REIMBURSEMENT CERTIFICATE EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF IH-35/SH29 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 <u>Exhibit "A"</u> 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>January 20, 2009</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:

- Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$4,146.08 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: 1/20/09

County Judge



17638 Dal DTT 0015-08-102 3.1 Onal

RECEIVED
DEC 0 4 2008
EY: PEL

Williamson County Attn: Michael Weaver Prime Strategies 1508 S. Lamar Blvd. Austin, TX 78704 Invoice Date: Project #: Invoice #: December 03, 2008

044192600 1027760

Work Auth No. 1

Project Description:

Will Co Pass Through SH29 & I-35

Invoice Comments:

Invoicing Period: November 01, 2008

November 01, 2008 to November 30, 2008

Basic Services

Lump Sum Rate Labor Multiplier Labor Survey Crews Direct Expenses Sub Consultants

Total Invoice

Retainage Sales Tax Total Due this Invoice

Contract Amount : Previous Billed: Billed to Date Contract Balance : \$437,061.20 \$263,836.38 \$264,420.12 \$172,641.08

Retainage Summary

Held this Invoice: Held to date: \$0.00 \$0.00

Remit to: PBS&J PO Box 848176 Dallas, TX 75284-8176 Tax ID #: 59-0896138 Current

\$0.00 \$583.74 \$0.00 \$0.00 \$0.00 \$0.00

\$583.74

\$0.00

\$583.74

WILLIAMSON COUNTY INVOICE ,

Approved by:

Funding Source: 60 CO

015-08-122-3L

Date 12,04,08

Pay by:



Wire

RECEIVED DEC 1 0 2008 CONSTRUCTION ESTIMATE SI BY: PST CONTRACTOR: ABSILIE BILLION 3. Read VENDOR NO. ADDRESS: 12112 Volente Road (RM 2760)	
CONTACT PERSON: PRINCE STOPE	ESTIMATE/INVOICE NO.
TELEPHONE # 512-219-6/76	BILLING PERIOD: FROM: FANOX-08 TO:
CONTRACT FEE: SU ORIGINAL TOTAL CONTRACT AMOUNT: \$3,673,982.79	WILLIAMSON COUNTY INVOICE Approved by:
APPROVED CHANGE ORDERS: (+) (\$38,768.45)	-1% OF CHANGE IN ORGINAL CONTRACT
ADJUSTED TOTAL CONTRACT AMOUNT: (=) \$3,635,214.34	Funding Source:
WORK COMPLETED TO DATE: \$3,582,483.86 ✓	98% OF TIME USED TO DATHER:
MATERIALS ON HAND: (+)	$I \supseteq I \cap AX$
TOTAL EARNED TO DATE: (=) \$3,582,483.86 ✓	99% OF TOTAL CONTRACT EARNED TO DATE
PREVIOUS PAYMENTS: (-) 38,578,921,574	Pay by: (Check) Wife
MISC, CREDITS: (-) \$0.00	3 ADDITIONAL DAYS GRANTED
LIQUIDATED DAMAGES: (-) \$0.00	✓ 212 TOTAL CONTRACT WORKING DAYS
CURRENT BILLING: (=) \$3,562.34 \(\)	207 WORKING DAYS CHARGED 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:	DATE: 12/3/08
CONSTRUCTION INSPECTOR: Claylon William Claylo	DATE: 12-3-08
PROGRAM MANAGER: Michigan Medicine Strategies	DATE 12/19/08
WILLIAMSON COUNTY JUDGE: Judge Dan A Gaus Syllamson County 3	DATE