REIMBURSEMENT CERTIFICATE EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF US 79 Section 5B (PTT0204-04-042)

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 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 \$\\$313,318.29\$ 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.

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"

<u>US 79 Section 5B (PTT0204-04-042)</u>

(Invoices attached)

J.C. Evans Construction Lockwood, Andrews & Newman, Inc Invoice#08WC607-4 \$308,687.50

Invoice#12 \$ 4,630.79

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CONSTRUCTION ESTIMATE SUMMARY HAPPER Corporation Round Rock 3.4 Construction Round Rock		
CONTRACTOR: J.G. Evans Constituction Col	PROJECT NO.	08WC6070 1 minutes 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
VENDOR NO.	PROJECT NAME:	US 19, Section 5B
ADDRESS: 8660 N. US Hwy 183A Toll Read	CONTRACT AWARD DATE:	26-Apr-08
Leander, Texas 78641	CSJ NUMBER:	0204-04-042
CONTACT PERSON: Randy Cours	ESTIMATE/INVOICE NO.	Four (4)
TELEPHONE # 512-244-1400	BILLING PERIOD: FROM:	10cti-08
CONTRACT FEE SUMMARY ORIGINAL TOTAL CONTRACT AMOUNT: APPROVED CHANGE ORDERS: (+) \$0.00 \times 0.00		
ORIGINAL TOTAL CONTRACT AMOUNT: \$16,98	5,053.49	# 18 1 1 2 - 500A
APPROVED CHANGE ORDERS: (+)	\$0.00 \(\sqrt{0\%} \) OF C	HANGE IN ORGINAL CONTRACT
ADJUSTED TOTAL CONTRACT AMOUNT: (=) \$16,98	3 <u>,053.49</u> ✓	INVOICE,
WORK COMPLETED TO DATE: \$2,17	4,727.87 ✓ 16% OF T	ME USED TO DATE Approved by:
MATERIALS ON HAND: (+)	\$0.00	
TOTAL EARNED TO DATE: (=) \$2,17	4,727.87 / 13% OF T	Funding Source: GO CO OTAL CONTRACT EARNEY TO DATE
PREVIOUS PAYMENTS: (-) \$1,86	6,040.37 V Q N	TRACT WORKING DAYS
MISC. CREDITS: (-)	\$0.00 <u>0</u> ADDI	Tengjeon/Depan#ED 3.4
LIQUIDATED DAMAGES: (-)	\$0.00° <u>/ 499</u> TOTA	ALGONTRACT WORKING DAYS,
CURRENT BILLING: (=) \$30	8,687.50 / 78 WOR	KING DAYS CHARGED TO DATE. Pay by: (Check) Wire.
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: Randy Cours, J. C. Evans Construction Co	DATI	11/5/08
CONSTRUCTION INSPECTOR: Kerinetti Zeke Zeschang, Huitt-Zollers	DATI	E: 11-5-08
PROGRAM MANAGER: Micheal Wedver, Prime Strategies	DATI	E 11/11/13
WILLIAMSON COUNTY JUDGE: Judge Dan A. Gattis, Wittermson County	DATI	E 11-26-08
		11-26-08 11/10/08 MAL 11/10/08 1-26-08 11/10/08

