# REIMBURSEMENT CERTIFICATE EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF US 79 Section 3, PTT 0204-02-027

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"">Exhibit "A"</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 \$\\_175,648.25\\_\ 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 <a href="Exhibit">Exhibit "B"</a> 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"

# US 79 Section 3, PTT0204-02-027 (Invoices attached)

HNTB Invoice#198-45026-DS-013	\$	912.00
Klotz Invoice#1008199	\$	4,405.00
Texas American Title Taylor – Parcel 31 ROW	\$1	70,331.25

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BY: PST

## HNTB

November 21, 2008

PRIME STRATEGIES, INC.

1508 S Lamar Boulevard

Austin, Texas 78704

In Account With
UNTB CORPORATION

Engineers Architects Planners

Austin, Texas

V# 29899 KSC, MO GTTODEY-02-02-07 OTTOLL 31

Remittance Address: HNTB Corporation, P.O. Box 802741, Kansas City, MO 64180-2741

#### **UPRR MOU HUTTO To TAYLOR**

Work Authorization No. 13

Work Authorization Maximum: \$21,015.00

**HNTB Invoice Number 198-45026-DS-013** 

Expiration: May 31, 2009

Payroll and Expenses - Invoice Period of October 18, 2008 through November 14, 2008

Employee:	Position:	Hours: Bill	ling Rate:	Cost:	
Thomas Olechowski	Sr. Project Manager	4.00 \$	185.00 \$	740.00	
Grable Muraida	Project Administrator	2.00 \$	86.00 /\$	172.00	
	Total Hours/Labor	6.00	\$	912.00	
Direct Expenses	<b>J</b> '		\$	-	
WILLIAMSON COUN' Subcompanyance			_\$		
Approved by:	, \// Total Costs	This Invoice	\$	912.00	
/ // _	Plus Amount Pre		\$ _\$	16,178.15	
		Billed to Date	\$	17,090.15	
Other:	Less Amount Pre	viously Billed	\$	16,178.15	
0 0 0 4 - 0 2 - 0 2 7 Project/Dept. #	3. Amount Due	This Invoice	\$	912.00	$\supset$
Date 11 / 24 / C	<u> </u>	1 8			. •
Pay by: Check W	ire	12.08			

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klotz 🗱 associates

1160 Dairy Ashford, Suite 500 Houston, Texas 77079 T 281.589.7257 F 281.589.7309 houston.office@klotz.com

Williamson County c/o Prime Strategies Attention: Mr. Mike Weaver 1508 South Lamar Blvd. Austin, TX 78704

Date: October 29, 2008 Project No: 0510.004.000

Invoice No: 1008199

INVOICE

V# 19955

dection

For Professional Services rendered from September 16, 2008 to October 15, 2008 in connection, with: Project: US 79 Limits: East City Limit of Hutto to CR 402 CSJ: 0204-02-026 WILLIAMSON COUNTY County: Williamson Work Authorization No.: 1 Approved by Funding Source: CO CO Professional Personnel Hours Rate Amount Principal Other: 2.00 195.00 \$390.00 Ogden, Michael Division Manager 195.00 \$1,560.00 8.00 Brown, Bradley \$585.00 Caffey, Billy 3.00 195.00 Graduate Engineer 3 Wire Pay by: 110.00 \$1,870.00 Church, Eddie 17.00 30.00 \$4,405.00 Totals

Recap:

Contract Amount Previous

\$1,661,600.00 \$1,656,326.76 \$4,405.00

Current Balance

\$868.24

Approved:

Brad Brown, P.E. Transportation Manager Total Due this Invoice

\$4,405.00

4,405.00

81TB284-02-027 BTTOLL 2-3 Row **Request for Check** Project Name: WMCO Bonds Hwy 79/Taylor-Parcel 31 Legal description: 0.992 acres in the Edward Ryan Survey, Abs. No. 542 Name on Check: SSN#: Texas American Title 4 74-2771227

Mailing Address: 715 Discovery Blvd Ste 205 Cedar Park, TX 78613

Amount of Check: \$170,331.25

Requested by:

Lisa Dworaczyk Sheets & Crossfield, P.C.

Date to Pick Up Check:

Approved by:

12/9/08

Date:

Dan A.Gattis, County Judge

Williamson County

Blank WMCO check request (00111875).DOC/jw

B. Type of Losn	***			
1.	6. File Number:	7. Loan Number:	8. A	Mortgage Insurance Case Number:
4.   ]VA 5.   ] Conv. tns.	9691-08-1483	Ì		
C. NOTE: This form is lurrush marked "(p.o.o.)" were paid	ed to give you a statement of ec	dual settlement costs. An	nounis paid to and by	the settlement agent are shown, items
D. Name and Address of Borrower WILLIAMSON COUNTY	E. Name and Address of St CARL SHANN TAYLOR AND	ters town here for informational purposes and are not included in the totals.  Seller F. Name and Address of Lender  F. Name and Address of Lender		
C/O SHEETS & CROSSFIELD 309 E. MAIN ST.	L. TAYLOR			
ROUND ROCK, TX 78664	P.O. BOX 173 BLUFFTON, TX 78607		•	
G. Property Location		II. Settlement Agent	··	
US 78 SEC. 3, ,TX		TEXAS AMERICAN TITLE COMPANY OF AUSTIN		
COUNTY: WILLIAMSON				I. Settlement Date 12/09/2008
PARCEL ID: 31		Place of Settlement 715 DISCOVERY BLVI	. #205	" October 1510 1510 315000
LOT: BLOCK:		CEDAR PARK, TX 786	13	
SUBDIVISION: .992 ACRE (43,191 SQ. FT.), EDWAI	RD RYAN SURVEY, AW0542		f	
J. SUMMARY OF BORROWER'S TRANSACTIONS	100	K. SUMMARY OF SEL	LER'S TRANSACTI	ONS
100. Gross Amount Due From Borrower		400. Gross Amount D		
101. Contract Sales Price	\$162,043,20			\$162,043.2
102. Personal Property		402. Personal Property		5102,043.2
103. Seitlement Charges to Borrower	\$1,740.05			
Adjustments For Items Paid By Saller in Advance		Adjustments For Items Paid By Seller in Advance		Advance
113. City/Town Taxes		413. City/Town Taxes		
114. County Taxes		414. County Taxes		
118. Assessments		418. Assessments		·
119.		419,		
121. Additional Compensation	\$6,548.00	421. Additional Compen	satlon	\$8,548.00
120. Gross Amount Due From Borrower	\$170.331.25	420. Gross Amount Di	va To Saller	5168.591.20
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in An		
201. Deposit or Earnest Money	· · · · · · · · · · · · · · · · · · ·	501. Excess Deposits	HOUSE OUR TO SERIES	
202. Principal		502. Settlement Charges to Seller		\$0.00
203, Existing Loan(s) Taken Subject to			D2. Settlement Charges to Seller  D3. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Saller		Adjustments For Items Unpaid By Seller		L
210.		510.	oripaid by Seast	·
211.		511.		
212.		512.		
213. City/Town Taxes		513. City/Town Taxes		
214. County Taxes		514. County Taxes		
218. Assessments		518. Assessments		
219.		519.		
220. Buyer's Total Credits	\$0.00	520. Seller's Total Cha	order .	
300. Cash At Settlement Prom/To Borrower				\$0.00
301. Gross Amount Due From Borrower (fine 120)	600. Cash At Settlemen 601. Gross Amount Due			
302. Less Amounts Paid By/For Borrower (line 220)		602. Less Deductions in		\$168,591.20
	00.00	TOTAL DOGG COURTS NO	WHILL DAG TO SEINE!	(Ene 520) SD.00
03. Cash [X] From [ ] To Borrower	\$170,331,25	603. Cash [X] To [ ] F	rom Seller	\$188,591,20
				2.4000.112

By: Dan A. Gattis, County Judge

Letishs L. Taylor

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement. Settlement Agent Date 12/09/2008