

**Muskogee County, OKLAHOMA**

**LEASE PURCHASE AGREEMENT**

This agreement is made this **February 13, 2023** by and between the Board of County Commissioners of **Muskogee County**, Oklahoma, designated throughout this agreement as the Lessee, and **Stuteville Ford**, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

<b><u>Make</u></b>	<b><u>Model</u></b>	<b><u>Description</u></b>	<b><u>Serial #</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Lease Purchase Price</u></b>
2021 Chevrolet	2500HD	Silverado	1GB3YSE78MF230058	1	\$48,000.00	\$48,300.00

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$906.53** per **month**, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option To Renew

The Lessee is hereby granted **4** successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of **7** months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option To Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the equipment. In the alternative, the lessee, at it's sole and exclusive option, may purchase the equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single final payment of see schedule. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Delivery And Return Of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee..

VIII. Repairs And Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the united States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

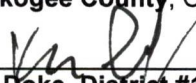
XV. Entire Agreement Of The Parties And Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

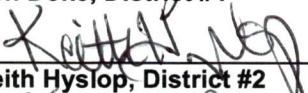
XVI. Choice Of Law

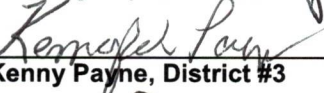
This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Muskogee County, State of Oklahoma.

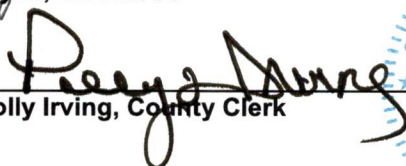
Approved by the Board of County Commissioners At  
**Muskogee County**, Oklahoma

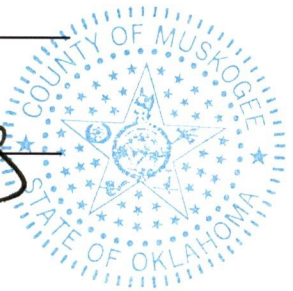
  
\_\_\_\_\_  
**Ken Doke, District #1**

FOR THE LESSOR: **Stuteville Ford**

  
\_\_\_\_\_  
**Keith Hyslop, District #2**

  
\_\_\_\_\_  
**Kenny Payne, District #3**

ATTEST:   
\_\_\_\_\_  
**Polly Irving, County Clerk**



## SCHEDULE OF RENTAL PAYMENTS

Lease No. 124822

This Schedule is executed by **Stuteville Ford** ("Lessor") and **Muskogee County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **February 13, 2023** ("Lease"), between Lessor and Lessee.

**EQUIPMENT LOCATION: Wainwright Fire**

**PAYMENT SCHEDULE:**

**RATE: 4.77%**

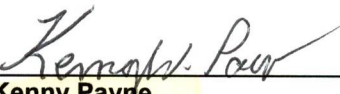
**Equipment Cost \$48,000.00 + Doc Fee \$300.00 = \$48,300.00**

	Date	Payment	Interest	Principal	Balance
Loan	2/13/2023				48,300.00
1	3/13/2023	906.53	177.08	729.45	47,570.55
2	4/13/2023	906.53	193.09	713.44	46,857.11
3	5/13/2023	906.53	184.06	722.47	46,134.64
4	6/13/2023	906.53	187.26	719.27	45,415.37
5	7/13/2023	906.53	178.39	728.14	44,687.23
6	8/13/2023	906.53	181.39	725.14	43,962.09
7	9/13/2023	906.53	178.44	728.09	43,234.00
8	10/13/2023	906.53	169.83	736.70	42,497.30
9	11/13/2023	906.53	172.50	734.03	41,763.27
10	12/13/2023	906.53	164.05	742.48	41,020.79
11	1/13/2024	906.53	166.50	740.03	40,280.76
12	2/13/2024	906.53	163.50	743.03	39,537.73
13	3/13/2024	906.53	150.13	756.40	38,781.33
14	4/13/2024	906.53	157.41	749.12	38,032.21
15	5/13/2024	906.53	149.39	757.14	37,275.07
16	6/13/2024	906.53	151.30	755.23	36,519.84
17	7/13/2024	906.53	143.45	763.08	35,756.76
18	8/13/2024	906.53	145.14	761.39	34,995.37
19	9/13/2024	906.53	142.05	764.48	34,230.89
20	10/13/2024	906.53	134.46	772.07	33,458.82
21	11/13/2024	906.53	135.81	770.72	32,688.10
22	12/13/2024	906.53	128.40	778.13	31,909.97
23	1/13/2025	906.53	129.52	777.01	31,132.96
24	2/13/2025	906.53	126.37	780.16	30,352.80
25	3/13/2025	906.53	111.28	795.25	29,557.55
26	4/13/2025	906.53	119.97	786.56	28,770.99
27	5/13/2025	906.53	113.01	793.52	27,977.47
28	6/13/2025	906.53	113.56	792.97	27,184.50
29	7/13/2025	906.53	106.78	799.75	26,384.75
30	8/13/2025	906.53	107.10	799.43	25,585.32
31	9/13/2025	906.53	103.85	802.68	24,782.64
32	10/13/2025	906.53	97.35	809.18	23,973.46
33	11/13/2025	906.53	97.31	809.22	23,164.24
34	12/13/2025	906.53	90.99	815.54	22,348.70

35	1/13/2026	906.53	90.71	815.82	21,532.88
36	2/13/2026	906.53	87.40	819.13	20,713.75
37	3/13/2026	906.53	75.94	830.59	19,883.16
38	4/13/2026	906.53	80.71	825.82	19,057.34
39	5/13/2026	906.53	74.86	831.67	18,225.67
40	6/13/2026	906.53	73.98	832.55	17,393.12
41	7/13/2026	906.53	68.32	838.21	16,554.91
42	8/13/2026	906.53	67.20	839.33	15,715.58
43	9/13/2026	906.53	63.79	842.74	14,872.84
44	10/13/2026	906.53	58.42	848.11	14,024.73
45	11/13/2026	906.53	56.93	849.60	13,175.13
46	12/13/2026	906.53	51.75	854.78	12,320.35
47	1/13/2027	906.53	50.01	856.52	11,463.83
48	2/13/2027	906.53	46.53	860.00	10,603.83
49	3/13/2027	906.53	38.88	867.65	9,736.18
50	4/13/2027	906.53	39.52	867.01	8,869.17
51	5/13/2027	906.53	34.84	871.69	7,997.48
52	6/13/2027	906.53	32.46	874.07	7,123.41
53	7/13/2027	906.53	27.98	878.55	6,244.86
54	8/13/2027	906.53	25.35	881.18	5,363.68
55	9/13/2027	906.53	21.77	884.76	4,478.92
56	10/13/2027	906.53	17.59	888.94	3,589.98
57	11/13/2027	906.53	14.57	891.96	2,698.02
58	12/13/2027	906.53	10.60	895.93	1,802.09
59	1/13/2028	906.53	7.31	899.22	902.87
60	2/13/2028	906.53	3.66	902.87	0.00
Grand Totals		54,391.80	6,091.80	48,300.00	

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

**LESSEE: Muskogee County**

BY:   
Kenny Payne

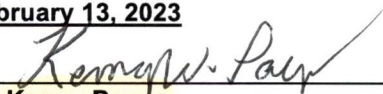
TITLE: Commissioner Chairman

**CERTIFICATE OF ACCEPTANCE**

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner Chairman, for **Muskogee County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **February 13, 2023**, (the "Lease"), by and between the **Stuteville Ford**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **March 13, 2023**, and the **13th** of each **month** thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **2021 Chevrolet Commercial 2500HD Silverado 4wd V8 Flat Bed, White VIN#1GB3YSE78MF230058**

DATED: **February 13, 2023**

By:   
**Kenny Payne**

Title: **Commissioner Chairman**

(To be executed and delivered at the time of delivery of the Equipment)

**INSURANCE COVERAGE REQUIREMENTS**

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as **February 13, 2023** ("Lease") by **Stuteville Ford** ("Lessor") and **Muskogee County** ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase Agreement and all rights to the **Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373**. Lessee has instructed their insurance agent named below (please fill in name, address and telephone number)

**Company:** **Burrows Agency**

**Address:** **307 West Patti Page Blvd, Claremore, OK 74017**

**Telephone:** **918-341-2196**

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.  
Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

- \$500,000.00 per person
- \$500,000.00 aggregate bodily injury liability
- \$300,000.00 property damage liability

or

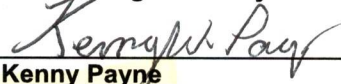
Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

**Cost: \$48,000.00**

**Equipment Description: 2021 Chevrolet Commercial 2500HD Silverado 4wd V8 Flat Bed, White  
VIN#1GB3YSE78MF230058**

**Equipment Location: Wainwright Fire**

Lessee: **Muskogee County**

By:   
**Kenny Payne**

Title: **Commissioner Chairman**

**OPINION OF COUNSEL**

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated **February 13, 2023** by and between Lessor and Lessee. I am of the opinion that:

(i) Lessee is a tax exempt entity under section 103 of the Internal Revenue Code of 1986, as amended; (ii) the execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease or the ability of Lessee to perform its obligations under the Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and (v) all required public bidding procedures regarding the award of the Lease have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease.

Counsel for Lessee: Greg Edwards  
By: Larry Edwards  
Title: District Attorney  
Date: 2/13/23



**CERTIFICATE WITH RESPECT TO  
QUALIFIED TAX-EXEMPT OBLIGATION**

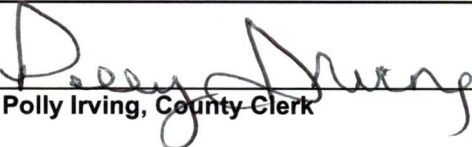
1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of **Oklahoma** and the Lease is being issued by Lessee in calendar year 2022-2023.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2022-2023 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2022-2023 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

**IN WITNESS WHEREOF**, I have set my hand this **February 13, 2023**.

Lessee: **Muskogee County**

By:   
\_\_\_\_\_ **Kenny Payne**

Title: **Commissioner Chairman**  
\_\_\_\_\_

Attest:   
\_\_\_\_\_ **Polly Irving, County Clerk**

February 13, 2023

**Muskogee County**  
**400 W. Broadway**  
**Muskogee, OK 74402**

Re: Lease Purchase Agreement For Equipment dated **February 13, 2023**, between **Stuteville Ford**, Lessor, and **Muskogee County**, Lessee.

Dear Board of County Commissioners:

Please be advised that **Stuteville Ford** has assigned and transferred to Welch State Bank, all of its right, title and interest in and to the above-described Lease Purchase Agreement For Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

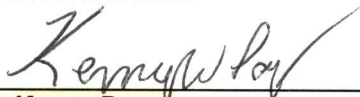
Welch State Bank  
P.O. Box 129  
Welch, OK 74369

Please acknowledge your receipt of this notice by returning a copy, signed by a duly authorized officer in the space provided below.

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:



By: **Kenny Payne**

Title: **Commissioner Chairman**

By: **Sherri Mount, Senior Vice President**

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE entered into this **February 13, 2023** by and between **Stuteville Ford** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

IN CONSIDERATION of the mutual agreements and understandings herein contained, in consideration of One Dollar (\$1.00) and other good valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated **February 13, 2023** and entered into by and between Assignor and the Board of County Commissioners of **Muskogee County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

2. Assignor represents, warrants and covenants to Assignee as follows:

(A) The Lease has been duly and validly executed by all parties thereto.

(B) No act of default in the Lease has occurred to date since the execution of this Assignment.

3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.

4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ASSIGNOR: **Stuteville Ford**

ASSIGNEE: **Welch State Bank**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Sherri Mount, Senior Vice President**

WELCH STATE BANK



# INVOICE

396 S. Commercial  
PO Box 129  
Welch, OK 74369  
Ph. 918-788-3373  
Fax 918-788-3364

February 13, 2023

**To: Muskogee County  
Wainwright Fire  
400 W. Broadway  
Muskogee, OK 74402**

**Reference: Lease/Purchase #124822**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 124822 - Payment #1 per Payment Schedule 2021 Chevrolet Commercial 2500HD Silverado 4wd V8 Flat Bed, White VIN#30058	\$906.53
<b>Total Due</b>		<b>\$906.53</b>
<b>Date Due:</b>		<b>March 13, 2023</b>

**THANK YOU FOR YOUR BUSINESS!**

**Please remit payment to: Welch State Bank  
PO Box 129  
Welch, OK 74369**

-----  
**CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT**  
-----

Payment #	Account #	Due Date	Amount Due
1	124822	March 13, 2023	\$906.53

Welch State Bank  
PO Box 129  
Welch, OK 74369

**Muskogee County  
Wainwright Fire**

2021 Chevrolet Commercial 2500HD  
Silverado 4wd V8 Flat Bed, White VIN#30058

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

**Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**  
Go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC) for instructions and the latest information.

**Part I Reporting Authority** Check box if **Amended Return**

1 Issuer's name  
**Muskogee County**

2 Issuer's employer identification number (EIN)  
**73-6006395**

3 Number and street (or P.O. box if mail isn't delivered to street address) Room/suite  
**400 W. Broadway**

4 City, town, or post office, state, and ZIP code  
**Muskogee, OK 74402**

5 Report number (For IRS Use Only)  
**000**

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information  
**Polly Irving, County Clerk**

7 Telephone number of officer or legal representative

**Part II Description of Obligations** Check one box:  Single issue  Consolidated return

8a Issue price of obligation(s) (see instructions)	8a	48,300.00
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ <u>02/13/2023</u>		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	48,300.00
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: Welch State Bank

13 Vendor's or bank's employer identification number: 73-0504830

**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(s) that I have authorized above.

Signature of issuer's authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Type or print name and title: **Kenny Payne, Commissioner Chairman**

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**Future Developments**  
For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC).

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**  
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.  
Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.  
**Filing a separate return for a single issue.**  
Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.  
An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.  
Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



145 GEORGE GUESS RD.  
TAHLEQUAH, OK 74464  
(918) 456-6143

DATE 02/06/2023		SALESPERSON SHERRI M CLARKE	
PURCHASER'S NAME WAINRIGHT FIRE DEPARTMENT			
STREET ADDRESS 110 N MAIN ST			
CITY WAINRIGHT		STATE OK	ZIP 74468
RESIDENCE PHONE (918)270-3587		BUSINESS PHONE	

SOCIAL SECURITY NO.	DRIVERS LICENSE	BIRTH DATE

### TRADE-IN RECORD

PLEASE ENTER MY ORDER FOR THE FOLLOWING  
 NEW  USED  DEMONSTRATOR  CAR  TRUCK

YEAR	MAKE	MODEL	TYPE	COLOR
------	------	-------	------	-------

YEAR 2021	MAKE CHEVROLET TRUCK	SERIES SILVERADO	TYPE 4WD REG 1
--------------	-------------------------	---------------------	-------------------

VIN #	TITLE #
-------	---------

COLOR SUMMIT WHI	UPPER 	TRIM WORK TRUCK	FACT. ORDER # MILES 16379
---------------------	-----------	--------------------	------------------------------

TAG #	STATE	STICKER #	INSPECTION EXP. DATE	EXP. DATE
-------	-------	-----------	-------------------------	-----------

STOCK NO. 34199D	V.I.N. # 1GB3YSE78MF230058	TO BE DELIVERED ON OR ABOUT 02/06/23
---------------------	-------------------------------	---

BALANCE OWED (Good Until \_\_\_\_\_) \$ \_\_\_\_\_

PRICE OF VEHICLE → \$ 47701.00

BALANCE OWED TO \_\_\_\_\_ VERIFIED BY \_\_\_\_\_

ACCESSORIES:				

Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.

**DOES YOUR TRADE-IN TITLE SHOW SALVAGE REBUILT OR JUNKED?**  
 Yes \_\_\_\_\_ (C.I.)  No \_\_\_\_\_ (C.I.)

Purchaser warrants (guarantees) that the vehicle has not been flood damaged or has insurance dated title or has been declared a total loss for insurance purposes. \_\_\_\_\_ (C.I.)

#### WARRANTY INFORMATION

**NEW OR DEMONSTRATOR:** If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.

Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

**USED:** If the Vehicle is a used vehicle, the Vehicle is sold by Dealer AS IS - WITH ALL FAULTS.

**ALL VEHICLES:** WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHED BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

DEALER INSTALLED EQUIP:  
 TIRES: \_\_\_\_\_ SIZE: \_\_\_\_\_  
 LICENSE PLATE #: \_\_\_\_\_

TOTAL DELIVERED PRICE	47701.00
TRADE-IN ALLOWANCE	N/A

CASH PRICE OR TRADE DIFFERENCE	47701.00
--------------------------------	----------

PLUS: PAY OFF ON TRADE VEHICLE	N/A
PLUS: EXTENDED SERVICE AGREEMENT	N/A
PLUS: PROCESSING FEES	299.00

TOTAL BALANCE	48000.00
LESS INITIAL PAYMENT	N/A

RECT NO.	CA	CK	
CASH DUE ON DELIVERY			N/A

TOTAL DOWN PAYMENT	N/A
BALANCE DUE ON DELIVERY	48000.00

Terms of Payment of Balance Due on Delivery:  
 CASH \$ 48000.00  CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED BY: PURCHASER X PURCHASER X

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER, READ IT CAREFULLY.