REIMBURSEMENT CERTIFICATE EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF IH-35/SH 29 Turnaround Bridges PTT0015-08-122

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on <a href="Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on <u>December 23</u>, <u>2008</u>, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

<u>Section 1</u>. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$_7,302.45_ for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

[ALTERNATIVE SENTENCES]

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date: 12/23/08

County Judge

Exhibit "A"

IH-35/SH 29 Turnaround Bridges, PTT0015-08-122

(Invoice attached)

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WILLIAMSON COUNTY CONSTRUCTION ESTIMATE SUMMARY INVOICE

V# 15864 Cous PTT 0015-08-122 OTT 0013-4 1020

BA: BOT		4	OTT PEL			
CONTRACTOR: Austin Bridge & Rend		PROJECT NO.	07W	2-4 longs		
VENDOR NO.		PROJECT NAME:	/ IH-36-00-38	2021 mararoundset		
ADDRESS: Road	and the Second Control of the Second Control		7-Au 3 97			
Adstra Torse Tirks	CSJ NUMBER:	V 0015 08 12				
CONTACT PERSON: Darin Stiers	ESTIMATE/INVOICE NO.	13 38 13	TAMSON COUNTY			
TELEPHONE # 279-5776		BILLING PERIOD: FROM	Appro	INVOICE TO: 31.0 108		
	CONTRACT FEE S	UMMARY	Fundir	ng Source: GO CO		
ORIGINAL TOTAL CONTRACT AMOUNT:	\$3,673,982.79_ V			Other:		
APPROVED CHANGE ORDERS:	<u> </u>	CHANGE IN ORGIN	AL CONTRACT -3.4			
ADJUSTED TOTAL CONTRACT AMOUNT:	(=) \$3,635,214.34 V		riojec	.иъср. н		
WORK COMPLETED TO DATE:	\$ 3,578,421. F2 \$3,579,450.72		TIME USED TO BAT	11/17/00		
MATERIALS ON HAND:	(+)	ריא	Pay by	y: Check Wire		
TOTAL EARNED TO DATE:	(=) \$\frac{\$3,679,458.72}{\$3,679,458.72}	98%_OF	FOTAL CONTRACT	EARNED TO DATE		
PREVIOUS PAYMENTS:	(-) 571,614.61	CON	NTRACT WORKING	DAYS		
MISC. CREDITS:	(-)	ADE	DITIONAL DAYS GR	ANTED		
LIQUIDATED DAMAGES:	<u> ✓ 212</u> TOT	AL CONTRACT WO	ORKING DAYS			
CURRENT BILLING:	207_wo	RKING DAYS CHAR	RGED TO DATE			
I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE BEEN MADE.						
CONTRACTOR:	Suit Monthewastoad	DATE:	10/31/2008			
CONSTRUCTION INSPECTOR: Clayton Water, P.	DATE:	11-3-08	Received			
PROGRAM MANAGER:	DATE	11-17-07	NOV 2 0 2008			
WILLIAMSON COUNTY JUDGE: Judge Till Col	DATE //	-25-08	and Mock			
	Received		10/0/08			
	NOV 0 4 2008		1 m 11/13/08			
	HNTB Corp Round R	UlauUli	JE			