

AGENDA ITEM 30

Discuss and take appropriate action declaring Triple S Plastics, Inc. in default of their tax abatement agreement and authorizing County Attorney or Tax Assessor/Collector to follow through with any action deemed necessary.

Joe Pondrum reported that Triple S Plastics, Inc., which was located south of Georgetown near Westinghouse Road, was purchased by a division of Nokia, and then moved to another location.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To declare Triple S. Plastics in default of its tax abatement agreement and to authorize the County Attorney or Tax Assessor/Collector to follow through with any action deemed necessary.

Vote: **4 - 0**

< Attachment >

Williamson
County
Tax Assessor/Collector
Deborah M. Hunt, CTA

Date : October 23, 2002

To : John Doerfler, County Judge
Deborah M. Hunt, Tax Assessor-Collector

From : Joe Pondrom, Chief Deputy Tax A/C

*approved 10-29-02
John A. Doerfler*

Subject : Triple S Plastics Abatement Clawback

As you are probably aware, the City of Georgetown has declared Triple S Plastics, Inc.; in default of their tax abatement agreement for closing their plant in Georgetown. The City Attorney sent a letter to Triple S outlining the violation and informing them of the total sum due to the City for prior abatements.

I have calculated the amount due to the County for abatements given Triple S for tax years 1999 – 2002. The amount due with interest is \$50,253.90, spreadsheet attached.

I have also attached a copy of the City's Demand Letter and highly recommend that the County send a very similar letter to Triple S demanding repayment of the County abatement.

Please let me know at your earliest convenience how the court would like this handled since I believe we need to have Triple S looking at the County's letter along with the City's letter. I would be happy to draft and send the letter if you like.

Attachment: City of Gtn Ltr
Spreadsheet

Main Office and Mailing Address:

710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org 23Oct02

Annex Locations:

211 Commerce Blvd., Ste. #101
Round Rock, Texas 78664
Phone: (512) 248-3278
Fax: (512) 248-3253

350 Discovery Blvd., Ste. #101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St., Ste. #1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143



October 21, 2002

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. William J. Stewart
14320 S. Portage Road, Box E
Vicksburg, MI 49097-0905

Re: **Demand for Payment; Notice of Default**
"Agreement between Triple S Plastics, Inc., Williamson County, and City of Georgetown, Texas for Tax Abatement and for Industrial District Designation," June 9, 1995.

Dear Mr. Stewart:

This firm represents the City of Georgetown, Texas as City Attorneys. In reference to the "Agreement between Triple S Plastics, Inc.; Williamson County, and City of Georgetown, Texas for Tax Abatement and for Industrial District Designation," dated June 9, 1995 (the "Agreement"), the City's records show that, as of the date of this letter, Triple S Plastics, Inc. ("TSP") is in violation of Paragraph 8(vi) of the Agreement in that it has failed to maintain the required number of fulltime employees stated in Paragraph 1 of the Agreement. The City's information is that the TSP facility is currently shut down and has no employees. While the information TSP previously provided in its letter dated October 11, 2002 states that the required number of jobs were in place as of March 2002, the Agreement expressly requires that the required number of jobs must be maintained in order for the tax abatement to remain in effect.

Therefore, in accordance with Paragraph 8 of the Agreement, the City hereby provides TSP with written notice of default and intent to terminate the tax abatement.

If TSP does not comply with the terms of the Agreement within 30 days of the date of receipt of this letter, then the City has the right to declare the Agreement null and void and to terminate the tax abatement benefits. In that event, TSP is required to reimburse the City for the full amount of all taxes previously abated, plus interest, as per the provisions of Paragraph 8 of the Agreement.

The total sum due and owing under Paragraph 8 is **THIRTY NINE THOUSAND EIGHT HUNDRED TWENTY ONE DOLLARS AND NINETY CENTS**

Mr. William J. Stewart
October 21, 2002
Page 2

(\$39,821.90), which represents the value of the tax abatement for tax years 1998 through 2002, plus interest at the statutory rate .

Should TSP fail to submit payment as required by the Agreement, the City shall pursue all rights and remedies to which it may be entitled, including those rights and remedies enumerated under Paragraphs 8 and 10(f) of the Agreement.

Please remit your payment directly to the City of Georgetown at the following address:

City of Georgetown
Finance Department
Accounts Receivable
P.O. Box 409
Georgetown, Texas 78627

Please also send a copy to me at the address on this letterhead.

Thank you for your prompt attention to this matter. If you have any questions, please call me at (512) 472-4845.

Very truly yours,



Patricia E. Carls
City Attorney, City of Georgetown

Attachment

cc: (w/ attachment, via certified mail)

Ms. Catherine A. Miller
Assistant Corporate Controller
EIMO Associates
Leadership Center
7950 Moorsbridge Road, Suite 200
Portage, MI 49024

TRIPLE S PLASTICS

10/21/2002

Abatement Value

Tax Year	Abatement Value	Cummulative Total w/ 12% Annual Interest
1998	4,266	4,777.92
1999	6,956	13,141.99
2000	4,933	20,243.99
2001	7,950	31,577.27
2002	3,978	39,821.90

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10/29/02

Page 192

Mr. William J. Stewart
October 21, 2002
Page 3

bcc: (w/ *attachment*)

Paul Brandenburg, City Manager, City of Georgetown
Micki Rundell, Director of Finance, City of Georgetown
Joe Pondrum, Chief Deputy Tax Assessor, Williamson County, 710 S. Main Street, #102,
Georgetown, Texas 78626

10/29/02

Triple S Plastics Abatement Matrix

	Acct ID	Percentage Abated	Taxable Value Abated	Tax Rate	Taxes Due	Interest per year	Interest per Year	# of years	Total Due to County
		No taxes abated							
1998									
1999	P386556	75%	\$ 2,045,755	\$ 0.34760	\$ 7,111.04	12%	\$ 853.33	4	\$ 10,524.35
2000	P386556	75%	\$ 4,740,755	\$ 0.39500	\$ 18,725.98	12%	\$ 2,247.12	3	\$ 25,467.34
2001	P386556	37.5%	\$ 1,553,246	\$ 0.39529	\$ 6,139.83	12%	\$ 736.78	2	\$ 7,613.38
2002	P357918	37.5%	\$ 1,295,321	\$ 0.45830	\$ 5,936.46	12%	\$ 712.37	1	\$ 6,648.83
									<u>\$ 50,253.90</u>

AGENDA ITEM 31

Discuss and take appropriate action on hiring an assistant to be shared by Commissioners of Pct. 3 and 4.

Commissioner Boatright stated that he would vote against the motion because it would be creating a new position after the budget has been adopted, and that the court has told the County department heads that they would not do that.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the hiring of an assistant to be shared by Commissioners Precincts 3 and 4, and to be funded out of the Road & Bridge fund.

Vote: 3 – 1. **Commissioner Boatright voted against the motion.**

< Attachment >

WILLIAMSON COUNTY JOB DESCRIPTION

DEPARTMENT: UNIFIED ROAD SYSTEM

POSITION: ENVIRONMENTAL ASSESSMENT OFFICER

JOB SUMMARY: Assists county commissioners with assessment and resolution of environmental issues associated with county acquisitions and projects. Works with commissioners, property owners, URS crews, engineers, and state and local government representatives to identify and resolve problems related to actual or potential damage to natural resources or public and private property. Responsible for appropriate disposal of hazardous waste and for recycling materials that are used or damaged as a result of acquisition or construction.

ESSENTIAL DUTIES: Works with commissioners, Right of Way agents, and URS crews to keep abreast of potential environmental issues. Meets with property owners and local officials to assess problems related to the removal of, or damage to, trees, shrubs, wells, sewer lines, phone lines, pasture land, culverts, or other natural or man-made features. Recommends action plans to deal with problems and assists in negotiating costs for implementation. Assists with matching any necessary removal or repair needs with appropriate contractors. Works with county nuisance officer when necessary. Responsible for disposal of any hazardous materials or waste that results from construction projects, damage repair, or material removal. Develops and coordinates recycling programs to mitigate the harmful effects of construction, repair, or material removal. Maintains knowledge of local, state, and federal laws and procedures related to hazardous waste disposal and recycling.

PHYSICAL DEMANDS: Driving, sitting, bending, reading, writing, walking, lifting (up to 50 pounds).

ENVIRONMENTAL FACTORS: Indoor and outdoor work with some exposure to inclement weather; contact with members of the public under sometimes hectic conditions.

QUALIFICATIONS: Any combination of education and experience equivalent to an associate's degree in environmental technology, construction management, construction technology, government, or engineering technology, or a closely related field, plus at least three years of experience in a field directly related to one of the above degrees. (Total of 5 years' experience meets the equivalence requirement.) Knowledge of city or county government required. Must be able to maintain and effective working relationships with the public and act as agent of the commissioner. Ability to maintain confidentiality and to exercise appropriate tact and discretion. Related experience in local government strongly preferred

SALARY: \$39,767–\$43,934, depending on qualifications.

2611 - 2615