/11/2025	1,462,196.84	1		

**TValue Amortization Schedule - Normal, 30E3/360**

Date	Lease Payment	Interest	Principal	Balance
Lease 06/11/2024				1,376,470.00
<b>2024 Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1 07/11/2025	1,462,196.84	85,726.84	1,376,470.00	0.00
<b>2025 Totals</b>	<b>1,462,196.84</b>	<b>85,726.84</b>	<b>1,376,470.00</b>	
<b>Grand Totals</b>	<b>1,462,196.84</b>	<b>85,726.84</b>	<b>1,376,470.00</b>	

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**Polk County Eight New Trucks**


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Compounding Period: Monthly

Nominal Annual Rate: 5.590%

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	End Date
1 Loan	07/15/2024	1,376,470.00	1		
2 Payment	08/15/2025	1,462,196.81	1		

**TValue Amortization Schedule - Normal, 30E3/360**

	Date	Payment	Interest	Principal	Balance
Loan	07/15/2024				1,376,470.00
<b>2024 Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1	08/15/2025	1,462,196.81	85,726.81	1,376,470.00	0.00
<b>2025 Totals</b>		<b>1,462,196.81</b>	<b>85,726.81</b>	<b>1,376,470.00</b>	
<b>Grand Totals</b>		<b>1,462,196.81</b>	<b>85,726.81</b>	<b>1,376,470.00</b>	

**SCHEDULE A-1**

Polk County, Texas

Master Lease Number: 7319

Delivery Order Number: 70320-030

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

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

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

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

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

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

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

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

**EQUIPMENT ACCEPTANCE NOTICE**

**TO:** Cadence Equipment Finance, a division of Cadence Bank

**RE:** Lease Schedule No. 030 dated 07/30/24 to Equipment Lease - Purchase Agreement dated March 29, 2022 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Polk 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:

Polk County, Texas

By: 

Title: Polk County Judge

Date: 07/30/24

EXHIBIT D





**SYDNEY MURPHY**  
COUNTY JUDGE

July 30, 2024

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

RE: Equipment Lease-Purchase Agreement 7319, dated March 29, 2022 and Lease Schedule No.030, dated 07/30/2024 (together, the "Agreement")


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 Road & Bridge Precinct 1, 2, 3 & 4 Commissioners.

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

The functions of the equipment will include transporting and delivering materials such as gravel, sand, dirt, and asphalt necessary for the construction, maintenance, and repair of roads and bridges and are deemed to be essential to the efficient operation of the Road & Bridge Commissioners.

Sincerely,

  
Sydney Murphy  
Polk County Judge

DISBURSEMENT REQUEST

Pursuant to that certain Municipal Lease Contract No. 002-0070320-030 dated effective \_\_\_\_\_ between Polk 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:** \$1,376,470.00

**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:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

WHEREAS, Commissioners Court (the "Governing Body") of Polk 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 Sydney Murphy (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 2024.

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.

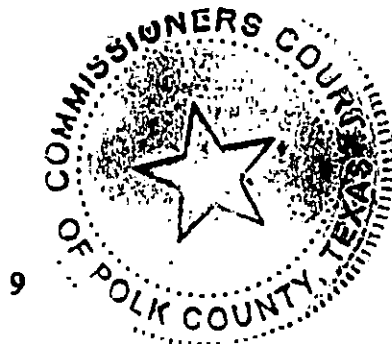
Following the reading of the foregoing resolution, G. Robertson moved that the foregoing resolution be adopted. M. DuBose seconded the motion for its adoption. The County Judge put the question to a roll call vote and the result was as follows:

<u>Guylene Robertson</u>	Voted: <u>yes</u>
<u>Mark DuBose</u>	Voted: <u>yes</u>
<u>Milt Purvis</u>	Voted: <u>yes</u>
<u>Jerry Cassity</u>	Voted: <u>yes</u>
<u>Sydney Murphy</u>	Voted: <u>yes</u>
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the 30th day of July, 2024.

[Signature]  
(Signature)

ATTEST:  
[Signature]  
(SEAL)



**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Polk County, Texas</b>		2 Issuer's employer identification number (EIN) <b>74-6001621</b>
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)	Room/suite	5 Report number (For IRS Use Only)
<b>602 E Church Street, Ste 108</b>		<b>3 1 7 4</b>
6 City, town, or post office, state, and ZIP code <b>Livingston, TX 77351</b>		7 Date of issue
8 Name of issue <b>Municipal Lease Purchase</b>		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

<b>Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.</b>	
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 ► <b>Eight (8) 2025 Mack GR64F Tractor/Truck with OX Dump Body</b>	18 <b>1,376,470.00</b>
19a If bonds are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>
b If bonds are BANs, check only box 19b . . . . .	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box . . . . .	<input type="checkbox"/>

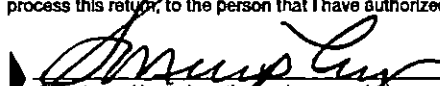
<b>Part III Description of Bonds. Complete for the entire issue for which this form is being filed.</b>				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		<b>\$ 1,376,470.00</b>	<b>\$</b>	<b>1</b> years
				<b>5.59</b> %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
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

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
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)	_____

**Part VI Miscellaneous**

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

<b>Signature and Consent</b>	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	07/30/24 Date	Smurphy Polk County Judge Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.