The 2009 Landfill Operating Agreement between Williamson County and Waste Management of Texas (WMT) requires WMT to “develop a Master Site Development Plan for the Landfill.” The deadline for WMT to file the plan was March of 2010.

In March of 2010, WMT filed a statement with the county which suggested what would be in the plan, but the document filed obviously was incomplete and did not constitute a plan. Approval was not sought by WMT, was not warranted, and approval was not given. Instead, the filing was “accepted” by county commissioners for “administrative purposes” only.

In order to comply with the LOA, Williamson County commissioners court retained the services of a third-party auditor to review WMT’s compliance with the LOA. Even though the filing by WMT was not complete and was not approved, this auditor's report makes the statement: “The Contractor has developed a Master Site Development Plan timely and the Plan is compliant with the requirements of the Landfill Operating Agreement.”

The Williamson County Public Policy Coalition pointed out to commissioners court in public comments to the court and in writing to the court members and county auditor that the statement by the 3rd party auditor was false. No effort has been made by any county representative to correct or withdraw the statement.

The TEXAS PENAL CODE states: “A person commits an offense if he (1) knowingly makes a false entry in, or false alteration of, a government record; (2) makes, presents or uses any record, document or thing with knowledge of its falsity and with intent that it be taken as a genuine government record.”

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2 March 10, 2010 memo to Williamson County Commissioners Court by the Williamson County Public Policy Coalition. At that commissioners court meeting on March 6, 2010, a representative of WMT admitted that the plan was incomplete, and approval was not expected.
3 Memo from the Williamson County Public Policy Coalition to members of Williamson County commissioners court dated April 26, 2010.
5 Texas Penal Code ~37.10.
WILLIAMSON COUNTY COMMISSIONERS COURT
AUTHORIZED $48,000 TO PAY FOR A
MASTER SITE DEVELOPMENT PLAN
EVEN THOUGH THE LANDFILL OPERATING AGREEMENT (LOA)
STATES THAT WASTE MANAGEMENT OF TEXAS (WMTX)
IS SUPPOSED TO DEVELOP THE PLAN, THUS COUNTY FUNDS
ARE BEING EXPENDED FOR A THIRD-PARTY BENEFIT,
A VIOLATION OF TEXAS PENAL CODE §39.02

The 2009 Landfill Operating Agreement between Williamson County and
Waste Management of Texas (WMT) requires WMT to “develop a Master Site
Development Plan for the Landfill.”

Nonetheless, on March 27, 2012, Williamson County commissioners court
authorized $48,000\(^7\) to TGB Partners\(^8\) to pay for a Master Site Development Plan,
even though the Landfill Operating Agreement (LOA) states that Waste
Management of Texas is supposed to develop the plan, thus county funds would be
obligated for a third-party benefit, namely WMTX, the party responsible for
developing the plan, but which missed the deadline required by the plan for filing
an approvable plan.

This use of public and government funds for a third-party benefit in
violation of the contract between the county and that third party is a violation of the
Texas Penal Code on the part of the county.\(^9\) The Code states:

“A public servant commits an offense if, with intent to obtain a benefit or
with intent to harm or defraud another, he intentionally of knowingly … (2)
misuses government property, services, personnel, or any other thing of value
belonging to the government that has come into the public servant's custody or
possession by virtue of the public servant's office or employment.”\(^10\)

In this case, the misused government property is $48,000 belonging to the
county. The benefit obtained is completion of the Master Site Development Plan
which is required by the LOA within the circumstance that WMTX is now three
years past the deadline of filing an approvable plan. There is a defrauding of the
county taxpayers who have every right to expect that, based on the LOA, WMTX
should pay for the Master Site Development Plan instead of the county.

Further, the county auditor's office is complicit in this problem by taking the
position that a survey for asbestos removal of an old house on the landfill property
should be paid from the money in the Master Site Development Fund, even though
the Master Site Development Plan, which would guide the use of that fund, has

\(^6\) See Footnote No. 1
\(^7\) Williamson County commissioners court Agenda item No. 30.
\(^8\) This Agreement between the county and TGB Partners was signed by both parties on 3/29/12. It
can be accessed at http://tinyurl.com/k8gtezp.
\(^9\) Texas Penal Code 39.02.
\(^10\) Ibid.
never been approved.\textsuperscript{11}

**THE 2009 LANDFILL OPERATING AGREEMENT (LOA), WHICH WAS DEVELOPED WITH INPUT FROM CITIZENS IN ORDER TO GIVE CITIZENS ASSURANCES REGARDING PROPER OPERATION OF THE LANDFILL, CONTAINS A PROVISION FOR AN INDEPENDENT OVERSIGHT INSPECTOR, BUT THE SUBSTANTIVE INTENTION OF THAT PROVISION HAS BEEN A SHAM AS IMPLEMENTED BY THE COUNTY, THUS VIOLATING THE SUBSTANCE AND INTENTION OF THAT PROVISION IN THE LOA**

The LOA provides for the county to hire a “qualified, independent Oversight Inspector, who has no conflict of interest to represent County in monitoring landfill operations.”\textsuperscript{12}

Instead of hiring a qualified and independent inspector, the county decided to utilize employees working in the county's Department of Infrastructure to conduct the inspections. These employees are not independent, and except for the county engineer, none hold certifications or other credentials as anticipated by this provision of the LOA.

The LOA requires that “County or its agents will review records of performance over each Agreement Year, and “Within 45 days following County's annual performance review and inspection, County shall issue to Contractor a summary of all findings and recommendations ....”\textsuperscript{13}

There is no evidence that “County” or its agents have reviewed on an annual basis the operational records which WMTX is supposed to maintain. In addition, the Texas Commission on Environmental Quality (TCEQ) requires that numerous records be kept (in this case, kept by WMTX) regarding landfill operations, including (for example) whether daily cover is applied to the working face.

These so-called “Landfill Inspection” reports generated occasionally by county employees reflect activities of simply driving around the landfill location, checking for odors, and observing whether there is trash or waste outside the landfill area. The reports do not reflect any reviews of any records.\textsuperscript{14}

The LOA prohibits the landfill receiving solid waste which originates outside of a certain set of counties.\textsuperscript{15} These so-called inspection reports reflect no inspections to determine compliance with that provision.

\textsuperscript{11} See e-mail by Julie Kiley of the county auditor's office. The auditor himself was copied.


\textsuperscript{13} \textit{Ibid.}, p. 19.

\textsuperscript{14} There are four memos provided noting the severe limitation of these inspections.

The LOA states, “Contractor shall record all weights and charges made to users of the Landfill on sequentially-numbered tickets.”

Through public information requests, samples of these tickets have been acquired from the City of Round Rock and the Round Rock Independent School District.

An examination of these tickets reveals that the columns for “charges” and “fee” are blank on the tickets, hence the recording of “all weights and charges” is not found on these tickets, and WMTX is not in compliance with the LOA.

\footnote{\textit{LOA, Op. Cit.}, p. 18}

\footnote{Copies of these tickets are provided within this tab.}
SINCE 2009 TO THE PRESENT, THERE HAS BEEN A REDUCTION IN SOLID WASTE BURIED IN AND DIVERTED FROM THE WILLIAMSON COUNTY LANDFILL OF APPROXIMATELY 23 PERCENT,¹⁸ YET WILLIAMSON COUNTY IS ONE OF THE FASTEST-GROWING COUNTIES IN THE STATE.

WHAT IS THE REASON FOR THIS DRAMATIC DECLINE?

In a growing county, the most plausible explanation is that not all of the volume going into the landfill is being documented. The so-called audits conducted by the office of the Williamson County auditor do not check for this potential problem because the audits do not reconcile the sequentially-numbered tickets generated at the gatehouse with the non-interrupted time stamp of the video camera at the gatehouse which records incoming loads.¹⁹

¹⁸ The significant drop in tonnage, despite the county's major growth, is documented in the reports of the contractor which are filed with Williamson County in accordance with the LOA.
¹⁹ The three most recent audits by the county auditor are attached.
March 10, 2010

Questions for Williamson County commissioners in light of the discussion and the action regarding the landfill Master Site Plan and Master Recycling Plan which have been submitted to the county by the landfill contractor, Waste Management of Texas:

When will the public forums to discuss these plans be held? If no specific dates are designated now, what is the specific time frame within which they will be held?

The 2009 Landfill Operating Agreement states that the Master Site Plan shall be submitted by the landfill contractor before the end of the first year of the contract, and approval by the county “shall not be unreasonably withheld.” Inasmuch as the county did not “approve” the plans on March 9, why was it necessary to formally “receive” the plans?

Senior County Infrastructure Supervisor Bob Daigh stated during the discussion that you have wanted public discussion on this issue for a long time. That being the case, why has there been no public discussion on this issue during the past year? What has kept that from happening? Why has it taken so long to get to this point?

During the discussion on March 9, Judge Dan Gattis stated that the county has been discussing and “working jointly” with Waste Management in developing these plans. That being the case, why were citizens not invited to participate in those “working jointly” discussions so that substantive issues could have been processed before Waste Management rolled out its “official” plan to comply with the contract?

At the meeting of commissioners court, County Judge Dan Gattis characterized the plans as “excellent”. Inasmuch that the county and Waste Management discussed the plan before its release and before consideration of it by commissioners court on March 9, what is the position of each county commissioner regarding the plans’ contents? Do each of you individually support the components of the plans as they have been officially filed?

Do you believe that the plan's characterization of what will happen to the Johnson-Almquist house (both in the plan and in the remarks of Steve Jacobs on March 9) comports with past representations and commitments by the county regarding this property?

What is your assumption regarding the source of the funding for the Johnson-Almquist house? Specifically, inasmuch as the plan as filed is silent on that issue, do you support using the Master Site Plan Development Fund surcharge to pay the costs of that renovation.

What is the time line or drop-dead date for the county to approve the filed plans in order to comply with the contract requirement that approval not be “unreasonably withheld?”
Williamson County Public Policy Coalition (WCPPC)

To: Members of Williamson County Commissioners Court
From: WCPPC
Date: April 26, 2010
Subj: Master Site Plan for the Williamson County Landfill

The WCPPC website is found at www.wilcocoalition.com
The e-mail address is renewwilco@gmail.com

Background

On March 9, 2010, Williamson County Commissioners Court “accepted” a hypothetical “report” without approving or disapproving the Master Site Development Plan (MSDP) and Master Recycling Plan (MRP) from Waste Management of Texas (WMTX, or Contractor) submitted for the Williamson County Landfill. Submission of the plans at the end of the first contract year (which began on March 3, 2009) was a requirement of the Landfill Operating Agreement (LOA) approved by commissioners court on March 3, 2009.

Requirements for submission of the MSDP

The LOA contains this requirement for the MSDP in Section 2.16 (Page 21): “Within one (1) year of the Effective Date, Contractor (Waste Management of Texas) shall development a Master Site Development Plan for the Landfill. Within (12) months of the date of County’s approval of the Master Site Development Plan, Contractor shall begin implementation of the Master Site Development Plan for the Landfill in accordance with the agreed upon timelines set forth in the Plan.”

This statement makes it clear that the Contractor is to submit its full and complete plan for review by the county, not a partial or incomplete plan. In addition, there must be “timelines set forth in the Plan.”

Failure to meet requirements for submitting the MSDP

The plan as submitted contains no “timelines”. In addition, Steve Jacobs, the Contractor's representative, admitted in commissioners court on March 9 that the plan is incomplete. Jacobs stated:1 “We have a lot of other information that may not have made it into the plan simply because it gets too complicated and too hard for me to write it.”

The MSDP cannot properly be evaluated by members of commissioners court or by citizens if it lacks completeness and the required timelines. The LOA

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1 Jacobs' statement was made at elapsed time marker 1:13:48 on the official audiodisc recording of the meeting provided by the county clerk.
makes no provision for submitting a partial or incomplete plan in meeting the specific provision of the LOA. If, as stated by Jacobs, the Contractor is incapable of submitting a complete plan because it “gets too complicated” and is “too hard” to write, then the Contractor obviously cannot perform on the contract. At the very least, such failure to perform is a contract default.

The LOA does not provide for the contractor submitting a partial plan, without timelines. It's more than clear that the LOA requires the Contractor to submit a complete plan, with timelines. By trying to submit an incomplete plan without timelines, the Contractor has failed to disclose its full and good-faith intentions for the long-term development of the landfill. According to the LOA, the Contractor has the obligation to set forth all of its proposals.

In order to comply with the LOA, the Contractor must submit a full and complete plan, with timelines, so that the county and the public can subject that body of work to review. Trying to hold a public forum or meeting with the public to assess an incomplete plan is an insult to the integrity of a forum, which the county has made a commitment to hold.

Failure to meet requirements for submitting the Master Recycling Plan (MRP)

Similarly, Section 4.9 (c) of the LOA requires development of a MRP within one year of the “effective date”, the deadline for which was March 3, 2010. The LOA requires that the MRP “shall address, at a minimum” nine specific activities set forth in this section of the LOA along with “timelines within the Plan for implementation of those activities ....”

The MRP does not contain the required specificity and therefore presents the same kinds of problems found in the MSDP along with the same difficulties for taking up its content in a public forum.

The LOA makes no provision for receiving a “Report” in lieu of the two plans

The LOA is clear regarding the required minimum contents for these two plans which must be timely filed. The MSDP must contain “timelines”. The MRP must contain “timelines” as well as addressing nine specific activities. There is no provision within the LOA for the Contractor to file a “Report” in lieu of completed plans containing the above-noted, minimum requirements.

This problem was complicated substantially by the motion which was approved and the accompanying discussion regarding this matter, as per this transcript.3

Morrison: Mr. President--

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2 As was the case with the MSDP, this deadline also was technically missed.
3 The following transcript begins at elapsed time marker 1:11:43 of the official audiodisc provided by the county clerk.
Birkman:  
_And Bubba's here too._

Morrison:  
_I mean, I'm for, and I'm just going to go ahead and move to further accept the report but not accept the plan, uh, for discussion._

Unidentified:  
_Second._

Gattis:  
_That's on both plans?_  
Birkman:  
_Twenty-six and twenty-seven._

Morrison:  
_Yes._

Gattis:  
_Yes. I have a motion from Mr. Morrison to accept the plans as to form, I guess--_  
Morrison:  
_Accept the report._

Gattis:  
_The report, and not necessarily adopting a formal plan at this time._

Morrison:  
_Yes._

Gattis:  
_But they are here on time, that's items 26 and 27._

In addition to the LOA not allowing or prescribing a “report” as a substitute for the two filed plans in meeting the filing requirements, the plans themselves as filed are not captioned as a “report” or as two individual “reports”.

A further complication is created by the final Motion as found in the official Minutes for the March 9 meeting of commissioners court, as approved by commissioners court on March 16. The Motion reads:

_To accept Waste Management of Texas Inc and Williamson County LOA—Master Site Development Report._

No such document exists. If members of commissioners court believe, as they apparently do, that the Contractor filed only a “report”, then the Contractor is in default of the contract by not filing both of the required plans. And, in addition, even this mangled Motion as reflected in the approved Minutes doesn't address either a “report” or a “plan” regarding the MRP, which is a different, required document as distinguished from the MSDP. Even if considered to be a “report”, the MRP was not timely filed based on this Motion as approved and as found in the approved Minutes. And, in the Attachments to the Minutes regarding this Motion, the two files attached only pertain to the MSDP and not to the MRP.
Clearly, the MRP was not included in the Motion because the Motion doesn't mention it and the Attachments do not contain it.

As a further problem, based on statements made by Daigh and Gattis, it appears they believe that the requirements of the LOA regarding these filings are met only if they are timely filed, without any other requirements. Daigh characterized the plans “as meeting the contract requirement for submitting the plans—the plans were submitted on time.” In addition, Gattis stated: “But they are here on time—that's items 26 and 27.

It's more than obvious that the timely filing of both plans, not a “Report”, is not the sole criterion mandated by the LOA. The LOA mandates that the MSDP contain “timelines” and that the MRP contain “timelines” as well as the addressing of nine other issues. Based on the approved Motion in the approved Minutes, neither plan has been accepted, even conditionally (as distinguished from being approved). Only accepted was a “Report” which doesn't exist as a standalone document. And even if the “Report” is considered to cover the MSDP, it doesn't cover the MRP, because the Motion doesn't reference it and the Attachments don't contain it. One wonders why county staff didn't detect this substantive error before the Minutes were approved, and one wonders why members of commissioners court didn't correct the substantive error before approving the Minutes for March 9 on March 16—assuming it was a substantive error and not the intention of commissioners court to do exactly what was done.

Backchannel secrecy involved in discussing the plan

It is clear that the intent of the LOA is for the Contractor to take its best shot at submitting both plans as a matter of its own initiative and its responsibility under the contract. However, it also is clear from the discussion at commissioners court on March 9 that representatives of commissioners court participated with the Contractor in working on the plan in a secret, non-public process prior to its release.

County Judge Dan Gattis stated: “I want to commend ya'll, and commissioners, for the plan you've come up with.”

While Gattis didn't say which commissioners collaborated secretly with the Contractor to “come up with” the incomplete plans, it is clear he is referring to members of Commissioners Court. However, Commissioner Lisa Birkman shed more light on the secret collaboration when she said, “I want to thank Commissioner Morrison for working on this.”

4 The statement was made at elapsed time marker 1:11:25 of the official audiodisc.
5 See footnote No. 3.
6 Audiodisc elapsed time 1:13:02.
7 Audiodisc elapsed time 1:16:19.
Gattis also admitted that he had an advance look at the plan before its official release: “I've spent last week looking at it quite a bit, and I'm, I'm, I feel pretty good. I think there's some really good ideas there.”

Whatever was involved in the give-and-take of those discussions and advance looks at the plan, those details have not been released to the public. In addition, there also apparently has been private discussion between Commissioner Morrison and representatives of the City of Hutto regarding the financial details involved in restoring the historic Almquist-Johnson house at the landfill. Morrison stated, “Also, the City of Hutto has indicated an interest in participating as well.”

In order for the public to participate in a forum on these important matters, it is mandatory for the full details of these discussions to be made public prior to any such forum. For example, evaluating the scope of the house's renovation obviously involves cost. Even if finality hasn't been determined, full disclosure of the available details must be made for a proper discussion to occur.

Therefore, in addition to the Contractor filing incomplete plans which do not meet the LOA's requirements, it also is clear that the Contractor did not file the plans wholly on its own initiative, a premise of the contract, but held secret discussions with a member of members of commissioners in constructing the plans which were filed.

**Proposals involving financial aspects of the plan are absent**

The premise within which the MSDP and the MRP will be implemented is driven by financial resources and financial constraints. The LOA does not specify the extent to which the MSDP would rely for funding on the Master Site Plan Development Fund (MSPDF). There are no projections regarding what funds might be available or what their sources might be. A statement by Morrison on March 9 indicated that there are unresolved issues. With regard to the prospective renovation of the Almquist-Johnson house, Morrison said he wants to “see if Waste (Management) would be interested in participating ....”

Neither the public nor commissioners court can be expected to fully evaluate the scope of the MSDP in the absence of greater clarity referable to finances. For that reason, it is mandatory for the Contractor to file its complete plan (including such financial details), as required by the LOA in order for an enlightened dialogue to take place at the public forum.

As the Contractor for the landfill, WMTX has an obligation to implement a plan as accepted by commissioners court. WMTX incurs expenses from its...
management of the landfill, an enterprise from which it receives some 87 percent
of the revenues collected at the landfill. Clearly, implementation of a MSDP
approvable by the county should meet proper environmental, land use and public
policy criteria which are beneficial to the county, communities within the county,
and especially communities and residents proximate to the landfill. Commissioners
court should not approve an inferior plan. The scope of a plan which is approvable should not be constrained by only using the MSPDF if the
MSPDF is inadequate for implementation of an approvable plan. In the end,
however, no judgment by the public nor commissioners court can be made about
the viability of a plan in the absence of the financial analysis, which is yet another
reason why the Contractor should file a plan which is complete in all details,
including financial details, before it can be discussed fully by commissioners
court and the public.

Other issues which should be resolved

At the meeting of commissioners court on March 9, Bob Daigh, the
county's senior infrastructure director, stated, with regard to the landfill and its
development, “There are certain features which are fixed.”¹¹

It is not known whether members of commissioners court agree with
Daigh’s statement, and the public cannot possibly evaluate the statement's
accuracy without a complete description of those “features which are fixed.” The
features should be fully identified and described, if not within a complete and not
partial plan filed by the Contractor, then by Daigh himself, inasmuch as he made
the statement.

On April 20, in a sidebar conversation at commissioners court, Daigh told
Kurt Johnson that the public landfill forum or meeting would be announced
and/or occur “in a couple of weeks.” When asked by Johnson who would run the
forum, Daigh said that he didn't know.

A “waiver” for filing the required plans was the county's only remedy

By the county's acceptance of a “report” (note the singular—not plural)
which didn't and doesn't exist, coupled with the failure of both plans to meet the
requirements of the LOA, it is clear that the Contractor had worked out a closed-
door deal with staff and commissioners court to file plans which did not meet the
LOA's requirements but which the county would nonetheless accept. It would
have been a risky business strategy for the Contractor to file the incomplete and
non-LOA-compliant plans in the absence of some prior arrangement, because
otherwise there would have been no guarantee that the county would even accept
them as timely filed, in the absence of a back-room understanding of what was to
happen. But, as it turned out, there was no risk to the Contractor because of the
prior arrangement. At least, that's what the parties apparently presumed.

¹¹ Audiodisc elapsed time 1:11:14
As a remedy for the Contractor not meeting the requirements of the LOA, the county could have issued a “waiver” (though the Contractor didn't request it) for the filing of adequate plans, but taking that step would have serious consequences. It would mean that the contract would have aged almost 14 months from onset and would be almost two months beyond the submittal of plans which comport with the LOA. And it would mean that commissioners court would appear derelict in its management of the landfill. Nonetheless, the matter is a moot point now inasmuch as the deadline for an adequate filing is past.

**Summary of key issues**

Among the key issues are:

**Adequate notice and forum format**—The public should have adequate notice regarding the date for the forum together with a full description of the format and its agenda, including who will run the meeting. Unquestionably, the format should be dialogical in nature, including the opportunity for a Q&A exchange with elected members of commissioners court. In response to an e-mail inquiry from Kurt Johnson about the forum, on April 12, Connie Watson, Williamson County PIO, stated:

*We are still setting the date and location and working on materials for an open house. I will be sending out a press release when we have all of that information ready and it will be posted on the website.*

In the discussion regarding the future public forum which took place at the March 9 meeting of commissioners court, no mention was made of converting the forum to an “open house” which, based on past experience with open houses involving roads, consist of placing a limited number of displays on easels for the public to walk past and review. That format is not a forum.

**Consideration of complete and not partial plans**—The two plans filed by the Contractor are obviously incomplete and, by the Contractor's own admission, the MSDP has additional content and complexity which have not been disclosed. Full details of both plans should be filed with the county by the Contractor sufficiently in advance of the scheduled forum so that the public has adequate time to review the new material. Watson's reference to “working on materials for an open house” suggests that materials other than those officially filed by the Contractor will be proposed as supplements to the plans (without the opportunity for public review prior to the forum) and which are not necessarily backed by any commitments by the Contractor for implementation. The initial step in a forum should be for members of commissioners court to dialogue with the public regarding the contents of official plans which have been filed by the Contractor, a step which has not yet occurred as of the date of this memo.

**The county's responsibility in processing the plans**—Members of
commissioners court have a responsibility to go on record regarding their detailed views of the shortcomings within the plans. In dealing with the contents of both plans, members of the public are left in the dark in the absence of knowing the county's detailed response to both plans and the county's views regarding the plans' inadequacies. Clearly, members of commissioners have a responsibility to explain to the public their responses to these filings so that the public knows where the county stands and what the beginning for discussion really is.

The county's responsibility in the public discussion of the plans—The dialogue regarding the landfill site development plan and recycling plan should be between the public and members of commissioners court, not the public and the Contractor. The county is the owner, permit holder, and site operator for the landfill. The Contractor is merely the contractor with the responsibility (per the LOA) for filing all of their proposals for both of these plans prior to the open discussion between the public and members of commissioners court. Members of commissioners court hold the ultimate responsibility for the content, approval and implementation of these plans. The focus of the process should not be a “negotiation” between the public and the Contractor but rather an honest dialogue between the public and members of commissioners court about the contents of the complete plans which have been filed and which meet the requirements of the LOA. March 3, 2010 was the first anniversary date for the approval of the LOA. Prior to that point, it was the Contractor's responsibility to file two plans setting forth its commitments and intentions. Once the county and the public know what those commitments and intentions are, then the county and the public can have a dialogue regarding how the Contractor must change those intentions and commitments in order to have the plan approved. Under the rather brief and vague representations for how the county's discussion with the public will be handled, there is a clear opening for the Contractor to add new proposals which lack real commitment and which are speculative in nature. Before the Contractor submits any additional vague or speculative proposals, it should be held accountable to its obligation to file comprehensive plans without the ability to pull its punches on details within a future negotiation.

Conclusion

Members of the WCPPC and other members of the public look forward to the full public discussion to which members of commissioners court have made a commitment regarding these matters.
Landfill

Auditor:

Jim Gilger, CPA, Contract Auditor

Release Date: July 5, 2011

Distribution List:

Dan Gattis, County Judge
Lisa Birkman, County Commissioner Pct. 1
Cynthia Long, County Commissioner Pct. 2
Valerie Covey, County Commissioner Pct. 3
Ron Morrison, County Commissioner Pct. 4
Bob Daigh, Senior Director of Infrastructure
Cheryl Schneider, Director of Williamson County Regional Animal Shelter
James Smith, District Manager for Waste Management
Jason Kjar, Site Manager for Waste Management
Steven Johnson, Controller for Waste Management
BACKGROUND:

Williamson County owns the real property at 600 CR 128, Hutto, where the landfill is located. The County contracts with an independent agent, Waste Management, Inc., to administer the daily operations. They abide by the regulations and licensing requirements set forth by the Texas Commission on Environmental Health and comply with other pertinent statutes issued by other governing offices of the Federal, State, and Local authorities. Waste Management operates under an agreement with Williamson County that was amended in March 2009. This agreement stipulates for the county to be paid a 14.5% monthly royalty for a total of no less than $250,000 per agreement year. The county will be paid 6.5% of monthly gross receipts for all recyclables or diverted material accepted at the landfill. Every year on January 31, 2% of yearly royalty will be paid to the Future Environmental Liability Fund (FELF), 1% to the Master Site Development Fund (MSDF), 1% to the Community Recreational Facility Fund (CRFF) and 2% for the benefit of Hutto and Hutto ISD, in addition to the 14.5% royalty. The agreement also states that if Waste Management contracts with an unrelated third party for a disposal rate at the landfill that is less than the current gate rate, then for the purposes of calculating monthly royalties, this negotiated disposal rate should be raised up to the current gate rate.

In January of 2008, Waste Management implemented new procedures to charge customers by the ton, instead of by the yard as in previous years. A new weigh station was installed and gate rates were modified to coincide with the new procedures. The current gate rates are $25 for all cars and pick-up trucks and $30.50/ton for all trailers with debris (with a one ton minimum). There is also an additional TCEQ fee charged which varies depending on the size of the load.


This audit was conducted according to The Institute of Internal Auditor’s Standards for the Professional Practice of Internal Auditing and Generally Accepted Government Auditing Standards, where applicable.
OBJECTIVES:

- Identify initiating department who is to be responsible for administrating monitoring contract performance.
- Verify if the contractor is compliant with the terms and conditions of the contract.
- To determine if the County is in compliance with the terms and conditions of the 2009 Williamson County Landfill Operation Agreement.
- Verify receipt of the annual payment for the Additional Fees and Annual Recycling Material Sales Payment due the County, according to the Operating Agreement, were received and posted into the accounting system timely.
- Verify quarterly calibration tests are performed on the scales at the weigh stations by a third party.
- Verify monthly royalty payments are documented and calculated according to the Williamson County Landfill Operations Agreement.
- To determine if Contractor invoices paid by the county are accurate, complete, and approved prior to payment.
- To determine if a schedule of free tonnage prepared by the Contractor is accurate and reasonable.
- To determine if the number of dead animals reported on the gate receipts agree with the number on the Non-Hazardous Waste Manifests.

METHODOLOGY:

- Obtain and review contract documents
- Compare contractor activity to terms and conditions of the contract
- Compare county activity to terms and conditions of the contract
- Document receipt of additional fees
- Review deposit dates in Oracle
- Review procedures for handling Special Waste
- Review daily deposit packets
- Review quarterly calibration reports
- Review calculations on the Total Customer Summary Report
- Select and review a sample of WM invoices
- Tipping Fee
- Select a random sample of WM gate receipts for the Williamson County Regional Animal Shelter and trace to the Non-Hazardous Waste Manifests.
Work Performed

### Contract Administration

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Identify initiating department who is to be responsible for administrating and monitoring contract performance.</th>
</tr>
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<tbody>
<tr>
<td>Condition:</td>
<td>The landfill is operating under the Williamson County Landfill Operation Agreement approved by the Commissioners Court March 9, 2009. Bob Daigh, Senior Director of Infrastructure for Williamson County supervises landfill activities and is the contract administrator.</td>
</tr>
</tbody>
</table>

### Contractor Compliance

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Verify if the contractor is compliant with the terms and conditions of the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>The following sections of the operating agreement contain the following compliance requirements:</td>
</tr>
</tbody>
</table>

#### Section 2.1 Representations and Warranties of Contractor

1. Site manager stated that all “acceptable disposable waste” delivered to the landfill was accepted.
2. Nothing has come to the auditor’s attention indicating there is the appearance of a conflict of interest.

#### Section 2.2 Representations and Warranties of County

1. Nothing has come to the auditor’s attention indicating the county did not respond timely to any requests from the contractor for information.

#### Section 2.4 Facilities Maintenance

1. A site visit was made to the landfill on 02/14/2011 and on visual inspection all facilities appeared to be in good working order and repair.
2. Site manager identified several ground water monitoring wells on landfill property.
Section 2.9 Closure and Post-Closure Liability Funds

1. The Contractor established and maintained closure and post-closure trust fund accounts as required by law.
2. The Contractor has funded the Future Environmental Liability Fund.
3. The Contractor is paying 2% of the Tip Fee.
4. The FELF fund fee is not being charged to Landfill users delivering Recyclable Material or Diverted Material.
5. All annual payments to the FELF were made by January 31st.

Section 2.11 Records and Reports by Contractor

1. The Contractor is providing the County a monthly report.
2. The Contractor has provided the County audited financial statements.
3. The Contractor has provided the County an annual schedule of amortized and unamortized capital expenditures of the Landfill by May 1st.
4. The Contractor is recording all weights and charges made to users on sequentially numbered tickets.
5. The Contractor has submitted the quarterly reports to the County by 15 days following the end of each quarter.
6. The County has not hired a qualified and independent Oversight Inspector.

Section 2.12 Accidents; Complaints

1. There has been one minor accident at the landfill that did not require transportation to a hospital. An accident report was promptly filed.
2. The Contractor has responded to complaints, charges, or allegations within 72 hours.
Section 2.14 Scheduling; Management; Quality of Performance

1. All landfill personnel are certified, licensed, or otherwise qualified as required by Applicable Law.
2. The Contractor periodically conducts appropriate safety and training programs for all personnel.

Section 2.15 Emergency Operations Plan

1. The Contractor has provided the County a comprehensive Emergency Operations Plan.
2. The plan includes the required information and has been tested on a regular basis.

Section 2.16 Master Site Development Plan

1. The Contractor has developed a Master Site Development Plan timely and the Plan is compliant with the requirements of the Landfill Operation Agreement.
2. The Court accepted the plan on March 9, 2010.
3. If yes, has implementation begun? Yes.
4. The Master Site Development Fund has been established and it is being funded by at 1% of the Tip Fee.
5. Payment has been made by January 31 of each year.

Nothing came to our attention to cause us to believe the Contractor is noncompliant with the terms and conditions of the operating agreement.
Landfill

County Compliance

Criteria: To determine if the County is in compliance with the terms and conditions of the 2009 Williamson County Landfill Operation Agreement.

Condition: Section 2.11(c) (4) of the 2009 Williamson County Landfill Operation Agreement states “County may, at its sole option, hire a qualified and independent Oversight Inspector, who has no conflict of interest, to represent County in monitoring Landfill operations.” Such an Oversight Inspector has not been hired to date.

On December 14, 2010 the Commissioners Court approved agenda item 44 "To authorize advertising and set date of February 3, 2011 at 3:00 p.m. in the Purchasing Department to receive proposals for Williamson County Landfill Inspection Training, proposal number 11WCCP1001." A contract for inspection training has not been awarded to date.

On July 20, 2010 the Commissioners Court approved agenda item 27 "To approve the acquisition of the services of a landscape architect to assist with the Landfill Master Plan."

On December 14, 2010 the Commissioners Court approved agenda item 40 "To authorize advertising and set date of January 19, 2011 at 3:00 p.m. in the Purchasing Department to receive qualifications for landscape architectural services for Landfill Master Plan, RFQ #11WCRFQ1003." A contract for landscape architectural services has not been awarded to date.

The 2009 Williamson County Landfill Operation Agreement does not identify deadlines for the hiring of an oversight inspector or a landscape architect. Therefore, the County is compliant with the contract with respect to these two items.

Nothing came to our attention to cause us to believe the County is noncompliant with other sections of the Agreement.
### Royalties - 30 Day

**Criteria:** Verify receipt of the annual payment for the Additional Fees and Annual Recycling Material Sales Payment due the County, according to the Operating Agreement, were received and posted into the accounting system timely.

**Condition:** The annual payments totaling $449,421.92 due to the following funds were received and accounted for timely and without exception.

- Future Environmental Liability Fund
- City of Hutto and Hutto ISD Fund
- Master Site Development Fund
- Community Recreational Facility fund

The Annual Recycling Material Sales Payment was $2,134.13 and was also received and accounted for timely and without exception.

### Revenue

**Criteria:** The months of June, August, September, and November 2010 were selected for detailed testing. The gate receipt for individual transactions were selected at random from all the gate receipts for each week, the amount of the individual transaction was traced to the deposit slip, and then the deposit slip amount was traced to the bank deposit receipt.

**Condition:** There were no exceptions.
**Calibration**

**Criteria:** Verify quarterly calibration tests are performed on the scales at the weigh stations by a third party.

**Condition:** Both scales at the landfill weigh station have been regularly calibrated by the Bastrop Scale Company, Inc. P.O. Drawer 2100, Bastrop, Texas, 78602.

The scale serial numbers listed on the certificates of inspection match the serial numbers on the display monitor for each scale.

---

**Royalties**

**Criteria:** Verify monthly royalty payments are documented and calculated according to the Williamson County Landfill Operations Agreement.

**Condition:** For the months randomly selected for detailed testing, the royalty payments are documented and calculated according to the Williamson County Landfill Operations Agreement.

---

**WM Invoices**

**Criteria:** To determine if Contractor invoices paid by the county are accurate, complete, and approved prior to payment.

**Condition:** There were no exceptions.
<table>
<thead>
<tr>
<th>WCRAS invoices</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria:</strong> To determine if the number of dead animals reported on the gate receipts agree with the number on the Non-Hazardous Waste Manifests.</td>
</tr>
<tr>
<td><strong>Condition:</strong> There were no exceptions.</td>
</tr>
</tbody>
</table>

**Auditor’s Note**

During this audit, the assistance and cooperation of Waste Management’s on-site staff was excellent and very much appreciated. A special thank you goes to Danielle Richardson, Internal Auditor II, for her guidance and assistance during the transition of in-charge assignments for this audit.
### Findings, Recommendations, and Responses

#### Free Tonnage

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Section 3.1 (b) of the Operation Agreement states &quot;County shall not pay a Tip Fee on the first 750 tons of Acceptable Waste, inclusive of dead animals, it delivers to the Landfill per Agreement Year&quot;.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>Based on information provided by the WCRAS Director there were 543 cats and 435 dogs euthanized at the shelter between March 2010 and February 2011. The weight of the euthanized animals is estimated to be 12.23 tons for the contract year ended February 28, 2011, and the free tonnage schedule reports 22.13 tons for the same period.</td>
</tr>
<tr>
<td>Cause:</td>
<td>The probability exists that the variance in tonnage is due to combining loads from the WCRAS with waste from other county departments.</td>
</tr>
<tr>
<td>Effect:</td>
<td>The variance of 9.87 tons is worth approximately $325.</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>The WCRAS Director and the landfill manager should take the necessary steps to ensure the WCRAS is only being charged for Acceptable Waste generated by the shelter and not other county departments.</td>
</tr>
<tr>
<td>Management Response:</td>
<td>WM will begin sending the Director of the Regional Animal Shelter the monthly ticket detail of what is being charged to their account so it can review it monthly.</td>
</tr>
</tbody>
</table>
### Findings, Recommendations, and Responses Continued

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Section 2.11 Records and Reports by Contractor, (c) Operational Review (3) States &quot;Within 45 days following the County's annual performance review and inspection, County shall issue to Contractor a summary of all findings and recommendations, if any, for changes to Landfill management, operation, and maintenance.&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>A summary report of all findings and recommendations, if any, for changes to Landfill management, operation and maintenance recommended by the County to the Contractor was unavailable for review.</td>
</tr>
<tr>
<td>Cause:</td>
<td>The written results of performance reviews of Landfill operations made by the Senior Director of Infrastructure for the County have not been made.</td>
</tr>
<tr>
<td>Effect:</td>
<td>The lack of written documentation on performance reviews increases the risk of noncompliance with the Agreement.</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>Within 45 days following a meeting to review operations and performance of the Contractor, County management should issue to the Contractor a summary report or letter of all findings and recommendations, if any, for changes to landfill management operation, and maintenance.</td>
</tr>
<tr>
<td>Management Response:</td>
<td>Effective immediately the Senior Director of Infrastructure for the County will issue a summary report or letter of all findings and recommendations, if any, from the performance reviews to the Contractor.</td>
</tr>
</tbody>
</table>
Lydia Linden

From: Julie Kiley
Sent: Wednesday, November 16, 2011 2:53 PM
To: Lydia Linden
Subject: RE: Account question
Attachments: image001.png

Lydia:

After reviewing with David Flores please charge this to 0311-0311-004100 which is professional services out of the Master Site Development Fund. Call me if you have questions. Also, just a reminder nothing in regards to the landfill should be charged to the R&B Fund nor should any R&B staff be spending time on this issue without their time being reimbursed from somewhere else.

Thanks,

Julie

From: Lydia Linden
Sent: Wednesday, November 16, 2011 2:11 PM
To: Julie Kiley
Subject: Account question

We are needing to pay $3700 for an Asbestos Survey on the Johnson House. I understand this will need to come out of Road & Bridge funds?? If so can I take it out of the Landfill account or Professional Services? Please let me know

Lydia Linden
llinden@wilco.org
Williamson County Road & Bridge
(512)-943-3330

Helpful Links
Maps to Williamson County buildings
Following is a link to a map of County Buildings, including the Road and Bridge location (labeled as Central Maintenance Facility):
http://maps.google.com/maps/ms?hl=en&ie=UTF8&msa=0&t=h&msid=11243534783836489718.00044ccdf0aebf2ef959&ll=30.636287,-97.663651&spn=0.107822,0.153809&z=13

Williamson County Road Bond Program
Following is a link to the road bond program in Williamson County:
http://www.wilco.org/LinkClick.aspx?link=http%3a%2f%2fwww.roadbond.org&tabid=471&mid=1012

Road Maintenance
You may report road repair or road maintenance problems by submitting a work order request via this link:

Williamson County Departments
Following is a list of county departments.
July 26, 2011

Williamson County
Facilities Maintenance Department
3101 S.E. Inner Loop
Georgetown, Texas 78628

Sent via electronic mail to dgossett@wilco.org

Attention: Mr. Dwayne Gossett

Reference: PROPOSAL FOR ASBESTOS AND LEAD CONSULTING SERVICES
Johnson Alquist House, Georgetown, Texas
Baer Engineering Proposal No. 111060-5.010, Exhibit A

Dear Mr. Gossett:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to submit this proposal to perform asbestos and lead consulting services of the Johnson Alquist House (Site) located in Georgetown, Texas. This proposal is based on information provided by you and our experience with similar projects.

The following sections present the project information, our proposed scope of services, reporting, time and fee information, and procedures for authorization to perform our services.

PROJECT INFORMATION
We understand that the Site is comprised of four structures totaling approximately 7,400 square-feet. All structures on the site are planned to be demolished. The purpose of the survey is to provide documentation of the presence or absence of asbestos-containing materials (ACMs) and/or lead concentrations in painted components for demolition.

SCOPE OF SERVICES

Asbestos Materials Survey
The asbestos survey services will comply with the Texas Asbestos Health Protection Rules (TAHPR) which detail specific requirements for material sampling, laboratory analysis, and survey documentation. Additionally, TAHPR requires that ACMs be identified prior to any planned activities that would potentially disturb them.

Experienced personnel licensed by the Texas Department of State Health Services (DSHS), will conduct the asbestos materials survey and sampling. The inspector will identify suspected ACMs and collect samples in accordance with the TAHPR. We will assess all structures to be demolished and collect representative samples of homogenous materials.

The material samples will be submitted to a DSHS-licensed laboratory and will be analyzed for the presence of asbestos utilizing Polarized Light Microscopy (PLM) in accordance with the
The information obtained from the asbestos and lead services can be utilized with specific demolition plans to develop abatement plans, if necessary. The scope of our proposed services does not include development of abatement plans and or specifications. Baer Engineering can, however, provide these services and will submit a written proposal for your approval, if requested.

**TIME AND FEE INFORMATION**

Baer Engineering will perform the above-referenced scope of services based on the time required and expenses incurred and in accordance with our existing contract with Williamson County and the attached Schedule of Fees. We recommend establishing the following budget:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field survey</td>
<td>$850</td>
</tr>
<tr>
<td>Laboratory analysis - ACM (up to 90 samples)</td>
<td>$900</td>
</tr>
<tr>
<td>Laboratory analysis - LBP (up to 30 samples)</td>
<td>$300</td>
</tr>
<tr>
<td>Report, project management, equipment, and expenses</td>
<td>$1,650</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$3,700</strong></td>
</tr>
</tbody>
</table>

Our service fee includes expenses for one inspector to perform the site survey work during a 1 and a ½ day site visit (including travel time) without access delays. Our service fee also includes analysis of up to 90 material samples for asbestos by PLM analysis. Additional sample PLM analysis, if necessary, will be billed at an additional fee of $10 per sample. Normal turnaround time for laboratory analysis is 5-10 working days. Priority analysis of the samples to receive results within 1-2 days, if requested, will be an additional fee of $5 per sample. Our service fee also includes analysis of up to 30 material samples for paint chip analysis. Additional sample paint chip analysis, if necessary, will be billed at an additional fee of $10 per sample. We will provide a verbal report of the findings upon receipt of the laboratory analysis. Requests for additional services, beyond the scope of services presented in this proposal, will be based on the time required and expenses incurred in accordance with the attached schedule of fees. We will not perform additional services without your prior authorization.

**SURVEY QUALIFICATIONS**

Baer Engineering will observe existing conditions at the Site using generally accepted procedures and will provide a general description of the materials observed during our inspection. There is always a possibility that conditions at some locations may be different from those at areas targeted during our inspection.

Concealed materials that exist inside walls and other building cavities as well as behind interior and exterior finishes may not be detected if there are no visible indications that such materials are present. Baer Engineering will attempt to locate hidden materials, based upon the inspector's professional judgment of where such materials may likely exist. However, please be aware that it may not be possible to identify all concealed materials, given the time and budget allowed for this project.

Additional asbestos sampling and lead testing may be necessary if demolition activities uncover concealed suspect materials. The analysis of the paint chip samples and asbestos samples performed and obtained, with respect to the presence and amount of lead and asbestos, if any, is limited to that for the discrete area and quantity of material sampled, or paint tested, at that particular location. Different analytical results may be obtained at adjacent areas due to variations in the material type and consistency.
Williamson County is TAX EXEMPT
Under Section 20.04
TEX. TAX-GEN. ANN.

Williamson County

PURCHASE ORDER

P.O. #: 134783
P.O.Dt: 15-AUG-11

SHIP TO:
Facilities Maintenance Department
3101 SE Inner Loop
Georgetown, TX 78626

INVOICE TO:
Facilities Maintenance Department
3101 SE Inner Loop
Georgetown, TX 78626

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>PER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ASBESTOS AND LEAD CONSULTING SERVICES ON JOHNSON ALMQVIST HOUSE PER ATTACHED PROPOSAL</td>
<td></td>
<td></td>
<td><strong>3,700.00</strong></td>
</tr>
</tbody>
</table>

IMPORTANT
OUR ORDER NUMBER MUST APPEAR ON INVOICES AND PACKAGES.
ACKNOWLEDGE IF UNABLE TO SHIP ON TIME.
PURCHASES ARE VALID ONLY WHEN COVERED BY THIS PURCHASE ORDER.

TOTAL 3,700.00
From: Megan Smith  
Sent: Tuesday, August 16, 2011 3:06 PM  
To: Lydia Linden  
Cc: Terron Everson  
Subject: FW: PO 134783 Baer Eng  
Attachments: 110809220943_0001.pdf; image001.gif; FNDWRR.pdf

FYI

Megan D. Smith  
Williamson County Road and Bridge  
Acct Payable  
(512)943-3330 Office  
(512)943-3335 Fax

From: Shirley Taylor  
Sent: Tuesday, August 16, 2011 2:20 PM  
To: Megan Smith  
Subject: PO 134783 Baer Eng

Megan,

We did the attached purchase order for Baer Engineering out of our budget, but in court today they said they wanted it paid for out of the landfill budget. Gary talked to Bob on the phone and he agreed to pay for it from the landfill budget. I am going to close the attached PO so you can open a new one. If you need any more information let me know.

Thanks,

Shirley Taylor

From: Connie Singleton  
Sent: Monday, August 15, 2011 11:55 AM  
To: Shirley Taylor  
Subject: PO 134783 Baer Eng

Did I send this to you? If not...here you go.

Thank You,

Connie Singleton  
Williamson County Purchasing  
512-943-1553
June 21, 2011

Gary Wilson  
Williamson County Facilities  
3101 South East Inner Loop  
Georgetown, TX  78626

Reference:  Johnson Almquist House

Dear Mr. Wilson,

We are pleased to submit our assessment of the existing condition of the Johnson Almquist House and ancillary buildings.

We have reported on the condition of the interior and exterior of the house, the exterior of the garage and the exterior of the barn. Also included is an estimate of the cost of renovation for replacement of the buildings and our recommendation for the disposition of this property.

If we can be of further assistance, please do not hesitate to call me.

Sincerely,

[Signature]

Keith Hickman  
Principal  
KAHickman Architects and Interior Designers
Memorandum

To: File
CC: Bob Daigh, P.E.,
From: Joe M. England, P.E.
Date: May 16, 2013 10:30 A. M.
Re: Landfill Inspection

WEATHER CONDITIONS: Light wind, sunny and dry.

FACILITY CONDITIONS: Fence on CR 130 that had been open is now closed. Flare and water agitator working. Vegetation on the berm north of the flare is improving. Trash fence at the active face was in place and working. There was some trash on the east face of the active cell.

RECYCLING CENTER: As I drove past, the site was clean and orderly.

FREE RANGE TRASH: No noticeable trash along the perimeter fence on CR 130 and FM 1660.
Memorandum

To: File

CC: Bob Daigh, P.E., Christi Stromberg

From: Joe M. England, P.E.

Date: 2/25/2013 9:30 A.M.

Re: Landfill Inspection

WEATHER CONDITIONS: No wind, sunny and dry.

FACILITY CONDITIONS: Open fence on CR 130. Flare and water agitator working. Berm north of the flare to be re-vegetated.

RECYCLING CENTER: Site was very clean and orderly. Attendant quickly met us.

FREE RANGE TRASH: Very little trash along the perimeter fence on CR 130 and FM 1660. Waste Management employees were actively picking up trash.
I conducted a surprise inspection of the Williamson County Landfill this morning at approximately 10 am.

The weather conditions were windy and dry.

The landfill had all wind screens in place on the downwind side of the active face. A very small amount of blowing debris, principally plastic grocery bags were not contained by the wind screens but were confined to the Landfill site. This debris was being actively picked up by hand by Waste Management personnel. No significant erosion was apparent on the face of the landfill. Significant vegetation or wood much covered all exposed faces not actively being worked.

There were approximately six plastic bottles and aluminum cans observed against the inside of the recycling center fence. The Waste Management Recycling center manager was in process of policing the yard area at the time of the start of the visit and the observed materials had been picked up by the time my inspection tour was complete.

No contract or permit deficiencies were observed.
A surprise inspection was conducted of the Williamson County Landfill by Williamson County representatives Bob Daigh and Christi Stromberg at 2:30 pm on Friday, March 9, 2012. The weather events earlier in the week included high winds, so we would have expected to see some debris along road ditches and fences. This was not the case, the perimeter of the landfill and adjacent roads contained no trash. Only one plastic bottle was seen inside the fence of the recycling center and one plastic bag caught in a tree. A rain event started the day before the inspection and no erosion was taking place that we could see. The waterways in the vicinity appeared to be free of any trash.

Thanks,

Christi Stromberg
Facilities Landscape Specialist
Williamson County
512-943-3377
csiromberg@wilco.org
Equipment/Service Specifications

Equipment/Service Description

Schedule of Charges

Date: 11/17/13

Customer: T. R.

Equipment: No rent renewal

Service: Line maintenance fee

AGREEMENT

The undersigned representative of Customer, in the name and on behalf of the undersigned, agrees that no rent renewal, maintenance fee, or any other charge shall be made for the rental of the equipment described above. The undersigned customer has paid in full for the equipment and has no further charges to be made.

Customer Signature: 

Date: 3/15/12

Contractor: 

Signature: 

Date: 3/15/12
<table>
<thead>
<tr>
<th><strong>INVOICE NUMBER:</strong></th>
<th>700989699</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INVOICE DATE:</strong></td>
<td>5/1/2013</td>
</tr>
<tr>
<td><strong>CUSTOMER ID:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AMOUNT DUE:</strong></td>
<td>537.30</td>
</tr>
<tr>
<td><strong>CUSTOMER NAME:</strong></td>
<td>HUTTO1602</td>
</tr>
<tr>
<td><strong>ADDRESS:</strong></td>
<td>225 SWINDOLL 3805 HUTTO TX 78634</td>
</tr>
<tr>
<td>INVOICE NUMBER:</td>
<td>1708873414</td>
</tr>
<tr>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>INVOICE DATE:</td>
<td>6/1/2013</td>
</tr>
<tr>
<td>CUSTOMER ID:</td>
<td></td>
</tr>
<tr>
<td>AMOUNT DUE:</td>
<td>537.30</td>
</tr>
<tr>
<td>CUSTOMER NAME:</td>
<td>Hutto 180D</td>
</tr>
</tbody>
</table>
| ADDRESS:       | 225 Swindoll 3005  
<pre><code>             | Hutto, TX 78634  |
</code></pre>
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Invoice Date</td>
<td>3/1/2013</td>
</tr>
<tr>
<td>Customer ID</td>
<td></td>
</tr>
<tr>
<td>Amount Due</td>
<td>537.30</td>
</tr>
<tr>
<td>Customer Name</td>
<td>HUTTO ISD</td>
</tr>
<tr>
<td>Address</td>
<td>225 SWINDOLL 380S</td>
</tr>
<tr>
<td></td>
<td>HUTTO TX 78634</td>
</tr>
</tbody>
</table>
## SUMMARY OF MY INVOICE

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>INVOICE NUMBER</td>
<td>1700837193</td>
</tr>
<tr>
<td>INVOICE DATE</td>
<td>2/1/2013</td>
</tr>
<tr>
<td>CUSTOMER ID</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>AMOUNT DUE</td>
<td>$537.30</td>
</tr>
<tr>
<td>CUSTOMER NAME</td>
<td>HUTTO ISD</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>225 SWINDOLL 380S&lt;br&gt;HUTTO TX 78634</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>INVOICE NUMBER:</strong></td>
<td>1700621003</td>
</tr>
<tr>
<td><strong>INVOICE DATE:</strong></td>
<td>1/1/2013</td>
</tr>
<tr>
<td><strong>CUSTOMER ID:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AMOUNT DUE:</strong></td>
<td>537.30</td>
</tr>
<tr>
<td><strong>CUSTOMER NAME:</strong></td>
<td>HUTTO ISD</td>
</tr>
</tbody>
</table>
| **ADDRESS:**          | 225 SWINDOLL 380S  
                        | HUTTO TX 78634  |
INVOICE

Customer:
Account Number: 
Invoice Date: 01/01/2013
Invoice Number: 0017520-1072-6
Due Date: 
WM ezPay Account ID: 

<table>
<thead>
<tr>
<th>Total Current Charges</th>
<th>Total Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>615.56</td>
<td>615.56</td>
</tr>
</tbody>
</table>

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON.

<table>
<thead>
<tr>
<th>Service Period: 12/16/12 - 12/31/12</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Landfill</td>
<td>615.56</td>
</tr>
</tbody>
</table>

Total Current Charges 615.56

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $1.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill online? Visit www.wm.com and click on My Account to make a convenient, secure payment.

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Payment Coupon

Learn how we Think Green at www.wm.com/thinkgreen

HUTTO ISD
200 COLLEGE STREET
HUTTO TX 78634-4525

Waste Management of Texas, Inc.
Williamson County Landfill 1072
600 CR 128
Hutto, TX 78634
(713) 354-5200
(866) 555-1229 FAX

Waste Management of Texas, Inc.
Williamson County Landfill
PO BOX 660345
DALLAS TX 75266

From everyday collection to environmental protection, Think Green! Think Waste Management.
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages, or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.
(This notice is in compliance with 11 USC 342(a) of the Bankruptcy Code.)
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**Total charges for service location**  
615.56

**Total Current Charges**  
615.56

---

**From everyday collection to environmental protection,**  
**Think Green: Think Waste Management.**
INVOICE

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:

Total Current Charges  Total Amount Due
567.34  567.34

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON.

if full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $3.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due Over 30 Over 60 Over 90 Over 120 Total Due
567.34  0.00  0.00  0.00  0.00  567.34

Payment Coupon
Please detach and send with checks only (no cash). Please send all other correspondence to your local WM site.

WM
Waste Management of Texas, Inc.
Williamson County Landfill 1072
600 CR 128
Hutto, TX 78634
(737) 354-5200
(866) 599-1209 FAX

Learn how we Think Green at www.wm.com/thinkgreen

HUTTO ISD
200 COLLEGE STREET
HUTTO TX 78634-4525

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From everyday collection to environmental protection, 
Think Green: Think Waste Management.
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**Payments Received Detail**

01/07/2013 Payment - thank you

Total Payments Received

615.56-
INVOICE

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:
Due Upon Receipt:

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If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $5.00 or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Your Invoice Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01/2013</td>
<td>0017616-1072-2</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Due Date</th>
<th>Total Due</th>
<th>Amount Paid</th>
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<tbody>
<tr>
<td>Upon Receipt</td>
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<td>524.52</td>
</tr>
</tbody>
</table>

Waste Management of Texas, Inc.
Williamson County Landfill 1072
600 CR 128
Hutto, TX 78634
(713) 354-5200
(866) 659-1229 FAX

In order to reduce payment processing time, please submit your payment to the address listed on the payment coupon.
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2625 W. Grandview Rd, Ste 150 Phoenix, AZ 85023.
(This language is in compliance with 11 USC § 342(a) of the Bankruptcy Code.)
<table>
<thead>
<tr>
<th>Date</th>
<th>Ticket</th>
<th>Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Rate</th>
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<tbody>
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<td>Msw loose tons</td>
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<tr>
<td></td>
<td></td>
<td>Wct community recreational fund</td>
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<tr>
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<tr>
<td></td>
<td></td>
<td>Fuel surcharge 8%</td>
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<td>PCT</td>
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**Total charges for service location** 524.52

**Total Current Charges** 524.52
<table>
<thead>
<tr>
<th>Payments Received Detail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01/17/2013 Payment - thank you</td>
<td>567.34-</td>
</tr>
</tbody>
</table>

Total Payments Received | 567.34- |
INVOICE

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:

Due Upon Receipt

Total Current Charges  Total Amount Due
38.88  38.88

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due  Over 30  Over 60  Over 90  Over 120  Total Due
38.88  0.00  0.00  0.00  0.00  38.88

Payment Coupon
Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

WM
Waste Management of Texas, Inc.
Williamson County Landfill 1072
600 CR 128
Hutto, TX 78634
(713) 354-5200
(666) 659-1229 FAX

Learn How we Think Green at
www.wm.com/thinkgreen

HUTTO ISD
200 COLLEGE STREET
HUTTO TX 78634-4525

From everyday collection to environmental protection,
Think Green: Think Waste Management.
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<table>
<thead>
<tr>
<th>Date</th>
<th>Ticket</th>
<th>Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
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<td>Vehicle#394</td>
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<tr>
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<td></td>
<td>Recycling wood yard</td>
<td>6.00</td>
<td>YDS</td>
<td>6.00</td>
<td>36.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel surcharge 8%</td>
<td>1.00</td>
<td>PCT</td>
<td>8.00</td>
<td>2.88</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ticket Total</td>
<td></td>
<td></td>
<td></td>
<td>38.88</td>
</tr>
</tbody>
</table>

**Total charges for service location**  
38.88

**Total Current Charges**  
38.88

---

From everyday collection to environmental protection,  
Think Green! Think Waste Management.
INVOICE

Waste Management of Texas, Inc.
Williamson County Landfill 1072
600 CR 128
Hutto, TX 78634
(713) 354-5200
(866) 638-1228 FAX

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:

Due Upon Receipt

Total Current Charges  Total Amount Due
45.36  45.36

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

<table>
<thead>
<tr>
<th>Current Due</th>
<th>Over 30</th>
<th>Over 60</th>
<th>Over 90</th>
<th>Over 120</th>
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<tbody>
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<td>45.36</td>
</tr>
</tbody>
</table>

Payment Coupon
Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number: [Redacted]
Your Invoice Number: 0017763-1072-2

Due Date: 03/01/2013
Total Due: 45.36
Amount Paid: [Redacted]

Learn how we Think Green at www.wm.com/thinkgreen

From everyday collection to environmental protection,
Think Green: Think Waste Management.

Waste Management of Texas, Inc.
Williamson County Landfill
PO BOX 660345
DALLAS TX 75266

HUTTO ISD
200 COLLEGE STREET
HUTTO TX 78634-4525
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.
<table>
<thead>
<tr>
<th>Date</th>
<th>Ticket</th>
<th>Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>02/27/13</td>
<td>892489</td>
<td>Recycling wood yard</td>
<td>7.00</td>
<td>YDS</td>
<td>6.00</td>
<td>42.00</td>
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<tr>
<td></td>
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<td>Fuel surcharge 8%</td>
<td>1.00</td>
<td>PCT</td>
<td>8.00</td>
<td>3.36</td>
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<tr>
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**Total charges for service location**

**Total Current Charges**

**45.36**

**Payments Received:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>02/19/2013</td>
<td>02/19/2013 Payment - thank you</td>
<td>38.88</td>
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</tbody>
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**Total Payments Received**

**38.88**
INVOICE

Customer:
Online WM ezPay ID:
Invoice Date: 04/16/2013
Invoice Number: 0017912-1072-5
Account Number:
Due Date: Due Upon Receipt

Total Current Charges  Total Amount Due

41.21 41.21

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON

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Payment Coupon

Please detach and send with checks only (no cash). Please send all other correspondence to your local WM site.

Your Account Number:

Invoice Date: 04/16/2013
Invoice Number: 0017912-1072-5
Due Date: 41.21
Total Due: 41.21
Amount Paid: 41.21

Learn how we Think Green at www.wm.com/thinkgreen

From everyday collection to environmental protection,
Think Green: Think Waste Management.
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

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Please send all bankruptcy correspondence to 2625 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.
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<td></td>
<td></td>
<td><strong>Total charges for service location</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>41.21</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Current Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>41.21</strong></td>
</tr>
</tbody>
</table>

**03/07/2013 Payment - thank you.**

**Total Payments Received**

**45.36-**
INVOICE

Customer:
Online WM ezPay ID: [REDACTED]
Invoice Date: 05/01/2013
Invoice Number: 0017959-1072-6
Account Number: [REDACTED]
Due Date: Due Upon Receipt

Total Current Charges 25.91
Total Amount Due 25.91

Please pay total amount due. Thank you for your business.

IN ORDER TO REDUCE PAYMENT PROCESSING TIME, PLEASE SUBMIT YOUR PAYMENT TO THE ADDRESS LISTED ON THE PAYMENT COUPON

On this or your next invoice, our fuel surcharge increases from 0.27% to 0.30% per $0.01 change in diesel price as reported by the US Dept of Energy. Payment of your invoice is considered consent to this charge. For more information visit www.wm.com/etc.

Want to pay this bill online? Visit www.wm.com and click on My Account to make a convenient, secure payment.

<table>
<thead>
<tr>
<th>Current Due</th>
<th>Over 30</th>
<th>Over 60</th>
<th>Over 90</th>
<th>Over 120</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.91</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>25.91</td>
</tr>
</tbody>
</table>

Payment Coupon
Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number [REDACTED]
Invoice Date 05/01/2013
Invoice Number 0017959-1072-6

Due Date Upon Receipt
Total Due 25.91
Amount Paid [REDACTED]

From everyday collection to environmental protection,
Think Green! Think Waste Management.
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2525 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.
(This language is in compliance with 11 USC 362(c)(3) of the Bankruptcy Code.)
<table>
<thead>
<tr>
<th>Date</th>
<th>Ticket</th>
<th>Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/25/13</td>
<td>903690</td>
<td>Vehicle#truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recycling wood yard</td>
<td>4.00</td>
<td>YDS</td>
<td>6.00</td>
<td>24.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel surcharge - landfill</td>
<td>1.00</td>
<td>PCT</td>
<td>7.94</td>
<td>1.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ticket Total</td>
<td></td>
<td></td>
<td></td>
<td>25.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total charges for service location</td>
<td></td>
<td></td>
<td></td>
<td>25.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Current Charges</td>
<td></td>
<td></td>
<td></td>
<td>25.91</td>
</tr>
</tbody>
</table>

Payments Received Detail

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment - thank you</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/17/2013</td>
<td></td>
<td>41.21-</td>
</tr>
</tbody>
</table>

Total Payments Received 41.21-
INVOICE

Customer:
Online WM ezPay ID:
Invoice Date:
Invoice Number:
Account Number:
Due Date:

<table>
<thead>
<tr>
<th>Total Current Charges</th>
<th>Total Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>71.19</td>
<td>71.19</td>
</tr>
</tbody>
</table>

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>25.91</td>
</tr>
<tr>
<td>Total Credits and Adjustments</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Payments Received</td>
<td>25.91</td>
</tr>
<tr>
<td>Total Current Charges</td>
<td>71.19</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>71.19</td>
</tr>
<tr>
<td>Total Amount Past Due</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Service Period: 05/01/13 - 05/15/13

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfill</td>
<td>71.19</td>
</tr>
</tbody>
</table>

Total Current Charges 71.19

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a re-connection fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
-------------|---------|---------|---------|----------|-----------|
71.19        | 0.00    | 0.00    | 0.00    | 0.00     | 71.19     |

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Your Invoice Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/15/2013</td>
<td>0018012-1072-3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Total Due</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Receipt</td>
<td>71.19</td>
<td></td>
</tr>
</tbody>
</table>

Learn how we Think Green at www.wm.com/thinkgreen
NOTICE: By sending your check, you are authorizing Waste Management to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Please send all bankruptcy correspondence to 2825 W. Grandview Rd. Ste 150 Phoenix, AZ 85023.
(This language is in compliance with 11 USC 362(a)(3) of the Bankruptcy Code.)
**Service Location:** 472-273 Hutto Isd: P.O. Box 430: HuttoTx 78634-0430

<table>
<thead>
<tr>
<th>Date</th>
<th>Ticket</th>
<th>Description</th>
<th>Quantity</th>
<th>U/M</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/08/13</td>
<td>906297</td>
<td>Vehicle#04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recycling wood yard</td>
<td>5.00</td>
<td>YDS</td>
<td>6.00</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel surcharge - landfill</td>
<td>1.00</td>
<td>PCT</td>
<td>7.93</td>
<td>2.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Ticket Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>32.35</td>
</tr>
<tr>
<td>05/14/13</td>
<td>907198</td>
<td>Vehicle#04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recycling wood yard</td>
<td>6.00</td>
<td>YDS</td>
<td>6.00</td>
<td>36.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel surcharge - landfill</td>
<td>1.00</td>
<td>PCT</td>
<td>7.98</td>
<td>2.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Ticket Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>38.84</td>
</tr>
</tbody>
</table>

**Total charges for service location:** 71.19

**Total Current Charges:** 71.19

---

**Payments Received Detail**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/02/2013</td>
<td>25.91-</td>
</tr>
</tbody>
</table>

**Total Payments Received**

25.91-

*From everyday collection to environmental protection, Think Green: Think Waste Management.*
WILLIAMSON COUNTY LANDFILL – WASTE MGMT MONTHLY REPORTS

<table>
<thead>
<tr>
<th></th>
<th>Tons</th>
<th>Revenue*</th>
<th>Avg $/Ton</th>
<th>Avg Tons/Mo</th>
<th>Avg $ Mo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov 2012</td>
<td>23066</td>
<td>591076</td>
<td>25.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 2012</td>
<td>21746</td>
<td>550532</td>
<td>23.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan 2013</td>
<td>22198</td>
<td>595053</td>
<td>26.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb 2013</td>
<td>20327</td>
<td>551498</td>
<td>27.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar 2013</td>
<td>21784</td>
<td>597461</td>
<td>27.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>109121</strong></td>
<td><strong>2885620</strong></td>
<td><strong>26.44</strong></td>
<td><strong>21824</strong></td>
<td><strong>577124</strong></td>
</tr>
</tbody>
</table>

FOR THE PERIOD MARCH THROUGH JUNE OF 2009

<table>
<thead>
<tr>
<th></th>
<th>Tons</th>
<th>Revenue*</th>
<th>Avg $/Ton</th>
<th>Avg Tons/Mo</th>
<th>Avg $ Mo</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>112666</td>
<td>2503623</td>
<td>22.22</td>
<td>28167</td>
<td>625906</td>
</tr>
</tbody>
</table>

*Does not include revenue from “Other Fees” and “Pass Through Charges”

During the four months of 2009, the posted gate rate was $31.50 per ton
During the five months of 2012-2013, the posted gate rate was $35 per ton

There was a 23 percent decrease in volume since 2009.
Williamson County Landfill

Auditors:
Ardis Rike, CGAP, Senior Internal Auditor
Kathy Wierzowiecki, CGAP
Director of Internal Audit

Release Date: May 11, 2012

Distribution List:
Dan Gattis, County Judge
Lisa Birkman, County Commissioner Pct. 1
Cynthia Long, County Commissioner Pct. 2
Valerie Covey, County Commissioner Pct. 3
Ron Morrison, County Commissioner Pct. 4
James Smith, District Mgr., Waste Management
Steven Johnson, Controller, Waste Management
Jason Kjar, Site Manager, Waste Management
BACKGROUND:
Williamson County owns the real property at 600 CR 128, Hutto, where the Landfill is located. The County contracts with an independent agent, Waste Management, Inc., to administer the daily operations. They abide by the regulations and licensing requirements set forth by the Texas Commission on Environmental Health and comply with other pertinent statutes issued by other governing offices of the Federal, State, and Local authorities.

Waste Management operates under an agreement with Williamson County that was amended in March 2009. This agreement stipulates the County be paid a 14.5% monthly royalty for a total of no less than $250,000 per agreement year. The County will also be paid 6.5% of monthly gross receipts for all recyclables or diverted material accepted at the Landfill. In addition to the monthly royalty, WM will submit annually, on January 31, two percent (2%) of yearly royalty to be paid to the Future environmental Liability Fund (FELF), one percent (1%) to the Master Site Development Fund (MSDF), one percent (1%) to the Community Recreational Facility Fund (CRFF) and two percent (2%) for the benefit the city of Hutto and Hutto ISD. The agreement also states that if Waste Management contracts with an unrelated third party for a disposal rate at the Landfill that is less than the current gate rate, then for the purposes of calculating monthly royalties, this negotiated disposal rate is raised up to the current gate rate.

Waste Management was recently named the 2011 Large Business of the Year by the Hutto Area Chamber of Commerce for its contributions to the Hutto community.

SCOPE: January 2011 through February 2012 monthly royalties, receipts and deposits, and the 2% annual payment of funds.

OBJECTIVES: To verify:
- Contractor maintains required liability insurance as outlined in the contract.
- Contractor shall post a performance bond or letter of credit with County to guarantee performance of all post-closure monitoring and site maintenance requirements.
- Components of internal controls are in place.
- Monthly royalty payments submitted are calculated according to the Williamson County Landfill Operations Agreement.
- The scales are checked and verified by a licensed scale technician not less than every six months according to the contract.
- Daily revenue is deposited in a timely manner.
- Royalty payments are submitted to Williamson County within 30 days of the end of the month after which royalty payments were calculated.
METHODOLOGY:
- Review contract for insurance and bond requirements.
- Request and compare certificate of insurance and bond to contract requirements.
- Compare essential controls to actual controls in place.
- Review quarterly calibration reports.
- Review daily deposit packets.
- Review deposit dates in Oracle.

---

Work Performed

<table>
<thead>
<tr>
<th>Insurance &amp; Bond Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria:</strong></td>
</tr>
<tr>
<td><strong>Condition:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Internal Controls</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria:</strong></td>
</tr>
<tr>
<td><strong>Condition:</strong></td>
</tr>
</tbody>
</table>
### Royalties Accurately Calculated

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Monthly royalty payments submitted are calculated according to the Williamson County Landfill Operations Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>Sampled five of 14 months’ royalty payments. All monthly totals tied back to system reports and all royalties sampled were paid according to the contracted rate.</td>
</tr>
</tbody>
</table>

### Scale Calibration

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>The scales are checked and verified by a licensed scale technician not less than every six months according to the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>Quarterly calibration tests were performed on the scales at the weigh stations by a third party for the audit period. All test results complied with the Office of Weights and Measures tolerances and accuracy.</td>
</tr>
</tbody>
</table>

### Daily Revenue Deposits

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Daily revenue is deposited in a timely manner.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>Sampled three days from each of five months of the 14 month audit period. All 15 days of deposit totals represented 2,930 receipts. All deposits sampled matched to the bank amount and were deposited timely.</td>
</tr>
</tbody>
</table>

### Royalty Payments Timely

<table>
<thead>
<tr>
<th>Criteria:</th>
<th>Royalty payments are submitted to Williamson County within 30 days of the end of the month after which royalty payments were calculated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition:</td>
<td>Royalty payments for all 14 months of the scope were submitted to the County within 30 days of the end of the month after which royalties were calculated.</td>
</tr>
</tbody>
</table>
Contract Audit - Landfill

Auditor:
Jalyn Morris, Contract Auditor, CIA, CGAP

Release Date: December 14, 2012

Distribution List:
Dan Gattis, County Judge
Lisa Birkman, County Commissioner Pct. 1
Cynthia Long, County Commissioner Pct. 2
Valerie Covey, County Commissioner Pct. 3
Ron Morrison, County Commissioner Pct. 4
Steven Johnson, Controller for Waste Management
James Smith, District Manager, Waste Management
Williamson County
Landfill
Audit Report

BACKGROUND:
Williamson County owns the real property at 600 CR 128, Hutto, where the Landfill is located. The County contracts with an independent agent, Waste Management, Inc. (WM), to administer the daily operations. They abide by the regulations and licensing requirements set forth by the Texas Commission on Environmental Health and comply with other pertinent statutes issued by other governing offices of the Federal, State, and Local authorities.

WM operates under an agreement with Williamson County that was amended in March 2009. This agreement stipulates the County be paid a 14.5% monthly royalty for a total of no less than $250,000 per agreement year. The County will also be paid 6.5% of monthly gross receipts for all recyclables or diverted material accepted at the Landfill. In addition to the monthly royalty, WM will submit annually, on January 31, two percent (2%) of yearly royalty to be paid to the Future environmental Liability Fund (FELF), one percent (1%) to the Master Site Development Fund (MSDF), one percent (1%) to the Community Recreational Facility Fund (CRFF) and two percent (2%) to the City of Hutto and Hutto ISD. The agreement also states that if WM contracts with an unrelated third party for a disposal rate at the Landfill that is less than the current gate rate, then for the purposes of calculating monthly royalties, this negotiated disposal rate is raised up to the current gate rate.

SCOPE: March 2012 through September 2012 activity and 2011 activity for the following special funds: Future Environmental Liability Fund, City of Hutto/Hutto ISD, Master Site Development Fund, and Community Recreational Facility Fund

OBJECTIVES: To verify:
• Quarterly calibration tests are performed on the scales at the weigh stations by a scale technician not less than every six months according the contract.
• Daily revenue is deposited in a timely manner.
• Royalty payments are submitted to Williamson County within 30 days following the end of the month after which royalty payments were calculated.
• Payment equal to two percent of the Tip Fee is made to the County in January for the prior calendar year's activity for the Future Environmental Liability Fund and for City of Hutto/Hutto ISD fund. Payment equal to one percent of the Tip Fee is made to the County in January for the prior calendar years activity for the Master Site Development Fund and Community Recreational Facility fund.
• Monthly royalty payments are calculated according to the Williamson County Landfill Operations Agreement and are submitted according to the contract.
**METHODOLOGY:**
- Review quarterly calibration reports
- Review daily deposit packets
- Review deposit dates in Oracle
- Review calculations for the special funds
- Review calculations from the system reports

---

**Work Performed**

<table>
<thead>
<tr>
<th>Calibration</th>
<th>Criteria: Quarterly calibration tests are performed on the scales at the weigh stations by a scale technician not less than every six months according the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Condition: Quarterly calibration test were performed on the scales at the weigh stations by a third party licensed technician during the audit scope. All test results were within the National Institute of Standards and Technology tolerances and accuracy standards.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Criteria: Daily revenue is deposited in a timely manner.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Condition: Sampled 10 days from each month in the audit scope. All 70 days of deposits represented approximately 14,200 receipts. Deposits sampled were received by the bank in a timely manner.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Royalties - 30 Day</th>
<th>Criteria: Royalty payments are submitted to Williamson County within 30 days following the end of the month after which royalty payments were calculated.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Condition: Royalty payments for six of the seven months reviewed were submitted to the County within 30 days following the end of the month after royalties were calculated. One payment was approximately 15 days late.</td>
</tr>
</tbody>
</table>
Findings, Recommendations, and Responses

<table>
<thead>
<tr>
<th>Special Fund Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria:</strong></td>
</tr>
<tr>
<td><strong>Condition:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Cause:</strong></td>
</tr>
<tr>
<td><strong>Effect:</strong></td>
</tr>
<tr>
<td><strong>Recommendation:</strong></td>
</tr>
<tr>
<td><strong>Management Response:</strong></td>
</tr>
<tr>
<td><strong>Royalty Calculations</strong></td>
</tr>
<tr>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>Criteria:</strong></td>
</tr>
</tbody>
</table>
| **Condition:** | 1. Royalty payments were calculated correctly for five of the seven months audited. The commodity sales royalty was calculated incorrectly in May and September.  
2. Royalty payments were submitted correctly for five of the seven months audited. According to the contract, the commodity sales royalty is paid annually in January of each year. The commodity sales royalty for April and September was paid with the corresponding monthly payment. |
| **Cause:** | 1. and 2. Oversight. |
| **Effect:** | 1. If the commodity sales annual payment due in January 2013 is not adjusted, payment will be short by $63.17.  
2. Commodity sales contract stipulations were not followed for two months. The annual payment may be incorrect if the early payments are not taken into account. |
| **Recommendation:** | 1. Correct the calculations for May and September commodity sales commissions and take into account the corrections when the payment is made in January 2013.  
2. When the commodity sales commission payment is made in January 2013 ensure the early payment of the April and September sales are taken into account. In the future, ensure commodity sales commissions are paid in January of the following year, according to the contract. |
| **Management Response:** | The May 2012 and September 2012 commodity sale error adjustments will be included in the October 2012 royalty computation, so that the year to date commodity sales royalty reported to the County will be correct. In addition, the annual royalty payment that will be made in January 2013 will be adjusted for the commodity sales royalty that has already been paid for April and September. Lastly, we will change the procedures when submitting the monthly royalty payment to the Waste Management Account Payable department so that there is no misunderstanding regarding the correct monthly royalty amount that should be paid. |
Williamson County Landfill

**Auditor:** Jalyn Morris, Contract Auditor, CIA, CGAP

**Release Date:** April 25, 2013

**Distribution List:**

Dan Gattis, County Judge
Lisa Birkman, County Commissioner Pct. 1
Cynthia Long, County Commissioner Pct. 2
Valerie Covey, County Commissioner Pct. 3
Ron Morrison, County Commissioner Pct. 4
Steven Johnson, Controller for Waste Management
Dana Baker, Waste Management
James Smith, District Manager, Waste Management
Williamson County  
Landfill  
Audit Report

BACKGROUND:
Williamson County owns the real property at 600 CR 128, Hutto, where the landfill is located. The County contracts with an independent agent, Waste Management, Inc. (WM), to administer the daily operations. WM abides by the regulations and licensing requirements set forth by the Texas Commission on Environmental Health and comply with other pertinent statutes issued by other governing offices of the Federal, State, and local authorities.

WM operates under an agreement with Williamson County that was amended in March 2009. This agreement stipulates the County be paid a 14.5% monthly royalty for total of no less than $250,000 per agreement year. The County will also be paid 6.5% of monthly gross receipts for all recyclables or diverted material accepted at the landfill. In addition to the monthly royalty, WM will submit annually, on January 31st, two percent (2%) of yearly royalty to be paid to the Future Environmental Fund (FELF), one percent (1%) to the Master Site Development Fund (MSDF), one percent (1%) to the Community Recreational Facility Fund (CRFF) and two percent (2%) to the City of Hutto and Hutto ISD. The agreement also states that if WM contracts with an unrelated third party for disposal rate at the landfill that is less than the current gate rate, then for the purposes of calculating monthly royalties, this negotiated disposal rate is raised up to the current gate rate.

SCOPE: October 2012 through March 2013 activity and 2012 activity for the following special funds: FELF, MSDF, CRFF, and City of Hutto/Hutto ISD

OBJECTIVES: To verify:
- Quarterly calibration tests are performed on the scales at the weigh stations by a third party.
- Daily revenue is deposited in a timely manner.
- Royalty payments are submitted to Williamson County within 30 days of the end of the month after which royalty payments were calculated.
- Payment equal to two percent of the Tip Fee is made to the County in January for the prior calendar year’s activity for the Future Environmental Liability Fund and for City of Hutto/Hutto ISD fund. Payment equal to one percent of the Tip Fee is made to the County in January for the prior calendar years activity for the Master Site Development Fund and Community Recreational Facility fund.
- Monthly royalty payments are calculated according to the Williamson County Landfill Operations Agreement and are submitted according to the contract.
METHODOLOGY:
• Review quarterly calibration reports
• Review daily deposit packets
• Review deposit dates in Oracle
• Review calculations for the special funds
• Review calculations from the system reports

Work Performed

| Calibration |
|-----------------|--------------------------------------------------------------------------------|
| **Criteria:**   | Quarterly calibration tests are performed on the scales at the weigh stations by a third party. |
| **Condition:**  | Quarterly calibration test were performed on the scales at the weigh stations by a third party licensed technician during the audit scope. All test results were within the National Institute of Standards and Technology tolerances and accuracy standards. |

| Revenue |
|-----------------|--------------------------------------------------------------------------------|
| **Criteria:**   | Daily revenue is deposited in a timely manner. |
| **Condition:**  | Sampled 10 days from each month in the audit scope. All 60 days of deposits represented approximately 13,150 receipts. Deposits sampled were received by the bank in a timely manner. |

| Royalties - 30 Day |
|-------------------|--------------------------------------------------------------------------------|
| **Criteria:**     | Royalty payments are submitted to Williamson County within 30 days of the end of the month after which royalty payments were calculated. |
| **Condition:**    | Royalty payments for six of the six months reviewed were submitted to the County within 30 days following the end of the month after royalties were calculated. |
## Special Fund Payments

**Criteria:**
Payment equal to two percent of the Tip Fee is made to the County in January for the prior calendar year's activity for the Future Environmental Liability Fund and for City of Hutto/Hutto ISD fund. Payment equal to one percent of the Tip Fee is made to the County in January for the prior calendar years activity for the Master Site Development Fund and Community Recreational Facility fund.

| Prior Condition: | The special fund payments for 2011 were overpaid by the following amounts: FELF - $15.08, Hutto - $15.09, MSDF - $7.04, CRFF - $7.04. |
| Current Condition: | The overpayments from the prior audit were deducted from the 2012 special fund payments. Reviewed 2012 activity and special fund payments. In January 2012, the following payments were made base on 2012 activity: FELF - $157,425.36, Hutto - $157,482.63, MSDF - $78,741.32, CRFF - $78,741.32. The FELF and Hutto funds were overpaid by $57.27 and the MSDF and CRFF funds were underpaid by $57.27. There are no recommendations at this time since procedures are in place. A journal entry has been completed to transfer the money to the appropriate funds. |

## Findings, Recommendations, and Responses

### Royalty Calculations

**Criteria:**
Monthly royalty payments are calculated according to the Williamson County Landfill Operations Agreement and are submitted according to the contract.

| Prior Condition: | 1. Royalty payments were calculated correctly for five of the seven months reviewed. The commodity sales royalty was calculated incorrectly in May and September. 2. Royalty payments were submitted correctly for five of the seven months audited. The commodity sales royalty for April and September was paid with the corresponding monthly payment instead of the annual January payment. |
| **Current Condition:** | 1. The incorrect calculations from the prior audit were corrected. |
|                        | 2. Royalty payments were calculated correctly for five of the six months audited. The commodity sales royalty was calculated incorrectly in October. |
|                        | 3. Monthly royalty payments were submitted correctly for all six months audited. The annual commodity royalty payment submitted in January was overpaid. |
| **Cause:**             | 2. Oversight. |
|                        | 3. The February commodity royalty was paid both in February 2012 and with the annual payment made in January 2013. |
| **Effect:**            | 2. and 3. An overpayment of $254.98 was made to the County. |
| **Recommendation**     | 2. and 3. Deduct $254.98 from the next royalty payment. Additional recommendations are not being made at this time since procedures are in place related to the processes. |
| **Management Response:** | The overpayment of $254.98 will be deducted from the May royalty payment. |