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Dawn Kay Lantz
District Clerk - Kerr County, TX
By: Eunavae Tonroy, Deputy

CAUSE NO. 19198A

IN RE CLAUD JORDAN	§	**IN THE DISTRICT COURT**
	§	
	§	**OF KERR COUNTY, TEXAS**
	§	
	§	**216th JUDICIAL DISTRICT**

PETITIONER'S RESPONSE TO RESPONDENT'S PLEA TO THE JURISDICTION, MOTIONS TO QUASH AND FOR PROTECTIVE ORDER, AND BRIEF IN SUPPORT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Petitioner CLAUD JORDAN (hereafter "Petitioner" or "Jordan"), and file this his Petitioner's Response to Respondent's Plea to the Jurisdiction, Motions to Quash and for Protective Order, and Brief in Support and would respectfully show as follows:

I.
EXECUTIVE SUMMARY

For over a year the City of Ingram ("City") has carried out a discriminatory campaign of harassment against Councilmember Claud Jordan in retaliation for his constitutionally-protected exercise of free speech questioning the mismanagement of the City's wastewater system. The campaign evolved from a generalized program targeting Ingram businesses who questioned the fairness of selectively charging tap fees of $5,000 while allowing dozens to connect for free, to a targeted operation that by early-2018 had City officials undertaking a civil conspiracy to knowingly provide false information to the Kerr County Sheriff, District Attorney, and Federal Bureau of Investigation in an effort to have Jordan prosecuted for felony theft. In their efforts to silence Jordan's opposition and plea for greater transparency, city officials appeared ready and willing to break the law and subject themselves to criminal penalties. One must ask, why?

To understand the genesis behind the City's motive to undertake this retaliatory campaign, one must necessarily look to the City's gross mismanagement of the USDA and TWDB-funded construction of the Ingram wastewater system complained of by Jordan. While any potential suit by Jordan would not seek to globally litigate all issues surround the financing, bidding, construction and administration of the City's system, along with the City's efforts to fire those with access to the truth, Jordan's story must necessarily start at the beginning.

II. Introduction

1. Petitioner is Claud Jordan, a resident of the City and an elected member of the City Council since May 2015. Respondents are the City of Ingram, Texas and Mark Bosma, City Administrator for Ingram, Texas ("Bosma"), collectively referred to as "Respondents".

2. On March 13, 2019, Petitioner filed his *Petition for Pre-Suit Oral Deposition* requesting the Court order the oral deposition of Bosma. On March 14, 2019 the Court entered an *Order Setting Oral Hearing* for April 17, 2019 at 1:30 p.m.

3. Counsel for Respondents requested to postpone the hearing to accommodate previously scheduled matters, resulting in the hearing on Petitioner's claim being reset to April 30, 2019.

4. On April 22, 2019, Petitioner filed his *First Amended Petition for Pre-Suit Oral Deposition* amending the Petition to include new information disclosed for the first time by counsel for Respondents *after* Petitioner's March 13th filing.

5. At the same time counsel for Petitioner transmitted a courtesy copy to counsel for Respondents, counsel inquired as to what agreements on evidence could be reached that would avoid the necessity of subpoenaing City staff, which read as follows:

> "*I was hoping you and I might visit to explore what stipulations of fact and agreements on evidence we could come to in lieu of my having to subpoena Mr. Bosma, Ms. Breckenridge, and Mr. Griffin for the morning of the 30th.*"

A true and correct copy of the correspondence between the Parties' counsels is attached as **Exhibit A**. Counsel for Respondents offered no response concerning Byron Griffin's scheduling conflict for the week of April 30th until the filing of the Motion to Quash on April 24, 2019.

6. Respondents did, however, file their *Plea to the Jurisdiction* on April 24, 2019, which has been set by agreement along with Petitioner's Rule 202 request for April 30, 2019 at 8:30 a.m.

7. On April 25, 2019 counsel for the parties continued their dialogue concerning the subpoenas issued to Bosma and Breckenridge, the City's custodian of records. Upon learning of Mr. Griffin's conflict, Petitioner withdrew his subpoena. *See* Petitioner's *First Advisory to the Court and Response to Emergency Motion to Quash*.

8. Petitioner the filed his *Second Amended Petition for Pre-Suit Oral Deposition* in response to Respondents' *Plea to the Jurisdiction*, which by challenging the jurisdictional allegations of any potential claim which *could be* asserted, encourages Petitioner to present more information and allegations than Rule 202 would otherwise require.

9. Petitioner seeks to secure the testimony of Bosma for two purposes; first, to preserve or perpetuate Bosma's testimony in the event the witness becomes unavailable, and second, to investigate circumstances to evaluate whether legal action could be warranted or meritorious.

10. Petitioner requests that the Court deny Respondents' *Motion to Quash Subpoenas* and *Motion for Protective Orders* for Stephanie Breckenridge and Mark Bosma, deny Respondents' *Plea to the Jurisdiction*, and grant Petitioner's *Second Amended Petition for Pre-Suit Oral Deposition* of Ingram City Administrator Mark Bosma.

11. Petitioner acknowledges to the Court that the filing of hundreds of pages of pleadings, exhibits, responses, motions, advisories, and proposed orders appears to contradict the express purpose of using Rule 202 to investigate the potential merits of a claim prior to the filing of litigation which may be both costly and time-consuming for the parties. It is Petitioner's intent to "measure twice and cut once" before making a determination on whether to pursue litigation.

III. Facts

12 Claud Jordan owns multiple parcels of property within the City, is a resident of the City, and operates his company Bennett Jordan Septic Company within the City. Jordan is a ditch-digger, and is proud of the blue-collar work he performs. One of Jordan's properties is located at 106 Ingram Loop, which consists of a residential structure and a shed (sometimes referred to in exhibits as a "shack") in the back for garage and workshop uses. While there is also a mailbox for 104 Ingram Loop on the same property, 104 and 106 exist on a single parcel of property ("the Property"). A true and correct copy of the Kerr County Appraisal District map for the Property (KCAD ID #16767) included in Ingram Police Department Incident Report #1800263 is attached as **Exhibit B**.

13. The City of Ingram is a small municipality with a population less than 2,000 located in Kerr County, Texas. Before 2005 most of the properties in the city discharged their wastewater into septic tanks. In 2005, the City received grants and loans totaling **$4.47 Million** from the U.S. Dept. of Agriculture ("USDA"), Texas Water Development Board ("TWDB"), and Texas Department of Agriculture ("TDA") to construct a wastewater collection system. Septic tanks would be gradually phased out as properties switched over to the wastewater system. The City refers to this first stage of the project as "Phase I". Phase I of the project was intended to connect residential, commercial, municipal, and other users. See Congressional Inquiry Response Letter dated July 31, 2017 attached hereto as **Exhibit Z**.

14. Upon information and belief, the Ingram City Attorney who managed the grant application was Danny Edwards. Upon information and belief, Mr. Edwards' son-in-law Randy Winston was hired as the City's engineer for the wastewater project and his firm, Sigler, Winston, Greenwood & Associates were paid significant fees for work performed on the project.

15. The City received additional grants and loans totaling **$5.249 Million** from the USDA and TWDB to further expand the wastewater system. The City calls this "Phase II", and it was also intended to include residential, commercial, municipal and other users. See **Exhibit Z**. Despite this fact, as recently as 2018 City Secretary Stephanie Breckenridge provided a sworn statement to the Ingram Police Department seeking to charge Jordan with felony theft that read "*we [the City] were only providing service to residential properties during Phase II*." A true and correct copy of Stephanie Breckenridge's sworn statement to the Ingram Police Department is attached as **Exhibit C**.

16. In October 2005 the City entered into an Interlocal Agreement for Wholesale Wastewater Service ("Interlocal Agreement") with the city of Kerrville ("Kerrville"), under which Kerrville would receive, treat and dispose of the City's wastewater. A true and correct copy of the Interlocal Agreement is attached as **Exhibit D**. Section 2.02, captioned "Ingram Customer Classes," identified two classes:

(a) residential (one and two unit family residences), and

(b) commercial (all business types, including apartments).

17. Section 2.07 of the Interlocal Agreement, captioned "Customer Service Agreements" defines them as an agreement executed by all Ingram retail wastewater customers prior to any connection being made to the system.

18. Phase I of the wastewater system provided at least twenty (20) commercial properties with connections to the City's system in 2011 and 2012. Not a single one of those properties paid a tap or connection fee to the City for accessing their system. A true and correct copy of the March 2012 East Side Wastewater Service Area Preliminary Engineering Study prepared by Hewitt Engineering, Inc. and presented to the Ingram City Council in 2012 is attached as **Exhibit K**. Upon information and belief, the City has not pursued felony theft charges against any of the twenty (20) business owners who connected for free during Phase I.

19. The Riverside RV Park, located at 211 Old Ingram Loop, is a commercial property containing twenty-two (22) RV sites offering full hookups and amenities. On July 1, 2011 Mr.

Wunsch submitted his Customer Service Agreement for commercial service to the City; which was approved by City Secretary Breckenridge and assessed no tap or connection fees. A true and correct copy of Riverside RV Park's Customer Service Agreement is attached as **Exhibit E**.

20. The Old Ingram Gallery, located at 210 Old Ingram Loop, is a commercial property owned by Lavinia Schlabach, who upon information and belief was the sister-in-law of the then-Mayor Monroe Schlabach. On July 18, 2011 Ms. Schlabach submitted her Customer Service Agreement for commercial service to the City; which was approved by City Secretary Breckenridge and assessed no tap or connection fees. A true and correct copy of the Old Ingram Gallery's Customer Service Agreement is attached as **Exhibit F**.

21. Neu-Mart #5, located at 3269 Junction Highway, is a commercial property owned by Mike Neutze and operating as a convenience store/food mart. On February 22, 2012 Mr. Neutze submitted his Customer Service Agreement for commercial service to the City; which was approved by City Secretary Breckenridge and assessed no tap or connection fees. A true and correct copy of Neu-Mart #5's Customer Service Agreement is attached as **Exhibit G**.

22. Prior to October 2, 2012, the following non-residential properties are known or believed to have connected to the City's system as commercial properties (as defined by the Kerrville Interlocal Agreement, *see* **Exhibit D**) without paying any tap or connection fees to the City:

(a) Ingram Elementary School (connected April 12, 2011);

(b) Ingram I.S.D. Rock House (connected April 12, 2011);

(c) Ingram Bus Barn (connected April 12, 2011)

(d) HCTC (connected April 13, 2011);

(e) Double L Ranch & Feed (connected May 17, 2011);

(f) HCTC – Old Ingram Loop (connected June 4, 2011);

(g) Diamond 4W - 3260 Junction Hwy (connected June 25, 2011);

(h) Diamond 4W – 3262 Junction Hwy (connected June 25, 2011);

(i) Southwest Elegance (connected July 11, 2011);

(j) By the River RV Park (connected August 15, 2011);

(k) Ingram V.F.D. (connected August 31, 2011);

(l) Woodbury Taxidermy (connected October 11, 2011); and

(m) Chosen Spot (connected December 15, 2011).

A true and correct copy of a list of the City of Ingram Non-Residential Wastewater Accounts as prepared by the City is attached as **Exhibit H**.

23. Upon information and belief, the City has not ever sought to recover any of the $122,000 in lost connection and tap fees from those twenty business owners (shifting those costs to other system users), nor has the City listed those twenty business owners' names and addresses in a publicly available City Council document, nor has the City investigated or pursued felony theft charges against any of the owners above for connecting to the City's system.

24. On October 2, 2012, the City Council voted to establish a "Wastewater System Access Fee, Tap Fees & Rates" schedule for commercial properties. A true and correct copy of the minutes from the October 2, 2012 Ingram City Council meeting are attached as **Exhibit I**. It sets the wastewater system access fee at $5,000 which includes one tap at the city's discounted rate. Any additional taps will be $1,200 per 4" and 6" tap, plus the cost of the manhole, if required.

25. The City amended their wastewater ordinance multiple times in the following years, with the Ordinance 2015-1 (adopted on May 19, 2015) codifying into Chapter 13 of the City's Utilities Code the most current version of the City's wastewater regulations. [*see* Respondent's *Plea to the Jurisdiction* ¶ 7 and 8, citing **Respondent's Exhibits B and C**.]

26. Despite the subsequent amendments and codifications occurring after October 2, 2012, the City permitted at least nine (9) additional commercial properties to connect to the City's system *after* adoption of the mandatory fees in October 2012 without paying the mandatory $5,000 connection and tap fees. See **Exhibit H**. Petitioner contends that the true number of businesses who connected without paying tap or connection fees is much higher.

27. On February 15, 2013 the commercial property located at 128 Old Ingram Loop (Perfect Surroundings) was connected to the City's system before receiving approval from the City and without the payment of the mandatory $5,000 fees. See **Exhibit H**. On February 28, 2013 the owner of 128 Old Ingram Loop submitted a Customer Service Agreement, marking the property as commercial, and was charged only a $25 new account fee. A true and correct copy of Stephanie Miller's Customer Service Agreement is attached as **Exhibit J**. Upon information and belief, Ms. Miller (the property owner) has not been invoiced for $5,000 nor has she been investigated by the Ingram Police Department for felony theft of services.

28. On February 28, 2014 the commercial property located at 218 Old Ingram Loop (Deep in the Heart) was connected to the City's system without the payment of the mandatory $5,000

fees. See **Exhibit H**. Upon information and belief, Lisa Reyna (the property owner) has not been invoiced for $5,000 nor has she been investigated by the Ingram Police Department for felony theft of services

29. On August 1, 2014, the commercial property located at 100 Old Ingram Loop (Copper Cactus) was connected to the City's system without payment of the mandatory $5,000 fees. See **Exhibit H**. Upon information and belief, Darrin Potter (the property owner) has not been invoiced for $5,000 nor has he been investigated by the Ingram Police Department for felony theft of services

30. On October 31, 2014 the commercial property located at 214 Old Ingram Loop (Blue Moon Antiques) was connected to the City's system without payment of the mandatory $5,000 fees. See **Exhibit H**. Upon information and belief, Caroline Rominger (the property owner) has not been invoiced for $5,000 nor has she been investigated by the Ingram Police Department for felony theft of services

31. On January 1, 2015 the commercial property located at 3337 Junction Highway (Ferguson Trucking & Materials) was connected to the City's system without payment of the mandatory $5,000 fees. See **Exhibit H**. Upon information and belief, Bart Ferguson (the property owner) has not been invoiced for $5,000 nor has he been investigated by the Ingram Police Department for felony theft of services

32. On March 1, 2015 the commercial property located at 200 Highway 39 (Gems of the Hill Country) was connected to the City's system without payment of the mandatory $5,000 fees. See **Exhibit H**. Upon information and belief, the property owner has not been invoiced for $5,000 nor has he been investigated by the Ingram Police Department for felony theft of services

33. On June 26, 2015 the commercial property located at 605 Main Street (The Main Street Group) was connected to the City's system without payment of the mandatory $5,000 fees. See **Exhibit H**. Upon information and belief, the property owner has not been invoiced for $5,000 nor has she been investigated by the Ingram Police Department for felony theft of services

34. The City knew in 2012 when setting the tap fees that at least forty-three (43) commercial properties were connected during Phase I or were to be connected during Phase II. See **Exhibit K**. **It is undisputed that the City permitted certain commercial properties to connect to the system without paying the tap and connection fees now sought from Petitioner Jordan.**

35. Hewitt Engineering, Inc.'s analysis presented during the City Council's October 2, 2012 meeting demonstrates that $122,825.80 in "unrecoverable" fees were lost by the City by virtue of the twenty (20) commercial properties who connected to the system in Phase I. See **Exhibit K**. Despite this loss, and upon information and belief, the City did not pursue to recover any connection fees from the twenty commercial property owners nor did the City pursue felony theft charges for the connections at issue.

36. A review of the applications submitted by Jordan clearly demonstrate that he sought to fully comply with all applicable rules governing the administration of the wastewater program. On July 19, 2011 the City accepted Customer Service Agreements for Jordan's properties located at 201 McNeil Street and 201 4th Street led to successful connections for both properties in Phase I. A true and correct copy of Jordan's Customer Service Agreements for 201 McNeil and 201 4th Street are attached as **Exhibits L and M**.

37. Notably, Jordan opted-in to the customer confidentiality provisions of the Customer Service Agreement pursuant to the Texas Utilities Code prohibiting the City from disclosing personal information in a customer's account record to third-parties. See **Exhibits L and M**. Upon information and belief, the City breached these agreements by disclosing confidential information concerning Mr. Jordan to third parties not eligible to receive such information.

38. In April 2014, Jordan's tenant residing at 106 Ingram Loop (owned by Jordan) submitted the Customer Service Agreement to facilitate connection of the Property during the Phase II construction taking place. A true and correct copy of the Customer Service Agreement for 106 Ingram Loop is attached as **Exhibit N**.

39. The residential structure and shed located on the parcel at 104/106 Ingram Loop were connected to the City's wastewater system on or about July 30, 2014; with the City's contractor directing and controlling the installation.

40. The City's contractor Jose Flores provided a statement to the Ingram Police Department and represented that the contractor's list for properties eligible for a connection showed both 104 and 106 Ingram Loop as "application received." Any error on the part of the City in providing false information to their contractor is no fault of Jordan. A true and correct copy of Flores' statement is attached as **Exhibit O**, part of Ingram Police Department Incident Report #1800263.

41. Jordan's property at 104/106 Ingram Loop is similarly situated to dozens of other Ingram properties (containing both a residential and commercial structure on the same parcel) that connected to the system between 2011 and 2014 without paying connection or tap fees.

42. As a professional ditch-digger, Jordan was notably upset with the quality of the work performed on the Property by the City's contractors, and he was vocal in sharing his displeasure with friends, neighbors and city staff. The contractor's poor quality work across the City, performed by unlicensed plumbers without sufficient training or experience, was the "straw that broke the camel's back" and led to Jordan raising more questions concerning City Hall.

43. Jordan's experience led to increased involvement in the late-2014 with other Ingram business owners who shared his concerns about the apparent waste and mismanagement of the wastewater project by the City and its contractor. Jordan began expressing his concerns to friends, neighbors, customers and City staffers; including asking questions of key individuals with knowledge of the City's internal financial controls.

44. Upon information and belief, in late-2014 the City began a purge of full- and part-time staffers with access to the City's financial records; including Dene Huffaker (treasurer/bookkeeper fired in Sept. '14), Cathy Ryder (office assistant fired in Oct. '14), Geraldine Rodriguez (bookkeeper fired in Dec. '14), and Linda Jordan (office asst. resigned in protest Dec. '14).

45. 2015 continued a pattern of upheaval and turnover at the City, as their City Attorney resigned in January 2015 and the City Manager Stan Neuse resigned in April 2015. Shortly thereafter, Claud Jordan was elected to join the Ingram City Council. Jordan continued expressing concern over the perceived mismanagement of the City's wastewater program.

46. The City's certified public accountants responsible for preparing the annual financial statements and reports of examination also began identifying significant material concerns with the City's finances for the fiscal year ending in 2014. See Klein, Kraus & Company, LLC's Schedule of Findings and Questioned Costs for the Year Ended September 30, 2014, attached as **Exhibit P**, which included the following findings:

I. Summary of the Auditor's Results:

> . . .
> 2. Significant deficiencies in internal control were disclosed by the audit of the financial statements and were considered to be material weaknesses.
> 3. The audit did disclose noncompliance which is considered material to the financial statements of the auditee.

> 4. Significant deficiencies in internal control over major programs were disclosed by the audit and those deficiencies were considered to be material weaknesses.
> . . .
> 6. The audit did disclose audit findings which the auditor is required to report. These include:
> (a) During the year USDA grant revenues were materially understated. Many deposits of grant revenues were posted to cash and accounts payable. Expenditures were then posted to cash and accounts payable. This resulted in a wash of grant revenue on the books.
> (b) Some deposits of grant revenues were not posted on the City's books.
> (c) The City did not follow generally accepted accounting principles at all times.
> (d) The City's bookkeeper made one-legged entries into the books.

The City was advised to hire personnel experienced in bookkeeping and provide for training on software before making major change. Klein, Kraus and Company would not have an opportunity to weigh in on the City's progress, as they were fired by the City shortly after issuing their report. This began an exodus in early-2016 that indicated significant problems within City Hall and amongst the people who had access to information concerning the City's finances.

47. In January 2016, four city employees resigned, retired or were terminated within a single week; including the City Manager John Washburn, Chief of Police Rowan Zachary, and police officer Jimmy Furr. *See* West Kerr Curent article dated Jan. 21, 2016 attached as **Exhibit Q**. Such a newspaper is admissible pursuant to Texas Rule of Evidence 902(6) which provides for the admissibility and self-authentication of newspapers and periodicals. Upon information and belief, Ingram bookkeeper Betty Brown (who had been hired only three months earlier) was terminated the same week; fired on the spot at City Hall by then-Mayor James Salter after he received a call from City Secretary Stephanie Breckenridge.

48. Approximately one week later, then-Mayor James Salter also resigned. See Kerrville Daily Times article dated Jan. 28, 2016 attached as **Exhibit R**. Such a newspaper article is admissible pursuant to Texas Rule of Evidence 902(6) which provides for the admissibility and self-authentication of newspaper and periodicals.

49. Just a few short months later, Mark Bosma was hired as City Administrator after a twenty-year career in Montgomery County, Texas. Shortly thereafter, the City hired Councilmember Shirley Trees son-in-law Byron Griffin for the vacant Chief of Police position.

50. On June 7, 2016, the City Council hired Gregory Siebert to fill the vacant city auditor position and prepare the financial audit for the fiscal year ending 2015. It would be eighteen months before Siebert completed the 2015 financial audit in February 2018.

51. In October 2017, as part of his efforts to learn more about the financial mismanagement he believed to be occurring within the City, Jordan provided Ingram City Attorney Patrick O'Fiel with information indicating that the City had materially misrepresented information within their application to the USDA for Phase I and II grant funds.

52. On January 16, 2018, Chief Byron Griffin and another Ingram officer were found trespassing on Jordan's property by Jordan's son, who challenged the officers' authority to be on the Property. When questioned about the trespass, Griffin told Jordan "*You must have made some enemies because the police department received a complaint on the old cars on your property and Jordan was going to receive a ticket.*" Upon information and belief Mr. Griffin did not obtain a warrant before trespassing on Jordan's property. The U.S. Supreme Court has held that a public official must obtain a search warrant before entering private property, citing specifically the need to do so before a code enforcement inspection. See *Michigan v. Tyler*, 536 U.S. 499, 504-508 (1978).

53. Approximately one month later, the City's new auditor completed his audit for fiscal year ending September 30, 2015 (over two years late), noting the same material concerns and significant deficiencies with the City's finances observed during the previous audit over two years earlier. *See* Gregory Siebert's Schedule of Findings and Questioned Costs for the Year Ended September 30, 2015, attached as **Exhibit S**, which included the following findings:

I. Summary of the Auditor's Results:

> . . .
> 2. Significant deficiencies in internal control were disclosed by the audit of the financial statements and were considered to be material weaknesses.
> 3. The audit did disclose noncompliance which is considered material to the financial statements of the auditee.
> 4. Significant deficiencies in internal control over major programs were disclosed by the audit and those deficiencies were considered to be material weaknesses.
> . . .
> 6. The audit did disclose audit findings which the auditor is required to report. These include:
>
> - The City did not follow generally accepted accounting principles at all times particularly in recording accounts receivable and accounts payable related to the major programs.

The auditor noted the repeat findings from the fiscal year 2014 schedule of findings and questioned costs, observing that "*Turnover has left the City without qualified bookkeeping staff.*" See **Exhibit S**. Jordan continued to vocally express his concerns over the City's financial mismanagement.

54. Considering the financial deficiencies identified by two separate auditors over a three-year period, the City's response to the report was to issue a $5,000 past due bill to Jordan for the wastewater connection from 2014. Jordan received the invoice on or about March 1, 2018. Upon information and belief, the City did not issue invoices to any of the over forty other properties known to have connected without paying connection and tap fees.

55. On April 3, 2018, the Ingram City Council held a regularly scheduled meeting with an agenda item reading "Regarding (FOIA) Freedom of Information Act/Open Records Requests". See Ingram City Council Minutes for April 3, 2018 attached as **Exhibit T**. During the meeting, the City Administrator and City Attorney raised concerns that requests from Jordan and others were "*having a negative impact on the budget and the staff's time*", despite the City incurring only $225 in legal costs associated with responding to the requests in the previous three months (which fact was not disclosed to the public or the press). See West Kerr Curent article dated April 5, 2018 attached as **Exhibit U**. Such a newspaper is admissible pursuant to Texas Rule of Evidence 902(6) which provides for the admissibility and self-authentication of newspaper and periodicals. *See also* City Attorney Patrick O'Fiel invoices for January, February, and March 2018 attached as **Exhibit V**.

56. At the same meeting, Councilmember Shirley Trees launched an unprovoked attack upon Jordan (in violation of the Texas Open Meetings Act) accusing him of an undisclosed conflict of interest. City staff made no effort to stop this blatant violation of the Open Meetings Act; instead allowing Trees to speak unabated.

57. One week later, on or about April 13, 2018, counsel for Jordan spoke with City Attorney Patrick O'Fiel concerning the Open Meetings Act violation and unresolved conflict of interest issue. O'Fiel represented to Gordon that he had researched the matter, had determined there was no conflict of interest, and he would clear up the matter at the next meeting.

58. Four days later, during the next City Council meeting, City Attorney O'Fiel held an executive session to discuss the conflict of interest matter, refused to allow Jordan to participate in the executive session, invited Chief Griffin to participate in the executive session in violation

of the Open Meetings Act, and then refused to publicly clear the accusations leveled by Councilmember Trees in the previous meeting. See Ingram City Council Executive Session Agenda from April 17, 2018 attached as **Exhibit W**. Jordan was incredibly unhappy and voiced his displeasure with the City Attorney and City Administrator for failing to address the allegations made by Trees.

59. Two weeks later, City Administrator Mark Bosma instructed Chief Griffin to open an investigation of Jordan for connecting to the City's wastewater system without paying the applicable tap fees. Upon information and belief, not a single one of the over forty (40) other Ingram businesses that connected without paying the $5000 fee were subjected to an investigation by Chief Griffin. See **Exhibit O**.

60. During the course of this investigation, and upon information and belief, City officials knowingly made false statements to members of local, state and federal law enforcement that were material to an ongoing criminal investigation. See **Exhibits C and O**.

61. When individuals knowingly make false representations to the police or other members of law enforcement, or when they knowingly provide false or misleading information, they can face criminal charges under Texas Penal Code Section 37.08, a Class B misdemeanor. The statute of limitations for an indictment or information for a Class B misdemeanor is two years; necessitating the preservation of Mr. Bosma's testimony as soon as reasonably practical.

62. Upon information and belief, City staff knowingly withheld exculpatory evidence from the materials submitted as part of their felony investigation into Jordan for alleged theft of services. Specifically:

a. City Secretary Stephanie Breckenridge failed to disclose the dozens of commercial property Customer Service Agreements approved by herself and other City staff (See **Exhibits E, F, G, J**);
b. City Secretary Stephanie Breckenridge failed to disclose the City of Ingram Non-residential Wastewater Accounts provided by the City to the United States Federal Court for the Western District of Texas in October 2015 (See **Exhibit H**);
c. City Secretary Stephanie Breckenridge failed to disclose the "Analysis of Costs" spreadsheet prepared by City staff on September 4, 2012 and October 2, 2012 attached to the Hewitt Engineering Study demonstrating that 23 businesses were scheduled to be connected during the "residential only" Phase II (see **Exhibit K**); and
d. Chief Byron Griffin submitted the Hewitt Engineering Study to his investigative file, yet somehow the three appendix pages containing exculpatory evidence affirmatively demonstrating that 43 different commercial properties were connected during Phases I and II were removed from the report and excluded from the investigatory file (See **Exhibit K and O**).

63. Ms. Breckenridge's statement to law enforcement that "*we were only providing service to residential properties during phase II*" is especially troubling in light of the fact that in 2015 Ms. Breckenridge was a named party in a federal lawsuit focusing, in part, on this very question. Ms. Breckenridge's attorney, who represents Respondents in the instant proceeding, filed his *Second Advisory to the Court* clarifying the very question of whether non-commercial properties were connecting to the system without paying connection fees. See Defendant's *Second Advisory to the Court* attached as **Exhibit X**.

64. Mr. Griffin's misrepresentations to, and withholding of exculpatory evidence from, Kerr County law enforcement, the Kerr County District Attorney, the Texas Rangers, and the Federal Bureau of Investigation Agent are equally troubling. Examples include:

a. Mr. Griffin provided the authorities with a copy of the Commercial Engineering Study from 2012, but three pages of appendices containing exculpatory evidence demonstrating that 43 businesses were connected in Phases I & II were withheld from the authorities (see **Exhibits K and O**);
b. In response to a question from FBI Agent Giese as to whether "there were any businesses' in Ingram that had connected without any fees" Mr. Griffin "informed him that I was not aware of any, except for Jordan's connection at 104 Ingram Loop (see **Exhibit O**); and
c. Griffin represented to Giese that Phase II of was "residential only" despite 23 different businesses and non-residential properties connecting (See **Exhibit O**).

Upon information and belief, Griffin acted in concert with at least one other City official, in an effort to maliciously prosecute Jordan by unlawful means, committed multiple overt acts in furtherance of these efforts, and knowingly made false statements material to multiple investigations concerning Jordan and the City of Ingram.

65. The United States Supreme Court has held "*When the reliability of a given witness may well be determinative of guilt or innocence, nondisclosure of evidence affecting credibility falls within this general rule.*" See *Giglio v. United States*, 405 U.S. 150, 154 (1972).

66. The City's favorable treatment of dozens of business owners listed in the records provided to the Court (while seeking to impose a $5,000 fee upon Jordan) demonstrates that the City has unfairly discriminated against Jordan, by allowing commercial properties, virtually all of which are larger than Jordan's and discharge significantly more wastewater, to connect to the City's wastewater system without payment of any connection or tap fees. The City has publicly claimed at various times over the previous three years that (1) all commercial properties are

treated the same, (2) some businesses connected at the residential rate by the USDA, not the City, allowed them to do so, or (3) the businesses gave something of value, e.g., an easement.

67. The City has also acknowledged that the City's general contractor took and pocketed $8,000 from each of the businesses that connected properties to the City's system before Oct. 2, 2012, resulting in a loss of nearly $100,000 to the taxpayers. Upon information and belief, the City has not pursued any recovery from the City's contractor nor pursued felony theft charges for permitting the Contractor to collect fees for connecting to the City's system.

68. The City has charged certain businesses the full $5,000 connection fee. These businesses have also been unfairly discriminated against.

69. On February 1, 2019, as Jordan's counsel sought to learn more about his allegations against the City, the City's attorney Ilse Bailey stated, "*I also want to avoid litigation that would be expensive for the city and ultimately embarrassing for you. Please do a little checking before accepting everything Claud tells you as true.*" See Email from Ilse Bailey attached as **Exhibit Y**. Petitioner now seeks to "do a little checking" before making a decision whether to file suit.

70. On April 1, 2019, just days after the filing of Petitioner's Rule 202 Motion, Ingram City Attorney Patrick O'Fiel tendered his resignation to the City Council.

71. On April 23, 2019 the Ingram City Council met and, upon information and belief, authorized the filing of a civil suit against Jordan to recover the outstanding $5,000 bill.

III. Arguments and Authorities

Rule 202 Petition & Plea to the Jurisdiction

72. Because the purpose of a plea to the jurisdiction is to defeat a claim without regard to its merits, consideration of the plea focuses only on *jurisdictional* facts, not on the merits of the plaintiff's claims. *E..g., Bland Inde. Sch. Dist. v. Blue*, 34 S.W.3d 547, 554 (Tex. 2000). In considering the plea, the Court must accept as true the facts pleaded in the plaintiff's petition. *E.g., Hearts Bluff Game Ranch, Inc. v. State,* 381 S.W.3d 468, 476 (Tex. 2012). The Court must then decide whether those facts, construed in the plaintiff's favor, affirmatively demonstrate jurisdiction over the plaintiff's claims. *Id.*

73. In the context of a Rule 202 Petition, a slightly different analysis is warranted, as Rule 202 does not require a potential litigant to expressly state a viable claim before being permitted to take a pre-suit deposition. *See, e.g., City of Houston v. U.S. Filter Wastewater Group, Inc.,* 190 S.W.2d 242, 245 (Tex. App. – Houston [1st Dist.]) 2006, orig. proceeding). However, upon the

filing of a plea to the jurisdiction a Petitioner is forced to provide more information than the Rule otherwise requires, so as to defeat the jurisdictional arguments raised in the plea.

74. Accordingly, Petitioner files his Second Amended Petition concurrently with this response, clarifying the jurisdictional allegations necessary to defeat Respondents' plea to the jurisdiction. Petitioner also requests that he be afforded an opportunity to amend the pleadings in the event the Court determines that certain jurisdictional allegations are insufficient.

Bosma, as a public official who may be sued in his official capacity, is not immune from claims that he acted ultra vires

75. Governmental immunity does not bar a suit for declaratory relief against government officials who act *ultra vires*. *Tex Dep/t of Transp. V. Sefzik*, 355 S.W.3d 618, 620-21 (Tex. 2011). Therefore, to overcome a plea to the jurisdiction asserting governmental immunity on behalf of a governmental actor, a plaintiff need only allege a set of facts not indisputably wrong that, taken as true, show that the official acted *ultra vires*. *See Hearts Bluff Game Ranch, Inc.* 381 S.W.3d at 476.[1]

76. Underpinning all *ultra vires* claims is a demonstration that a government official failed to follow the law, or, stated another way, violated the law. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 374, 378 (Tex. 2009) (holding that "the basis for the *ultra vires* rule is that a government official is not following the law" and that Heinrich's allegation that government officials violated the law, if true, was within the *ultra vires* exception).

77. The Supreme Court has identified a variety of ways in which a governmental actor can fail to follow (or violate) the law. The official can fail to perform a ministerial duty. *State v. Epperson*, 42 S.W.2d 228, 231 Tex. 1931) (holding that where a statute required a tax collector to pay from taxes all fees and commission lawfully incurred in the collection process, the tax collector had a ministerial duty to pay an attorney who assisted in the collection of those taxes in accordance with the terms of a contract conceded to be valid). The official can misapply the law. *Tex. Dep't of Ins. V. Reconveyance Servs., Inc.*, 306 S.W.3d 256, 257, 258-59 (Tex. 2009) (holding that a company that provided pre-existing mortgage lien relief services could assert an *ultra vires* claim that the head of the insurance department was violating the law by concluding that the company could not charge for its service). Or the official can do something that the law

[1] Even if there are genuine disputes about jurisdictional facts, the plea to the jurisdiction must be denied. *E.g., Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 227-28 (Tex. 2004). The plea can be granted only if the evidence is undisputed or fails to raise a fact issue. *Id.* at 228.

does not give her the authority to do. *Tex. Parks & Wildlife Dep't v. Sawyer Trust*, 354 S.W.3d 384, 388, 393 (Tex. 2011) (holding that if a landowner could demonstrate that, contrary to the department's conclusion, a stream was not navigable, the head of the department had no authority to claim state ownership).

78. A common thread in these three cases is the existence of legislatively or judicially adopted rules sufficiently specific that a court may factually determine whether a government official is following or has violated the rule. In *Epperson*, the Supreme Court found that a legislative act that imposed a duty on the county tax collector to pay all fees and commissions lawfully incurred in the collection of taxes was such a rule. 42 S.W.2d at 23. The rule was sufficiently specific that if non-payment of a contingency fee under a valid contract was established, an *ultra vires* claim existed. "All" means all, leaving no room for judgment. In *Reconveyance Services, Inc.,* the issue was whether statutory definitions describing what services the Department of Insurance could regulate had been properly understood as including obtaining the release of pre-existing mortgage liens. 306 S.W.3d at 257-58. The Supreme Court necessarily found the definitions, once properly understood, were sufficiently specific that whether the head of the Department of Insurance was incorrectly following the law could be established from what services were bring provided, and an *ultra vires* claim existed. Finally, in *Sawyer Trust*, the landowner disagreed with a finding by the Parks and Wildlife Department about the navigability of a stream. 354 S.W.3d at 386. The Supreme Court recognized there was a sufficiently specific rule on navigability that once the facts were determined, a court could decide if the Parks and Wildlife Department had followed the law. *Id.* at 393-94. Therefore, in the Supreme Court's view, the land owner's challenge to the Department's determination was an *ulatra vires* claim.

79. Given that *Reconveyance Services, Inc.* and *Sawyer Trust* were decided after *Heinrich*, they must be understood as not involving a complaint about the exercise of discretion. Instead, they are to be understood as establishing, consistent with *Heinrich*, that if a governmental official's compliance with a rule can be established from a set of facts, without the need for further judgment, an *ultra vires* claim exists.

80. The cases serve as a counterpoint to *Klumb v. Houston Municipal Employees Pension System*, 405 S.W.3d 204 (Tex. 2018) where the statute at issue specifically gave the Pension Board discretion to modify statutory definitions to correct defects, supply omissions, and

reconcile inconsistencies. *Id.* at 1. In that circumstances, there was no specific rule independent of the Pension Board's decision against which to measure the Board's action. By statute, the Board was given discretion to devise rules for accomplishing the Board's ultimate mission, unlike the rules in play in *Epperson, Reconveyance Services, Inc.,* and *Sawyer Trust.*

81. In short, if (1) a specific legal rule governs a government official's binding determination; (2) the official is not expressly granted discretion to interpret and apply or to disregard the rule; and (3) plausible facts are alleged that, taken as true, show that the government official failed to apply or misapplied the rule, an *ultra vires* claim lies to review and correct the official's action.

Bosma disregarded the Wastewater Ordinance, Interlocal Agreement with the City of Kerrville, and USDA Regulations when he determined that Jordan owed $5,000 but other property owners did not.

82. The Interlocal Agreement between the cities of Kerrville and Ingram includes Section 10.02, titled "Ingram's Enforcement Obligation", and reads as follows:

> To the extent allowed by law, Ingram shall enforce all federal, state and local laws as they related to the development, construction, maintenance and operation of the Ingram Wastewater System including all pre-treatment provisions.

See **Exhibit D.**

83. The City's Code Of Ordinances imposes upon the city administrator the mandatory duty to see that all laws, ordinances and acts of the city council, subject to enforcement by him or by officers subject to his discretion and supervision, are faithfully executed to the best of this ability. *See* Ingram Code Of Ordinances Section 1.03.033(c)(5) - Powers and Duties.

84. One engaged in rendering a service affected with a public interest, or what is known as a utility service, may not discriminate in charges or services as between persons similarly situated. This includes cities, such as the City of Ingram and it's city administrator. This principle is based in common law and constitutional law. *City of Texarkana v. Wiggins*, 246 S.W.2d 622, 624 (Tex. 1952). The city administrator's discriminatory practice against Jordan while ignoring similarly-situated customers in the same class amount to de facto discrimination prohibited by Texas common law and the Texas Constitution, Art. 1, Section 3, which provides "All free men, when they form a social compact, have equal rights, and no man, or set of men, is entitled to exclusive separate public emoluments, or privileges, but in consideration of public services." The City of Ingram, through it's city administrator, has denied Jordan of these rights by

demanding that he pay a $5,000 access fee, while allowing at thirty to forty favored business owners to connect for free.

85. Respondents have intentionally treated Jordan differently from other similarly-situated business owners, and there is no rational basis for such treatment. Respondents' discrimination against Jordan is intentional and arbitrary, and in direct violation of the Interlocal Agreement's requirement that Ingram shall enforce all federal laws, including Jordan's right to equal protection of the law as guaranteed by the Fourteenth Amendment to the United States Constitution. The purpose of the equal protection clause of the Fourteenth Amendment is to secure every person with a State's jurisdiction against the intentional and arbitrary discrimination, whether occasioned by express terms of a statute or by its improper execution through duly constituted agents.

86. The wastewater ordinance imposes upon Bosma, as Ingram's City Administrator ("Designated City Official"), a duty to ensure that "*All customers shall be required to pay the rates established by the Ingram City Council, and no reduced rates or free wastewater service shall be provided to any such person, property or premises.*" [Exhibit A, Respondents' *Plea to the Jurisdiction*, Section 15]. Additionally, the ordinance reads:

> **(D) Violations of Section; Furnishing False Information.** It is a violation of this ordinance to knowingly furnish the City of Ingram with false or fraudulent information or to intentionally or knowingly omit information that if known by city representative would significantly change the city's decision-making in any matter related to implementation or use of this Ordinance.

[Exhibit A, Respondents' *Plea to the Jurisdiction*, Section 25(D)].

87. Bosma is given no discretion to interpret or deviate from the requirements of the Ordinance. In other words, for Bosma to follow the Ordinance, he must ensure that (a) all customers are paying the rates established by the Ingram City Council, (b) that no reduced rates or free wastewater service shall be provided to any such person, property or premises, (c) that no city officials are knowingly furnishing the City of Ingram with false or fraudulent information, and (d) that no city officials are intentionally or knowingly omitting information that if known by a city representative would significantly change the city's decision-making in <u>any matter related to implementation or use of this Ordinance</u> (emphasis added). If any of those conditions are not satisfied for an action undertaken by city officials, yet Bosma seeks enforcement actions against Jordan, he has failed to follow or has violated the Ordinance. He has acted without authority.

He has acted *ultra vires*. Respondents incorrectly argue that the Court has no jurisdiction to order a Rule 202 deposition to investigate the filing of an action to right such a wrong.

88. Here, there are specific factually determinable rules for deciding whether or not (a) all customers are paying the rates established by the Ingram City Council, (b) that no reduced rates or free wastewater service shall be provided to any such person, property or premises, (c) that no city officials are knowingly furnishing the City of Ingram with false or fraudulent information, and (d) that no city officials are intentionally or knowingly omitting information that if known by a city representative would significantly change the city's decision-making in any matter related to implementation or use of this Ordinance. Bosma's determinations were not left to his personal judgment based upon generalized policy concerns. His determinations that certain properties were "commercial" while others were "residential" in disregard of the Interlocal Agreement and the Ordinance represent *ultra vires* acts.

89. Texas courts have long exercised jurisdiction under the common law to hear challenges to the imposition of fees, charges and taxes by local governments. In *Davis v Burnett*, the Supreme court held that a court had jurisdiction over a suit to enjoin illegal collection of a tax. 77 Tex. 3, 4 (Tex. 1890). In *Allen v. Emery Indep. Sch. Dist.,* the court noted that a taxpayer has the right to judicial review of tax valuation when the valuation is arbitrary or capricious. 283 S.W. 674 (Tex. Civ. App. 1926 – Texarkana, no writ). And in *Ramey v. City of Tyler*, the court affirmed an injunction to stop collection of tax when the valuation was illegal. 45 S.W.2d 359 (Tex. Civ. App. 1931 – Texarkana, no writ). In sum, when a resident taxpayer has alleged that a city official has exceeded his statutory authority in the imposition of fees, charges or taxes, Texas courts have jurisdiction to step in.

90. Finally, Texas courts have also recognized that jurisdiction always exists to consider suits alleging the common-law claim that a government official has acted *ultra vires*. The statute at issue in *Heinrich* was silent on any right of judicial review of the administrative determination. *Heinrich*, 284 S.W.3d at 370, n.3. Under long-standing Texas law, this silence means that no formal judicial review was authorized by the legislature. *Houston Mun. Employees Pension Sys. v. Ferrell*, 248 S.W.3d 151, 157 (Tex. 2007) ("There is no right to judicial review of an administrative order unless a statute explicitly provides that right or the order violates a constitutional right."). But the Supreme Court nevertheless recognized that a Texas court would have jurisdiction to determine an *ultra vires* claim. *Heinrich*, 284 S.W.3d at 372. The source of

that claim was independent of any statute or the constitution, but was instead the common law. *Id.* And the Legislature cannot divest the courts of jurisdiction to adjudicate common-law claims. *E.g., Lebohm v. City of Galveston*, 154 Tex. 192, 275 S.W.2d 951, 954 (Tex. 1955) (noting that the Texas Constitution prohibits "legislative bodies from arbitrarily withdrawing all legal remedies from one having a cause of action well established and well defined in the common law"). Therefore, even if a municipality could exercise the Legislature's constitutionally granted authority to limit jurisdiction of Jordan's claims related to ordinances or statutes, it still could not divest a court of the power to hear his *ultra vires* claim under *Heinrich*.

Ripeness of Declaratory Judgment and *Ultra Vires* Claims

91. In addition to the potential *ultra vires* claims, Jordan seeks to investigate the potential filing of a claim under the Uniform Declaratory Judgments Act related to the City's inconsistent application of various provisions of the wastewater ordinance.

92. Bosma anticipates a potential suit seeking a declaration pursuant to the Uniform Declaratory Judgments Act that (1) the City Administrator was acting *ultra vires* in his administration and enforcement of provisions contained in the City's wastewater ordinance and Interlocal Agreement with the City of Kerrville, and (2) that by facilitating a retaliatory criminal investigation of Jordan the City officials are acting beyond their statutorily conferred authority and are violating his constitutional right to due process and equal protection. *See* Tex. Civ. Prac. & Rem. Code §§ 37.001-.011 (UDJA). A declaratory judgment action under the UDJA is available if (2) a justiciable controversy exists and (2) the controversy can be resolved by court declaration. *Bonham State Bank v. Beadle*, 907 S.W.2d 465, 467 (Tex. 1995). "[A] person seeking a declaratory judgment need not have incurred actual injury; a declaratory judgment action will lie if the facts show the presence of "ripening seeds of controversy." *City of Waco v. Texas Nat. Res. Conservation Comm'n*, 83 S.W.3d 169, 175 (Tex. App. – Austin 2002, pet. denied) (citing *Texas Dep't of Banking v. Mount Olivet Cemetary Ass'n*, 27 S.W.3d 76, 282 (Tex.App. – Austin 2000, pet. denied) (quoting *Texas Dep't of Public Safety v. Moore*, 985 S.W.2d 149, 153-154 (Tex. App. – Austin 1998, no pet.))). A justiciable controversy is one in which a real and substantial controversy exists involving a genuine conflict of tangible interest and not merely a theoretical dispute. *Moore*, 958 S.W.2d at 154. Jurisdiction under the UDJA "primarily depends on the nature of the controversy; whether the controversy is merely hypothetical or rises to the justiciable level." *Id.*

93. Viewing Jordan's pleadings in his favor, as the Court must, he alleges that the City does not itself have the authority to indiscriminately apply provisions of the Interlocal Agreement with the City or Kerrville and the provisions of the City's wastewater ordinance; nor does City staff have the authority to provide false information and documentation to authorities investigating enforcement provisions of the same ordinance. Jordan anticipates a potential claim would complain not simply of the imposition of the $5,000 fee, should he choose to pay it, but the fact that the City's actions have placed his personal freedom, his reputation, his property, and his business at risk of harm and has required him to incur significant financial harm defending against actions the City officials are not lawfully authorized to undertake. Thus, Jordan's Rule 202 petition seeks to investigate a claim that the City officials' conduct is *ultra vires*, not a declaration that the City has mismanaged the finances of a $10 million dollar wastewater project. The nature of the controversy, therefore, is whether the City officials' act of administering the ordinance in an unequal and discriminatory fashion as to Jordan is *ultra vires*, regardless of the outcome of any such investigation. This controversy is neither hypothetical, contingent, nor remote. In fact, the City has already demonstrated the lengths it's staff are willing to go for the purpose of silencing Jordan's voice.

94. A declaration concerning whether the City officials are acting with or without legal authority will resolve a potential UDJA claim asserted by Jordan. A justiciable controversy therefore exists regarding whether the City officials are acting beyond their statutory authority. That controversy provides a jurisdictional basis for a UDJA action seeking a declaration regarding the City officials authority to initiate enforcement proceedings and criminal investigations at issue in this case. *See* Tex. Civ. Prac. & Rem. Code § 37.002(b) (UDJA is remedial statute designed "to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations"); *Texas Natural Res. Conservation Comm'n v. IT-Davy* , 74 S.W.3d 849, 855 (Tex. 2002) (private parties may invoke UDJA to seek declaratory relief against state officials who allegedly act without legal or statutory authority).

95. Jordan has alleged that he is investigating a potential claim that would be resolved by the declaration he seeks. This controversy regarding whether City officials are acting beyond their statutory authority provides a jurisdictional basis for any potential UDJA claims which may be asserted. Construing Jordan's pleadings in his favor, the Court must conclude that his claims for a declaration under the UDJA that Bosma's conduct is *ultra vires* is ripe for adjudication.

IV. Response to Motion to Quash and Motion for Protective Order

96. On April 25, 2019 Jordan issued three subpoenas for City Administrator Mark Bosma, City Secretary/Custodian of Records Stephanie Breckenridge, and Chief of Police Byron Griffin. Due to a scheduling conflict for Mr. Griffin, Jordan withdrew his subpoena on April 26, 2019.

97. The City filed a Motion to Quash and Motion for Protective Order prior to the subpoenas being served, contending that because the Court has not yet determined the question of jurisdiction on this matter the City officials should not be required to attend and provide testimony.

98. "In deciding a plea to the jurisdiction, a court may not weigh the claims' merits but must consider only the plaintiffs' pleadings and the evidence pertinent to the jurisdictional inquiry." *Cty. of Cameron v. Brown,* 80 S.W.3d 549, 555 (Tex. 2002).

99. As demonstrated in this response, Petitioner seeks to investigate the potential filing of a UDJA action alleging City officials' are acting *ultra vires* in their administration and enforcement of the City's wastewater ordinance. Petitioner's Response contains numerous exhibits of city records which require authentication by the City's Custodian of Records – Ms. Breckenridge.

100. Over the course of the week prior to the hearing, counsel for Petitioner offered a proposed business records affidavit to counsel for Respondents in an effort to avoid the in-person testimony of Ms. Breckenridge. Counsel for Respondents has indicated that the City did not respond to his inquiry on this matter.

101. While the execution of a business records affidavit would be the least costly and least disruptive method of securing the testimony from the City's custodian of records necessary to adjudicate the jurisdictional questions, the City's staff appears intent to avoid reasonable accommodations and compliance with a lawfully-issued subpoena to the City's custodian of records.

102. Accordingly, Petitioner asks the Court to deny Respondents' Motions to Quash and Motions for Protective Orders for Ms. Breckenridge and Mr. Bosma, and enter an order requiring their presence at the hearing scheduled for Tuesday, April 30th, 2019 at 8:30 a.m. Alternatively, Petition requests an order conditionally granting the Motion to Quash and Protective Order only upon the execution of a proposed business records affidavit seeking to authenticate certain city records within the custody, control, or possession of officials at City Hall.

V. Prayer

WHEREFORE, premises considered, Jordan prays that the Court deny Respondents' *Plea to the Jurisdiction*, deny Respondents' *Motion to Quash* and *Motion for Protective Order*, grant an order authorizing Jordan to take the deposition of Ingram City Administrator Mark Bosma and prays for all such further and additional relief to which Jordan shows itself justly entitled, at law and in equity.

Respectfully submitted,

The Law Office of Roger Gordon

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Building One, Suite 300
Austin, Texas 78746
O: (512) 636-2540
F: (512) 692-2533
roger@rogergordonlaw.com

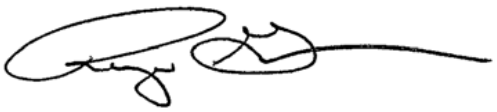
ATTORNEY FOR JORDAN

CERTIFICATE OF SERVICE

I do hereby certify compliance with Tex. R. Civ. P. 21. A true and correct copy of the foregoing instrument has been served on all counsel, who have appeared herein by electronic transmission to the electronic mail address on file with the electronic filing manager Rule 21a(1). If a party has not designated an electronic mail address with the electronic filing manager the party was served a true and correct copy of the foregoing instrument in person, by mail, by commercial delivery service by fax **or by e-mail**, or by such other manner as the Court in its discretion may direct. Rule 21a(2). Service was made on all parties as provided on April 29, 2019.

Scott Tschirhart: scott.tschirhart@rampage-aus.com

Charlie Zech: charles.zech@rampage-sa.com



Roger Gordon

EXHIBIT A

Print | Close Window

Subject: RE: Cause No. 19198A; In Re Claud Jordan
From: roger@rogergordonlaw.com
Date: Mon, Apr 22, 2019 3:54 pm
To: "Hope Avila" <hope.avila@rampage-aus.com>
Cc: "Scott Tschirhart" <Scott.Tschirhart@rampage-aus.com>, "Charlie Zech" <charles.zech@rampage-sa.com>, "Cameron Cox" <cameron.cox@rampage-aus.com>
Attach: image002.jpg
1st Amended Jordan Rule 202 Petition (4_22_19).pdf
Correspondence to Scott re hearing witnesses (4_22_19).pdf

Good afternoon Scott,

I've attached a courtesy copy of this afternoon's amended R.202 filing, as well as correspondence concerning next week's hearing. I was hoping you and I might visit to explore what stipulations of fact and agreements on evidence we could come to in lieu of my having to subpoena Mr. Bosma, Ms. Breckenridge, and Mr. Griffin for the morning of the 30th.

Please let me know if you have some time tomorrow for us to visit. I have a meeting at the Capitol at 3pm but otherwise can rearrange most anything else during the day.

~ Roger

Roger E. Gordon

The Law Office of Roger Gordon

Attorney at Law

Phone: (512) 636-2540

Fax: (512) 692-2533

Email: roger@rogergordonlaw.com

Web: www.rogergordonlaw.com

> -------- Original Message --------
> Subject: Cause No. 19198A; In Re Claud Jordan
> From: Hope Avila <hope.avila@rampage-aus.com>
> Date: Fri, April 05, 2019 10:27 am
> To: 'Roger Gordon' <roger@rogergordonlaw.com>
> Cc: Scott Tschirhart <Scott.Tschirhart@rampage-aus.com>, Charlie Zech

<charles.zech@rampage-sa.com>, Cameron Cox <cameron.cox@rampage-aus.com>

EXHIBIT A

Good Morning Mr. Gordon,

With regard to the above-referenced matter, attached is a copy of the Agreed Order Resetting Oral Hearing which our office received, via fax, from the Court. Please note that the hearing is now reset to April 30, 2019 at 8:30 a.m. (subject to jury docket) in Kerr County.

If you have any difficulty in opening the attachment, please contact our office.

Very truly yours,

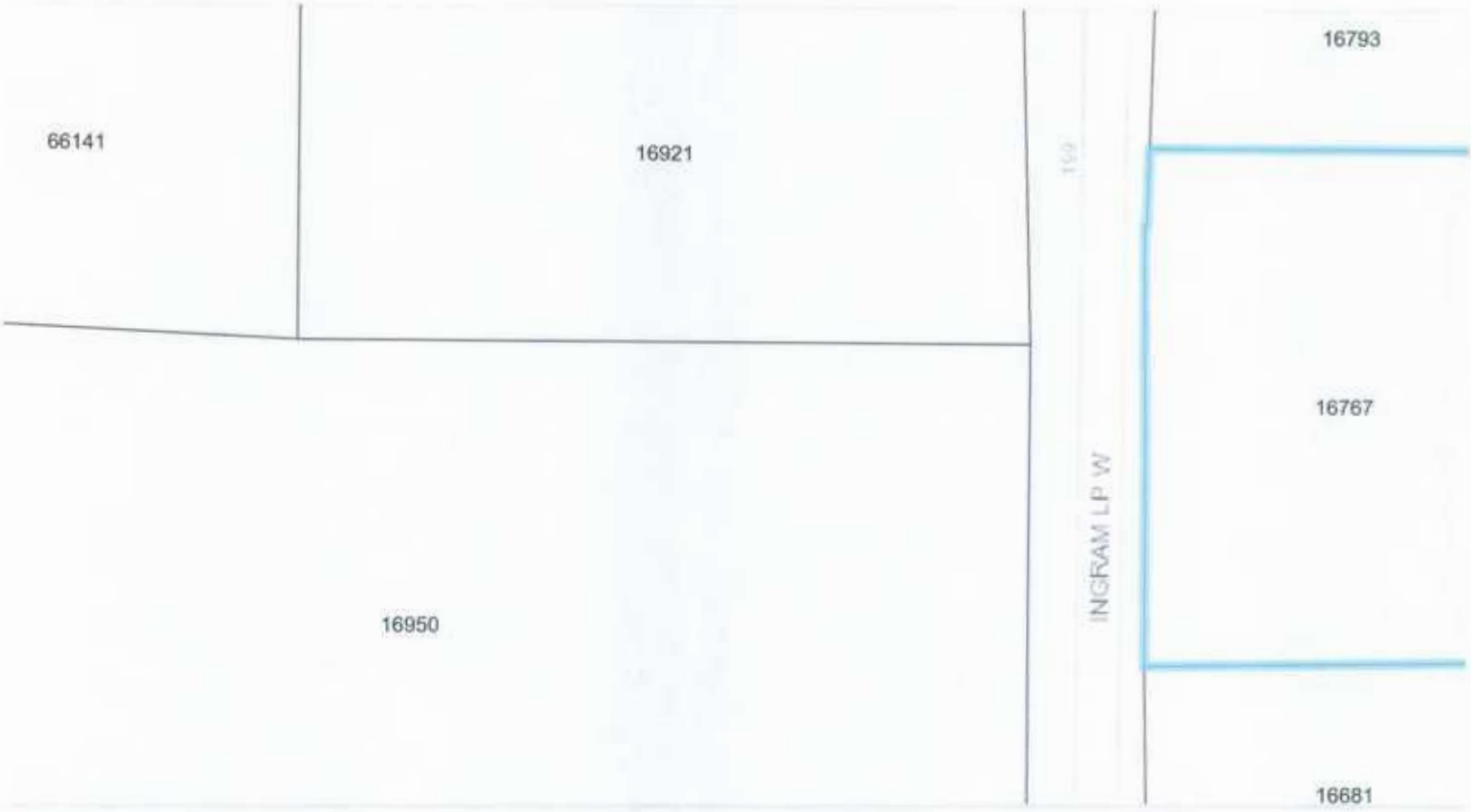
Hope Avila
Paralegal
Email: hope.avila@rampage-aus.com

DNRBZ
Denton Navarro Rocha Bernal & Zech, P.C.
attorneys & counselors at law • rampagelaw.com

2500 W. William Cannon Drive, Suite 609
Austin, Texas 78745
Phone: 512-279-6431
Facsimile: 512-279-6438
rampagelaw.com

EXHIBIT B

Property Identification #: 16767		Property Information: 2018		Owner Identification #: 557779	
Geo ID:	0332-0129-009901	Legal Description:		Name:	JORDAN, CLAUD BENNETT JR
Situs Address:	104 & 106 INGRAM LOOP TX	Abstract:	A0332	Exemptions:	
Property Type:	Real	Neighborhood:	Null	DBA:	Null
State Code:	A2	Appraised Value:	$55,417.00		
		Jurisdictions:	CIN, FD1, GKR, RLT, SIN, UGR, WHU, CAD		



Kerr CAD Map Search

EXHIBIT C

Page: 1 of 2 Case #: 1800263

INGRAM POLICE DEPARTMENT VOLUNTARY STATEMENT
(With Legal Warnings)

Person giving statement: STEPHANIE BRECKENRIDGE
Residence Address: [redacted]
City/State/Zip Code: INGRAM, TEXAS 78025
Home Phone: _____ Work Phone: (830) 367-5115 Cell Phone: (830) [redacted]
DOB: 07/04/1973 DL/ID#: [redacted]3483 DL STATE: TX

Location where statement given: INGRAM PD
Persons present during statement: CHIEF GRIFFIN, STEPHANIE BRECKENRIDGE

☑ I speak English. Education level: ☐ _____ th grade ☑ H.S. graduate ☐ College graduate

☑ This statement is being written by the officer at my request. Initials: SB

I am the person named above. I am giving this statement under oath to the peace officer whose signature appears below. He/She has warned me as follows:

_____ 1. I have the right to remain silent and not make any statement at all and that any statement I make may be Used against me at my trial;

_____ 2. Any statement I make may be used against me in court;

_____ 3. I have the right to have a lawyer present to advise me prior to and during any questioning;

_____ 4. If I am unable to employ a lawyer, I have the right to have a lawyer appointed to advise me prior to and during any questioning, and

_____ 5. I have the right to terminate the interview at any time. (I have initialed or checked each warning).

Prior to and during the making of this statement, I have knowingly, intelligently and voluntarily waived the rights set out above. I make the following statement of my own free will without promise or hope of reward, without fear or threat of physical harm, without persuasion or coercion, without favor or offer of favor and without leniency or promise of leniency. I realize that making a false statement could result in the filing of criminal charges against me for Perjury or False Report to a Police Officer.

On the 8 day of MAY, 2018, at or about 0910, ☑ am / ☐ pm:

I, Stephanie Breckenridge, was employed at the city of Ingram city secretary in 2014. I know of this information based upon my experience and knowledge of the events. This statement is regarding the wastewater connection at 104 Ingram Loop, property owned by Claud Jordan. I was instructed by the City Administrator Mark Bosma, to reach out to Arturo Rubio of Qro-Mex and Kerr County Environmental Health to verify that the property located at 104 and 106 Ingram Loop was connected to the city owned wastewater system. The both indicated that the property was connected and sent me the following paperwork; tank abandonment form executed by Claud Jordan that was provided to each resident property owner through the application process, a receipt that contained record of effluent that was removed from the property, and handwritten notes from the construction supervisor

Initial: _____

EXHIBIT C

Case #: 1800263

indicating the date on which these services were provided. However, we did not mail Jordan an application because we were only providing service to residential properties during phase II. The city had obtained a 2.6 million dollar grant and a 1.2 million dollar loan from the USDA for phase II residential hook-up. It is unknown how Jordan obtained the two documents that he provided to Qro-Mex for his hook-up, but that is why he did not have an application. Earlier this year I did reach out to Jordan and inquire about his wastewater service at 104 Ingram Loop. Jordan informed me that he had no Aqua Texas water source on 104, but did have a well. Jordan advised that had removed the toilet from the commercial building and there was no discharge into the city's wastewater system. Based upon the information from both sources, the city's finance clerk mailed Jordan an invoice indicating he had an outstanding balance of $5000 for the city's connection fee as per the city ordinance that each nonresidential establishment is required to pay.

Stephanie Brekenridge

EOS

I have read each page of this statement, initiated each page and placed my initials next to any corrections. I swear that the facts contained herein are true and correct.

05/08/2018 0930

Date Time

Stephanie Brekenridge

Signature of person giving voluntary statement

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority on this the 8th day of May, 2018.

Peace Officer, State of Texas

BYRON C GRIFFIN

Printed Name of Peace Officer

Initial: _____

EXHIBIT D

INTERLOCAL AGREEMENT FOR WHOLESALE WASTEWATER SERVICE

This Interlocal Agreement for Wholesale Wastewater Service (the "Agreement") is entered into by and between the CITY OF KERRVILLE, Texas ("Kerrville"), a home-rule city and municipal corporation of the State of Texas situated in Kerr County, Texas; and organized and operating under the provisions of its home rule charter and the Constitution and laws of the State of Texas; and the CITY OF INGRAM, Texas ("Ingram"), a general-law city and municipal corporation of the State of Texas situated in Kerr County, Texas, and organized and operated under state law. Kerrville and Ingram are referred to herein collectively as the "Parties," and separately as the "Party."

WHEREAS, Kerrville has long been a provider of wastewater services in and around its corporate limits; and

WHEREAS, Kerrville and Ingram recognize that it is in the best interests of the citizens of both the city of Kerrville and the city of Ingram to work together toward the reduction of on-site sewage treatment facilities, including individual septic systems ("OSSFs"), in Kerr County; and

WHEREAS, Kerrville and Ingram recognize that the development of new and/or the expansion of existing centralized wastewater collection and treatment facilities, owned and operated by responsible governmental entities, will aid in the protection of surface and groundwater quality within Kerrville, Ingram and Kerr County, improve the environment, and help maintain the general quality of life in Kerr County; and

WHEREAS, Kerrville and Ingram recognize the mutual benefits to be achieved through the development of centralized wastewater collection and treatment facilities on a regional basis; and

WHEREAS, Kerrville and Ingram further recognize the public interests to be served, and the economic savings to be recognized by avoiding the duplication of services and facilities; and

WHEREAS, Kerrville is willing to receive, treat and dispose of the wastewater collected by Ingram pursuant to this Agreement; and

WHEREAS, Kerrville and Ingram are authorized to enter into this Agreement under the laws of the State of Texas including, *inter alia*, the Interlocal Cooperation Act codified as Chapter 791, TEX. GOV'T CODE; and

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kerrville and Ingram agree as follows:

Approved by City Council
Date: October 05 2005
Volume 35 Page 426
Resolution No. 110-2005

Contract No. 2005-45

Article I
Intent of Parties and Term

1.01 **General.** For so long as this Agreement remains in effect, Kerrville shall provide wholesale wastewater transportation, treatment, and disposal services ("Wastewater Services") to Ingram in accordance with the terms and conditions contained herein. Both Parties acknowledge and agree that such services shall be provided and utilized in compliance with all applicable local, state, and federal laws.

1.02 Term of Agreement; Renewal and Extension. This Agreement shall be effective on and after the date of execution by both Parties. The term of this Agreement shall be for a period of forty (40) years (the "Initial Term"), unless Ingram or Kerrville elects to terminate sooner in accordance with the terms of this Agreement. Upon the expiration of the Initial Term, this Agreement may be renewed or extended by mutual agreement of the Parties for an additional forty (40) years under such terms and conditions as may be agreed upon by the Parties.

Article II
Definitions

Unless the context indicates otherwise, the following words and phrases as used in this Agreement shall have the following meanings:

2.01 Biochemical Oxygen Demand or B.O.D. - the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty degrees (20°) centigrade, usually expressed as a concentration (*e.g.*, mg/l).

2.02 Customer Service Agreements – an agreement executed by all Ingram retail wastewater customers prior to any connection being made to the Ingram Wastewater System. Such Customer Service Agreements shall be substantially in the form of the agreement attached hereto as **Exhibit A** and incorporated herein by reference for all purposes.

2.03 Capital Recovery Fee - a charge or assessment lawfully imposed, pursuant to Chapter 395, TEX. LOCAL GOV'T CODE, against new development, as that term is defined by state law, in order to finance the costs of capital improvements or facility expansions to either the Kerrville System or the Ingram System necessitated by, and attributable to, the new connection. The term includes amortized charges, lump sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition.

2.04 Infiltration - the water entering a wastewater system and service connections from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, Inflow and Wastewater Flow.

2.05 Inflow - the water discharged into a wastewater system from such sources as, but not limited to, roof leaders, cell or yard and area drains, foundation drains, cooling water

discharges, drains from springs and swampy areas, manhole covers, cross connections from storm waters, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from, Infiltration and Wastewater Flow.

2.06 Ingram Contributed Wastewater Service Volume - the total volume of Wastewater Flow, Infiltration and Inflow expressed in gallons that is to be generated within the Ingram Wastewater Service Area as measured by the Meter(s) on a monthly basis.

2.07 Ingram Customer Classes – classes of retail wastewater customers within the Ingram Wastewater Service Area having similar flows and wastewater characteristics contracting with Ingram for centralized wastewater service. Ingram Customer Classes shall be identified as:

(a) Residential (One and two unit family residences); and

(b) Commercial (All business types, including apartments).

2.08 Ingram Wastewater Service Area – the geographic region(s) or location(s) within Kerr County, Texas, specifically identified on the map attached hereto as **Exhibit B** and incorporated herein for all purposes by reference.

2.09 Ingram Wastewater Service Charge – total monthly charge for Wastewater Services provided by Kerrville to Ingram based upon the Ingram Wastewater Service Rate.

2.10 Ingram Wastewater Service Rate – the volumetric rate per thousand gallons of Ingram Contributed Wastewater Service Volume charged to Ingram by Kerrville, as established from time to time by Kerrville for Wastewater Services.

2.11 Ingram Wastewater System – all properties, facilities and easements to be constructed and leased, owned, or otherwise controlled, operated and maintained by Ingram within the Ingram Wastewater Service Area for the collection and transportation of wastewater, together with repairs, replacements, and additions thereto, which are utilized to collect and transport wastewater generated within said area for delivery to the Kerrville System.

2.12 Kerrville System – all properties, facilities and plants currently owned, operated and maintained by Kerrville for the collection and treatment of wastewater, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, paid for and owned by Kerrville whether situated within or outside the corporate limits of the City of Kerrville.

2.13 Kerrville Wastewater Service Area – the geographic region(s) or location(s) within Kerr County, Texas, specifically identified on the map attached hereto as **Exhibit C** and incorporated herein for all purposes by reference. Notwithstanding the foregoing, the Parties agree that this definition is being adopted for purposes of this Agreement only, and that this Agreement shall not be construed or interpreted so as to prevent Kerrville from providing retail wastewater service to any area it deems appropriate in the exercise of its sole discretion.

2.14 Meter(s) – the meter(s) installed, operated, and owned by Kerrville where the Ingram Wastewater System connects to the Kerrville System, which includes all monitoring and controlling equipment.

2.15 Solids, Suspended or TSS – solids which float on the surface of or are in suspension in the sewage and that may be removed by laboratory filtering, usually expressed as a concentration (*e.g.*, mg/l).

2.16 Texas Commission on Environmental Quality or "TCEQ" – the Agency of the state of Texas (formerly known as the Texas Natural Resource Conservation Commission), or any successor agency, charged by the Texas Legislature with the regulation and supervision of the collection, treatment and disposal of wastewater within the State of Texas.

2.17 Wastewater Connection – the joining of an individual retail wastewater customer's private service lateral to the Ingram Wastewater System.

2.18 Wastewater Flow – the sewage water delivered into a wastewater system from wastewater connections to residential and commercial units. Wastewater Flow does not include, and is distinguished from, Infiltration and Inflow.

2.19 Wastewater Service Fee – the dollar amount charged by Ingram to individual retail wastewater customers within the Ingram Wastewater Service Area for the collection and transportation of wastewater in the Ingram Wastewater System for delivery to, treatment by and/or and disposal from the Kerrville System.

Article III
Consideration

3.01 General. Kerrville shall transport, process and treat, and lawfully dispose of wastewater generated within the Ingram Wastewater Service Area and delivered by the Ingram Wastewater System into the Kerrville System at the Meter(s). In consideration for such service, Ingram shall timely pay the Ingram Wastewater Service Charge to Kerrville for Wastewater Services furnished by Kerrville in accordance with the terms and conditions of this Agreement.

3.02 Customer Service Agreements Required. Ingram shall ensure that Customer Service Agreements are executed by Ingram retail wastewater customers prior to any connection being made to the Ingram Wastewater System.

Article IV
Cost of Service and Rate-Making Methodologies

4.01 General. Kerrville shall bill Ingram the Ingram Wastewater Service Charge on a monthly basis based on rates (*i.e.*, the Ingram Wastewater Service Rate) authorized and approved, from time to time by Kerrville, in accordance with this Agreement. The Ingram Wastewater Service Rate initially in effect upon execution of this Agreement shall be

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$2.67 per 1,000 gallons as measured at the Meter(s) ("Initial Rate"). The Initial Rate shall remain in effect for twelve (12) months from the date that the Ingram Wastewater System is connected to the Kerrville System at the Meter, unless a rate adjustment, effective to customers of both the Kerrville System and Ingram Wastewater System, is made necessary pursuant to Section 4.04 below.

4.02 Rate Adjustment. Kerrville may adjust the Ingram Wastewater Service Rate from time to time; provided, however, that (i) the same shall not be changed more frequently than once each Kerrville fiscal year (*i.e.*, October 1–September 30), except as otherwise provided for herein; (ii) Kerrville shall notify Ingram of any rate increase not later than July 1 of each year prior to the beginning of Kerrville's fiscal year (*i.e.*, October 1) in which a new rate is to become effective, except as otherwise provided for herein; (iii) such adjustments shall be made only in accordance with the methodologies provided in this Agreement; and (iv) any change in the Ingram Wastewater Service Rate shall become effective on the next October 1st, except as otherwise provided for herein, following the date the change is adopted by Kerrville.

4.03 Ratemaking Guidelines. The Ingram Wastewater Service Rate adopted by Kerrville shall be developed using generally accepted cost-of-service methodologies. The use of cost of service principles and rate-making methodologies shall be evidenced and documented by Kerrville in studies, reports or computerized modeling made for such purposes. Additionally, when setting the Ingram Wastewater Service Rate, Kerrville shall remove from the costs of service expenses for services directly attributable to retail meter reading, utility billing and related administrative costs, and other services to be performed by Ingram or that are not directly related to the provision of Wastewater Services. Kerrville, upon written request, shall provide Ingram with copies of its rate methodologies and studies in sufficient detail to demonstrate that Kerrville has adjusted its rate in accordance with this Agreement. Ingram acknowledges and agrees that this section shall not obligate Kerrville to furnish a computer model to Ingram that is capable of manipulation by Ingram. In addition, Ingram agrees to keep confidential any proprietary information furnished by Kerrville to the maximum extent authorized by the laws of the State of Texas.

4.04 Unforeseen Rate Adjustments. Kerrville reserves the right to adjust the Ingram Wastewater Service Rate at any time that it adjusts rates for the Kerrville System should the costs of transporting, treating and/or disposing of wastewater increase due to either:

(a) the imposition by any federal, state, or other regulatory agency of any finding, rule, regulation or law which requires Kerrville to change any process(s), procedure(s), method(s) or facility(s) in order to meet the new regulations; and/or

(b) damage or disability of the Kerrville System as a result of Force Majeure, as that term is defined herein.

The cost increase related to (a) and/or (b) above shall be applied uniformly to all customers on the Kerrville System. Further, Kerrville shall notify Ingram in writing of

any action it takes which results in an adjustment of the Ingram Wastewater Service Rate; such notice to be provided within ten (10) days following such action. The notification shall, at a minimum, include a copy of the resolution, which effectuates an adjustment under this section. In recognition of Ingram's obligation to provide notice to its customers, Kerrville agrees that any such unforeseen Rate Adjustment shall not become effective until the month following the expiration of sixty (60) days after the date Ingram receives written notice from Kerrville.

4.05 Right to Terminate. Upon receiving notice of any rate adjustment in the Ingram Wastewater Service Rate effectuated under Section 4.02 above, Ingram shall have the option to terminate this Agreement by giving written notice to that effect to Kerrville within at least thirty (30) days following Kerrville's notice of an adjustment to the Ingram Wastewater Service Rate. The effective date of the termination pursuant to this Section 4.05 shall be the date specified in Ingram's notice to Kerrville, but in no case shall the termination date be prior to the end of the current fiscal year in which the notice is being provided to Kerrville.

4.06 Effect of Termination. In the event Ingram terminates this Agreement pursuant to Section 4.05 above, Kerrville shall not be obligated to provide Wastewater Services to Ingram after the termination date provided to Kerrville without the execution of a new contract for such service.

4.07 Termination of Services. Kerrville shall have the option to terminate this Agreement where Ingram remains delinquent for any payments due hereunder for a period of sixty (60) days after receiving notice thereof by Kerrville. Each Party may pursue all legal remedies against the other Party to enforce and protect their respective rights due hereunder. In recognition of the public and human health and safety issues that would arise in the event Kerrville exercises the option to terminate prescribed by this Section 4.07, Kerrville agrees that it shall first pursue all other available options, including those prescribed in Sections 11.04 and 11.05 below. Kerrville agrees that in the event Ingram disputes any charge or fee imposed by Kerrville, Ingram may pay the disputed bill(s) under protest pending a resolution to the dispute. In the event that Ingram prevails in any such challenge, then Kerrville shall immediately tender to Ingram all excess amounts paid by Ingram. Moreover, the prevailing party in any such proceeding shall be entitled to recover all costs and expenses from the non-prevailing party, including reasonable attorneys' fees.

4.08 Responsibility of Ingram and Indemnification. In the event Ingram terminates this Agreement pursuant to Section 4.05 above, Ingram acknowledges it will have no continuing rights with respect to either Wastewater Services or to any use of the Kerrville System. Ingram agrees that in that event, it will not assert or raise against Kerrville any claims for continuation of Wastewater Services or use of the Kerrville System following such termination. TO THE EXTENT AUTHORIZED BY THE LAWS OF THE STATE OF TEXAS, INGRAM WILL INDEMNIFY AND HOLD KERRVILLE AND ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS HARMLESS FROM ANY CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, EXPENSES (INCLUDING ATTORNEYS' FEES) AND DAMAGES THAT ARISE

FROM, ARE ASSERTED BY, OR ARE ATTRIBUTABLE TO ANY CLAIM OR ACTION BY A INGRAM CUSTOMER AGAINST KERRVILLE, OR ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, SEEKING CONTINUATION OF WASTEWATER SERVICES FOLLOWING INGRAM'S TERMINATION OF THIS AGREEMENT PURSUANT TO SECTION 4.05 ABOVE OR RELATED TO OR ARISING, FOR WHATSOEVER REASON, FROM TERMINATION OF THIS AGREEMENT, FOR ANY REASON, BY INGRAM.

Article V
Metering of and Billing for Wastewater Service

5.01 Meter(s), Connection Fee and Ownership.

(a) The Ingram Contributed Wastewater Service Volume delivered into the Kerrville System shall be calculated by measuring the same by the Meter(s). Ingram shall give Kerrville not less than sixty (60) days written notice prior to the date that Ingram desires to initiate Wastewater Service.

(b) Ingram shall pay Kerrville a one time connection fee of $25,000.00.

(c) The Meter(s) shall be owned, operated, and maintained by Kerrville.

5.02 Meter Calibrations. Not less than once during its fiscal year on a date as near the end of such year as practical, Kerrville shall calibrate the Meter(s) in the presence of Ingram at Kerrville's expense. The Parties shall then jointly observe any adjustments that may be necessary. Kerrville shall give Ingram reasonable written notice of the date and time when any such calibration(s) or adjustment(s) are to be made and, if an Ingram representative is not present at the time set, Kerrville may proceed with the calibration(s) and adjustment(s).

If upon any test of Meter(s), the percentage of inaccuracy of such metering equipment is found to be in excess of five percent (5%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then registration thereof shall be corrected for a period extending to the time elapsed since the last date of calibration, or sixty (60) days, whichever is less. Ingram shall have the right to request such additional meter calibrations as Ingram deems necessary and such additional calibrations will be provided for at Ingram's sole expense

If any Meter(s) is out of service or out of repair such that the amount of wastewater delivered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such Meter(s) is out of service, or out of repair, shall be estimated and agreed upon by the Parties upon the basis of the best data available. If the Parties fail to agree on the amount of wastewater delivered during any period in which a Meter(s) is out of service, or out of repair, the volume delivered may be estimated by:

(a) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(b) estimating the quantity of delivery by deliveries during the preceding period(s) under similar conditions when the Meter(s) was registering accurately.

5.03 Billing. Kerrville shall bill Ingram on a monthly basis for the transportation, treatment and disposal of Ingram's Contributed Wastewater Service Volume generated within the Ingram Wastewater Service Area, as metered into the Kerrville System. The amount of the monthly charge shall be computed by dividing Ingram's Contributed Wastewater Service Volume measured by the Meter(s) contemplated in Section 5.01 above, by one thousand (1,000) then multiplying the result by the then current Ingram Wastewater Service Rate. The amount so calculated is the monthly Ingram Wastewater Service Charge.

5.04 Monthly Lump Sum Payment. The billing and collection of fees and charges from Ingram's retail customers shall be the responsibility of Ingram. Payment of the monthly Ingram Wastewater Service Charge to Kerrville shall be made by Ingram on a monthly lump-sum basis. All payments by Ingram for Wastewater Services shall be made from the current revenues available to Ingram, but are in no way contingent upon the collection of Wastewater Services Fees by Ingram from its customers.

5.05 Date, Place, and Method of Payment. All payments due Kerrville under this Agreement shall be mailed, or hand-delivered, by Ingram to 800 Junction Highway, Attention: Utility Billing, Kerrville, Texas 78028. Payments by Ingram to Kerrville are to be received by Kerrville on or before the fifteenth (15^{th}) day following the date appearing on the Kerrville invoice requesting payment. Checks shall be made payable to the City of Kerrville. Should Ingram choose to make an electronic transfer, the procedures for such transfers shall be agreed upon in writing by Ingram and Kerrville.

Kerrville may extend the payment due date for Ingram to accommodate unforeseen and excusable circumstances preventing timely payment. Ingram shall submit any such extension requests in writing and such requests will be subject to review and approval by Kerrville, whose decision shall be final.

5.06 Adjustment to Ingram Wastewater Service Charge. Adjustments to Ingram Wastewater Service Charge, shall, when possible, be credited or adjusted to the Ingram account in the monthly statement within two (2) months following the month within which the event necessitating the adjustment occurs. In no event shall such credit or adjustment be made later than three (3) months following the month within which the event necessitating the adjustment occurs, unless Ingram has provided notice of, and requested the adjustment, within said three-month period.

Article VI
Flow and Service Limits

6.01 General. The obligation of Kerrville to accept and treat Ingram Contributed Wastewater Service Volume is specifically limited as follows:

(a) Ingram Contributed Wastewater Service Volume shall not exceed the following waste load factors:

(1) 425,000 gallons of Ingram Contributed Wastewater Service Volume per day; and

(2) 250 mg/l of TSS per average annual day; and

(3) 250 mg/l of B.O.D. per average annual day.

(b) Ingram Contributed Wastewater Service Volume shall only be generated within the Ingram Wastewater Service Area.

(c) Ingram shall insure that no user of the Ingram Wastewater System discharges any wastewater or industrial waste that will interfere with the normal operation or performance of the Kerrville System or cause it to violate its permit or exceed water quality standards. This provision applies to all users of the Kerrville System whether or not the user is subject to national categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.

6.02 Increasing Ingram Contributed Wastewater Service Volume.

(a) Should the Ingram Contributed Wastewater Service Volume exceed an average of 75% of the total volume authorized in Section 6.01(a)(1) above for any three (3) consecutive calendar months, Kerrville shall notify Ingram in writing that Ingram must begin negotiations with Kerrville to increase Ingram's Contributed Wastewater Service Volume. Such negotiation, if necessary, shall include an analysis of the total capacity of the Kerrville System and the impact on that system from projected increases in the Ingram Contributed Wastewater Service Volume above 425,000 gallons per day, similar wastewater service agreements that Kerrville has entered into, as well as the Kerrville Wastewater Service Area.

(b) Should Ingram's Contributed Wastewater Service Volume exceed an average of 90% of the total volume authorized in Section 6.01(a)(1) above for any three (3) consecutive calendar months, Kerrville shall notify Ingram that Ingram must immediately cease permitting and/or connecting any additional wastewater connections to the Ingram Wastewater System until such time as additional capacity in the Kerrville System has been

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placed into operation and Kerrville provides written notice to Ingram of such action.

6.03 Expansion of Ingram Wastewater Service Area. In the event Ingram wishes to extend the Ingram Wastewater Service Area, Ingram shall notify Kerrville in writing of such request and the Parties shall enter into negotiations regarding possible expansion. Such negotiations shall include an analysis of the proposed area Ingram wishes to provide service to, the total number of customers presently served by Ingram within the Ingram Wastewater Service Area, and the total capacity of the Kerrville System and the impact that the proposed additional service area, and the Ingram Contributed Wastewater Service Volume generated therein, would have on the Kerrville System. Kerrville reserves the right to refuse to accept additional Wastewater Flow from the Ingram Wastewater System beyond those limits specified in Section 6.01(a)(1) above for Ingram Contributed Wastewater Service Volume, and/or to enter into a contract with Ingram to expand the Ingram Wastewater Service Area.

6.04 Infiltration and Inflow. It shall be the responsibility of the Parties to undertake such measures as are necessary and/or prudent to minimize Infiltration and eliminate Inflow within their respective wastewater collection systems.

Article VII
Payment of Capital Recovery Fees and other Fees

7.01 Capital Recovery Fees. Both Parties recognize that pursuant to Chapter 395, TEX. LOCAL GOV'T CODE, "Capital Recovery Fees" may be lawfully assessed and collected to offset the costs of capital improvements and facility expansions to the Kerrville System which are necessitated by increased connections made within the Kerrville System and Ingram Wastewater System, respectively. The Parties further recognize that connections within the Ingram Wastewater System shall contribute to increased demand and may require the expansion and/or new construction of wastewater facilities within the Kerrville System. Based upon studies conducted by Kerrville pursuant to Chapter 395, Kerrville has developed and imposes, and may, from time to time, amend and uniformly impose Capital Recovery Fees. The Parties may develop, impose and collect lawfully adopted Capital Recovery Fees. Ingram acknowledges that this may result in Ingram customers paying both Ingram and Kerrville Capital Recovery Fees to the extent Kerrville lawfully charges Capital Recovery Fees to Ingram for service within the Ingram Wastewater Service Area.

Ingram shall collect and pay Kerrville's Capital Recovery Fees in the following manner: i) at the time of connection between the Ingram Wastewater System and the Kerrville System, Ingram shall pay Kerrville a lump sum payment equivalent to the connection of one hundred and fifty (150) of its Residential customers multiplied by the amount of the Capital Recovery Fee in existence at the time of this Agreement, said amount being $500.00; ii) thereafter, Ingram shall pay such fee for all remaining Residential customers within one (1) year of each such connection, without penalty or accrued interest; and iii)

all Commercial connections shall be paid to Kerrville within thirty (30) days of each such connection.

Ingram hereby contracts with Kerrville: (i) to provide capital improvements and facility expansions necessary for the Kerrville System to provide Wastewater Services to Ingram on behalf of customers within the Ingram Wastewater Service Area; and (ii) for Ingram to collect Kerrville's Capital Recovery Fees to fund and recoup the costs of such capital improvements and facility expansions as required to service Ingram's customers. The Parties recognize that such Capital Recovery Fee is a charge of Kerrville. Ingram assumes no obligation to defend such fee as to its validity, amount and/or method of calculation, and in the event that such fee is ever invalidated for any reason, Kerrville shall be responsible for all refunds and other costs, expenses or obligations that may arise under Chapter 395, TEX. GOV'T CODE.

7.02 Other Fees. Kerrville reserves the right to adopt and lawfully impose other fees as may be authorized from time to time so long as the fee is:

(a) necessary for Kerrville to provide the Wastewater Services contemplated by this Agreement,

(b) applied to all customers utilizing the Kerrville System including, as applicable, those customers receiving Wastewater Services under a similar agreement.

(c) in accordance with the cost of service methodology and other requirements set forth in this Agreement; or

(d) imposed by state law or regulation.

Article VIII
Service to New Subdivisions

8.01 Requests for Service and Wastewater Connections. Within thirty (30) days of Ingram's receipt of a request for wastewater service for a new subdivision for which Ingram desires Wastewater Services from Kerrville, Ingram shall furnish Kerrville with copies of the same. Such applications shall be reviewed by Ingram to determine whether the intended development materially and/or adversely affects the existing capacity of the Ingram Wastewater System or those standards specified in Section 6.01 above. Prior to Kerrville's approval of any plat or replat, or of Ingram's execution of a wastewater service agreement for such a new subdivision, Ingram shall consult with Kerrville to determine whether such development will materially and/or adversely affect the existing capacity of the Kerrville System. Kerrville shall respond to Ingram's consultation in a timely manner so that Ingram may timely respond to each request for service. In no case shall any wastewater service commitment or connection be made that would violate the provisions of this Agreement.

Article IX
Construction, Maintenance, and Operation

9.01 Construction Contracts. Ingram is not authorized by this Agreement to own any facilities outside the Ingram Wastewater Service Area and within Kerrville's Wastewater Service Area. Unless otherwise specifically provided for herein, or by separate construction and/or maintenance contract with Kerrville, the construction, maintenance, operation, re-construction, expansion and/or replacement of any part of the Ingram Wastewater System (including any connector lines to the Kerrville System which are owned and operated by Ingram, but are neither physically located within the Ingram Wastewater Service Area nor the Kerrville Wastewater Service Area), shall be the sole responsibility of Ingram with all construction being in accordance with all federal, state and Kerrville construction standards. Construction of all pipes, individual customer service lines, meters, lift stations and other appurtances contemplated by this Article IX shall be promptly inspected by Kerrville before backfill occurs on any portion thereof. All connections by Ingram to the Kerrville System shall be made pursuant to Section 5.01 above.

If Kerrville determines that the existing configurations and capacities of the Ingram Wastewater System and/or the Kerrville System connector outfall lines and mains are inadequate to provide the requested Wastewater Services associated with newly proposed development, subdivision plat or replat, for properties lying within the Ingram Wastewater Service Area, Kerrville may, subject to the limitations provided for in Section 6.01 above, enter into negotiations with Ingram and the developer of the subdivision or development to establish an agreement whereby Ingram's internal collection system and any existing or proposed Kerrville System outfall lines and mains can be expanded through oversizing or paralleling at the cost of the developer of the subdivision or development. Such agreement may require the imposition of Capital Recovery Fees to generate revenue to recover the costs for Wastewater Services collection and treatment system expansion, or new construction, required to accommodate new development within the Ingram Wastewater Service Area.

9.02 Wastewater Connections. Ingram shall require all Wastewater Connections to be made in conformity with Kerrville standards, as may be amended, and shall adopt similar ordinances and/or regulations to accomplish this purpose and shall enforce same. All new connections to the Ingram Wastewater System shall be made only after application therefore has been made to, and approval has been issued by, Ingram. Coinciding with the payment deadline specified in Section 5.05 above, on or before the fifteenth (15th) day following the date appearing on the Kerrville invoice, Ingram shall furnish Kerrville with a cumulative monthly record of all existing and any new connections established during the preceding month.

Article X
Enforcement of Kerrville Regulation of Waste Discharge Requirements

10.01 Kerrville's Right to Inspect. Ingram hereby grants Kerrville the right to inspect all wastewater lines, facilities, and wastewater service flows, both public and private

(including sampling points for businesses located on private property), that are located within the Ingram Wastewater Service Area to the extent that Ingram has a right of inspection that may lawfully be assigned to Kerrville. Any such Kerrville inspections shall be reasonable as to the time, place and manner and shall be for the purpose of taking samples of the Ingram Contributed Wastewater Service Volume and conducting tests on same to determine compliance. If such tests show harmful substances are being generated within the Ingram Wastewater Service Area in excess of the quantity or concentrations permitted by applicable standards, Kerrville shall notify Ingram of such in writing. Upon receipt of such notice, Ingram shall immediately and with due diligence: (i) use its best efforts to identify the source(s) within the Ingram Wastewater Service Area discharging such harmful substances in excess of the quantity or concentrations permitted by federal, state, or local laws as well as the standards set out in Section 6.01(a)(2) and (3) above; (ii) immediately disconnect from the Ingram Wastewater System any such source that is identified if the source fails to discontinue discharging the identified harmful substances in unlawful quantities or concentrations immediately upon receipt of notice from Ingram; and (iii) not reconnect any such source to the Ingram Wastewater System until receiving notice in writing from Kerrville that Kerrville concurs that such source has demonstrated that it will not discharge harmful substances in excess of the quantity or concentrations specified above in the future. Prior to the commencement of service to any source connected to the Ingram Wastewater System that discharges harmful substances in excess of quantity or concentrations permitted by federal, state, or local laws as well as the standards set out in Section 6.01(a)(2) and (3) above, Ingram agrees to adopt surcharges in an amount at least equal to surcharges adopted by Kerrville to be assessed against such a source; and, in the event of delivery by the Ingram Wastewater System to the Kerrville System of wastewater containing such harmful substances, to pay to Kerrville any surcharges that Kerrville may impose on account of such delivery by the Ingram Wastewater System to the Kerrville System.

IN ADDITION, TO THE EXTENT AUTHORIZED BY THE LAWS OF TEXAS, INGRAM WILL INDEMNIFY, DEFEND AND HOLD KERRVILLE AND ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING FINES, PENALTIES AND COSTS OF REMEDIATION, THAT ARISE FROM, ARE ASSERTED AS A RESULT OF, OR ARE ATTRIBUTABLE TO, ANY HARMFUL SUBSTANCES IN EXCESS OF THE QUANTITY OR CONCENTRATIONS PERMITTED BY FEDERAL, STATE, OR LOCAL LAWS, AS WELL AS THE STANDARDS SET OUT IN SECTION 6.01(A)(2) AND (3) ABOVE, THAT ARE DELIVERED BY THE INGRAM WASTEWATER SYSTEM TO THE KERRVILLE SYSTEM.

10.02 Ingram's Enforcement Obligation. To the extent allowed by law, Ingram shall enforce all federal, state and local laws as they relate to the development, construction, maintenance and operation of the Ingram Wastewater System including all pre-treatment provisions.

Article XI
Interruption, Suspension, and/or Termination of Wastewater Services, Default and Related Remedies

11.01 Interruption and/or Suspension of Wastewater Services. Ingram further agrees that nothing herein shall be construed to prohibit Kerrville from interrupting and/or suspending Wastewater Services in the event of a maintenance operation or emergency repairs for a reasonable period of time necessary to respond to such operations or repairs. Ingram shall cooperate with Kerrville during such periods of maintenance operation and emergency repairs in a manner consistent with the preservation and protection of the public health, safety, and welfare. In addition, Ingram shall be solely responsible for providing notice to its customers of such interruptions and/or suspensions. Ingram's obligation to provide notice to its customers shall be subject to the following:

(a) In the event of a scheduled, non-emergency interruption or suspension of Wastewater Services, Kerrville shall provide Ingram with at least ten (10) days prior written notice of the dates which the interruption/suspension shall commence and terminate; and

(b) in the event of an emergency generated interruption or suspension of Wastewater Service, Kerrville shall provide actual notice to Ingram within one (1) hour of the event, and confirm the interruption/suspension in writing within twenty-four (24) hours, which written notice shall include the anticipated time of recommencement of Wastewater Service within the Ingram Wastewater Service Area. The Parties shall provide each other with twenty-four (24) emergency contact information which shall include information and procedures to be utilized for emergencies during non-work days, weekends and holidays.

11.02 Termination. This Agreement may be terminated at anytime upon the mutual written consent of the Parties. However, notwithstanding any other provision herein to the contrary, and for so long as this Agreement has been pledged, by Ingram, to the Rural Utilities Service of the United States Department of Agriculture ("RUS"), the Agreement may not be terminated as provided herein without the prior written consent of the RUS.

11.03 Termination Upon Material Breach. Either Party shall have the right to terminate this Agreement in the event of a material breach of the provisions of this Agreement by the other if the defaulting Party has not cured such material breach within thirty (30) days after the non-defaulting Party has made written demand to cure the same. Events that shall constitute a "material breach" of this Agreement, may include, but are not limited to, either Party's:

(a) failure to cease making new connections to the Ingram Wastewater System, when required by Article VI;

(b) excedance of the daily maximum volume limitation set forth in Section 6.01(a)(1);

(c) excedance of either the TSS or the B.O.D limitation in Sections 6.01(a)(2) and 6.01(a)(3), respectively;

(d) failure to pay Capital Recovery Fees to Kerrville, as required by Article VII, so long as such fees remain valid and enforceable;

(e) failure to take the actions set forth in Article X in the event tests show that harmful substances in excess of the quantity or concentrations permitted by applicable federal and state laws or Section 6.01(a)(3) have been delivered by the Ingram Wastewater System to the Kerrville System;

(f) failure to enforce any federal, state, or local rules, regulations, laws or procedures as they relate to the development, maintenance or operation of a wastewater collection system, including but not limited to, the failure to obtain a fully executed Customer Service Agreements prior to each connection to the Ingram Wastewater System in accordance with Article III, or the failure to comply with any pretreatment provisions, in violation of Articles IX and X; and

(g) failure to perform any material covenant or obligation in this Agreement.

11.04 Option to Assume Operation. In the event Ingram becomes unable or unwilling to continue to operate and maintain the Ingram Wastewater System, the Parties recognize that it is advisable to make provision for continued operation of such system to protect the public heath and safety. Accordingly, upon the occurrence of:

(a) a material breach of this Agreement by Ingram as set forth in Section 11.03 above which renders Ingram unable or unwilling to continue to operate and maintain the Ingram Wastewater System;

(b) a failure of Ingram to pay any other creditor an undisputed amount when due and payable, which failure is not cured within any applicable cure period and which failure renders Ingram unable or unwilling to continue to operate and maintain the Ingram Wastewater System; or

(c) the occurrence of any other event which reasonably indicates that Ingram is unable or unwilling to continue to operate and maintain the Ingram Wastewater System,

Ingram agrees that Kerrville shall have the option to, but at its sole discretion need not, assume the operation of the Ingram Wastewater System, as Ingram's agent. Kerrville acknowledges that any such assumption of the operation of the Ingram Wastewater System will neither include the conveyance of or ownership in the Ingram Wastewater System and as such, Kerrville shall have no right or basis to transfer ownership of the Ingram Wastewater System. In the event Kerrville elects to exercise such option and assumes operation of the Ingram Wastewater System, as Ingram's agent, Kerrville may

perform all acts that Ingram would perform on its own behalf to ensure continued operation of the Ingram Wastewater System and the provision of continuous adequate services to Ingram's customers, including, but not limited to, the power to (a) read meters, (b) bill for services, (c) collect revenues, (d) disburse funds, and (e) access all system components. Ingram agrees that should Kerrville choose to act as Ingram's agent to operate the Ingram System under the foregoing option, Kerrville shall be entitled to withhold and deduct from revenues it collects as Ingram's agent, an amount equal to all the reasonable costs, including treatment costs, and expenses Kerrville actually incurs in performing such functions. Kerrville shall forward the remaining funds, if any, and an accounting of the revenues collected and Kerrville's incurred costs to Ingram in a timely manner. In the event that the Parties disagree as to whether Ingram is rendered unable or unwilling to continue to operate and maintain the Ingram Wastewater System for any reason, then either Party make seek a determination from a court of competent jurisdiction.

11.05 Option to be Appointed Temporary Manager or Receiver. Upon the occurrence of any event listed, and in accordance with the procedures set forth, in TEX. WATER CODE § 13.4132(a), Ingram agrees that Kerrville shall have the option to, but at its sole discretion need not, apply to the TCEQ to be appointed as the temporary manager of the Ingram Wastewater System under TEX. WATER CODE § 13.4132. Upon the occurrence of any event listed in TEX. WATER CODE § 13.412(a), Ingram agrees that Kerrville shall have the option to, but at its sole discretion need not, apply to the TCEQ to be appointed as the receiver of the Ingram Wastewater System under TEX. WATER CODE § 13.412.

11.06 Effect of Options. The options that Kerrville is granted under Sections 11.04 and 11.05 above are at Kerrville's sole discretion and each may be exercised separately or together. The existence of any such option shall not confer any right, whatsoever, on Ingram or any other person or entity, and shall not be construed to impose any obligation, whatsoever, on Kerrville. Likewise, a subsequent decision by Kerrville to decline to exercise any such option shall not be construed to impose any obligation, whatsoever, on Kerrville, and shall not confer any right, whatsoever, on Ingram or any other person or entity. The options contained in Sections 11.04 and 11.05 above shall, to the extent applicable, survive the termination of this Agreement.

11.07 Rights After Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of this Agreement; provided, however, that termination shall not affect the rights or liabilities of the Parties accruing prior to such termination, as provided herein. In the event this Agreement terminates pursuant to Section 11.02 or 11.03 above, Kerrville shall not be obligated to provide Wastewater Services to Ingram after the effective date of the termination without the execution of a new contract for such service.

Article XII
Miscellaneous

12.01 Force Majeure.

(a) Definition. The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to, natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, earthquakes, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities. Provided, however, that the Parties agree that a mere increase in operating costs shall not, by itself, constitute an event of Force Majeure.

(b) Notice; suspension of obligations. By reason of *Force Majeure*, if any Party shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then if such Party shall give notice in writing and full particulars of such *Force Majeure* to the other Party immediately after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such *Force Majeure*, with the exception of the obligation of Ingram to pay for services actually received from Kerrville hereunder, shall be suspended during the continuance of the inability then claimed, and such Party shall endeavor to use its best efforts to remove or overcome such inability with all reasonable dispatch.

12.02 INDEMNITY.

(a) TO THE GREATEST EXTENT ALLOWED BY LAW, THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD EACH OTHER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND DAMAGES OF ANY NATURE WHATSOEVER (EXCEPT WORKERS' COMPENSATION CLAIMS) IN RELATION TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ASSERTED, INCURRED OR MADE BY THIRD PARTIES, TO THE EXTENT CAUSED BY ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY, OR ITS OFFICERS, AGENTS,

EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR CUSTOMERS, OR TO THE EXTENT SUCH CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, EXPENSES AND DAMAGES ARISE OUT OF, OR ARE IN ANY MANNER CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY THE INDEMNIFYING PARTY. THE INDEMNIFICATION IN THIS SECTION 12.02(a) IS IN ADDITION TO ANY OTHER INDEMNIFICATION PROVISIONS IN THIS AGREEMENT.

(b) Nothing in the foregoing Section 12.02(a) will be construed to require either Party to indemnify the other Party or its officers, agents, employees, contractors or subcontractors for any cost or expense that is to be borne by the other Party pursuant to any express provision of this Agreement or for injury or damage caused by the gross negligence or willful misconduct of the other Party or its officers, agents, employees, contractors or subcontractors.

(c) The indemnities in Section 12.02(a) above shall apply to all claims, judgments, losses, liabilities, expenses and damages against the indemnified Party, or its officers, agents, employees, contractors or subcontractors, including, but not limited to, claims, judgments, losses, liabilities, expenses and damages made by, asserted by or threatened by the indemnifying Party's employees, or its contractors' or subcontractors' employees, for personal injury (including death), which arise in the course of their employment.

(d) The Parties expressly acknowledge and agree that this Section 12.02 and any other indemnification provisions in this Agreement shall survive the termination and expiration of this Agreement.

12.03 Liability. EXCEPT TO THE EXTENT THAT EITHER PARTY IS EXPRESSLY OBLIGATED TO INDEMNIFY THE OTHER PARTY AGAINST THIRD PARTY CLAIMS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

12.04 Insurance.

(a) Kerrville and Ingram hereby agree to purchase and maintain fire, casualty, public liability, public official, and other insurance on their respective wastewater systems for purposes and in amounts which ordinarily would be carried by a publicly owned utility company owning and operating such

facilities, except that neither Party shall be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the respective Party's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance shall provide to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, in an effort to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute an operation and maintenance expense for the respective system.

(b) The Parties each shall, at their own expense, maintain in force through the period of this Agreement and until released by Kerrville and Ingram the following minimum insurance coverages, with insurers authorized to do business in Texas:

(i) Employers Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

(ii) Commercial General Liability Insurance including premises and operations, personal injury, products and completed operations coverage, coverage for explosion, collapse and underground hazards, coverage for sudden and accidental pollution, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage: provided, however, that the minimum limits for sudden and accidental pollution shall be One Hundred Thousand ($100,000) per occurrence.

(iii) Comprehensive Automobile Liability Insurance for coverage of owned, non-owned, and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(c) The Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall name the other Party and its officers, agents, employees as additional insureds. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the other Party

and provide thirty (30) days advance written notice to the other Party prior to anniversary date of cancellation or any material change in coverage or condition.

(d) The Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(e) The requirements contained herein as to the types and limits of all insurance to be maintained by Ingram are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

(f) Within thirty (30) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Parties shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

12.05 Non-Assignable Agreement. Neither Party may assign any right under this Agreement, and any purported assignment will be null and void and a breach of this Agreement.

12.06 Pledge as Security. Kerrville acknowledges that Ingram has pledged this Agreement to the United States Department of Agriculture/Rural Development ("USDA/RD") as part of the security for a loan from USDA/RD to Ingram.

12.07 Notices. All written notices required by the terms of this Agreement shall be in writing and either deposited in the United States mail addressed to such Party at the address set forth below or delivered by hand to the offices of the Party and representative listed below:

If to Kerrville:

City of Kerrville
Attn: City Manager
800 Junction Hwy.
Kerrville, Texas 78028

If to Ingram:

City of Ingram
Attn: Mayor
214 Highway 39
Ingram, Texas 78025

C-2005-45

These addresses may be changed by either Party by notice in writing given to the other Party; provided, however, that any such change of address shall not become effective until ten (10) days after the date of receipt of such notice.

12.08 Interpretation of Agreement. This Agreement, or any portion thereof, shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

12.09 Captions. The section titles and captions contained herein are for convenience of reference only and are not intended to define, extend or limit any provision to this Agreement.

12.10 Severability. The provisions of this Agreement are severable. If, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement; provided, however, that such determination does not materially frustrate the intent of the Parties expressed in this Agreement, in which event either Party may seek to terminate this Agreement pursuant to Section 11.02 of this Agreement.

12.11 Permitting and Related Costs. The Parties shall be solely responsible for acquiring and maintaining any and all permits, licenses, or any other regulatory approvals together with the payment for all costs associated with the use, benefit and maintenance of their respective systems, including, but not limited to, any lawfully assessed fee, tax or other cost charged or assessed pursuant to federal or state law or regulation. The Parties agree to cooperate with each other in their respective efforts to secure any such required permits, licenses, or any other regulatory approvals provided, however, that neither Party shall be required to expend any money or incur any expense in connection with their efforts to support the other Party absent an agreement for reimbursement of such costs. The costs incurred by Kerrville with respect to the Kerrville System will be included in accordance with generally accepted cost of service principles and rate-making methodologies in the development of rates charged to users including the Ingram Wastewater Service Rate.

12.12 Ownership of the Ingram Contributed Wastewater Service Volume. Ingram Contributed Wastewater Service Volume, once delivered to the Meter(s), shall become the property of Kerrville without further rights thereto by Ingram.

12.13 Regulatory Requirements. This Agreement is subject to all applicable federal, state and local laws and regulations. This Agreement is specifically subject to all applicable

sections of the Texas Water Code and the rules of the Texas Commission on Environmental Quality, or any successor agency.

12.14 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the Parties hereto with respect to the collection, transportation, treatment and disposal of wastewater. Kerrville agrees that nothing in this Agreement shall prohibit, or otherwise limit Ingram's right to establish, assess and collect lawful rates for providing wastewater collection and transmission services to its customers within the Ingram Wastewater Service Area, nor shall this Agreement limit Ingram's authority to provide retail wastewater services to other customers within Ingram's jurisdiction provided Kerrville does not provide wastewater treatment or disposal services in connection therewith.

12.15 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas. This Agreement is entered into and fully performable in Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement shall be proper only in Kerr County, Texas.

12.16 Execution In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12.17 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the authorized representative of the Party against whom enforcement of any such modification or amendment is sought. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

12.18 Remedies. Subject to and in addition to previously provided provisions, if Ingram or Kerrville fails or refuses to timely comply with any of their respective obligations hereunder, or if any representations, warranties or covenants of any party contained herein are not true or have been breached, then the non-defaulting party will have the right to enforce this Agreement by any remedy at law or in equity.

Article XIII
Representations and Warranties of Kerrville

Kerrville represents and warrants to Ingram as follows:

13.01 Existence and Qualification of Kerrville. Kerrville is a duly formed and validly existing municipality created under the laws of the State of Texas. Kerrville has all requisite power and authority to provide Wastewater Services and to carry on its business as presently conducted.

13.02 Authority, Approval and Enforceability with Respect to Kerrville. Kerrville has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of the Agreement by Kerrville and the performance of the transactions contemplated hereby by Kerrville have been duly and validly approved and adopted by resolution of its City Council. A copy of said resolution is attached hereto as **Exhibit D** and incorporated herein by reference for all purposes. This Agreement has been duly executed and delivered on behalf of Kerrville and constitutes the legal, valid and binding obligation of Kerrville enforceable in accordance with its terms. All documents required hereunder to be executed and delivered by Kerrville will have been duly authorized, executed and delivered and will constitute legal, valid and binding obligations of Kerrville enforceable in accordance with their terms.

XIV
Representations and Warranties of Ingram

Ingram represents and warrants to Kerrville as follows:

14.01 Existence and Qualification of Ingram. Ingram is a duly formed and validly existing Type A general-law municipality created under the laws of the State of Texas. Ingram has all requisite power and authority to provide retail wastewater service and to carry on its business as presently conducted.

14.02 Authority, Approval and Enforceability With Respect to Ingram. Ingram has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement by Ingram and the performance of the transactions contemplated hereby by Ingram have been duly and validly approved and adopted by resolution of its City Council. A copy of said resolution is attached hereto as **Exhibit E** and incorporated herein by reference for all purposes. This Agreement has been duly executed and delivered on behalf of Ingram and constitutes the legal, valid and binding obligation of Ingram enforceable in accordance with its terms. All documents required hereunder to be executed and delivered by Ingram will have been duly authorized, executed and delivered and will constitute legal, valid and binding obligations of Ingram enforceable in accordance with their terms.

In Witness of which the Parties have executed this Agreement in duplicate on the dates reflected in the signature blocks below.

CITY OF KERRVILLE, TEXAS	CITY OF INGRAM, TEXAS
BY: Paul A. Hofmann	BY: Monroe Schlabach
Paul A. Hofmann, City Manager	Monroe Schlabach, Mayor

ATTEST:

BY: _____
Brenda Craig, City Clerk

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

BY: _____
Jannell Bullock, City Secretary

APPROVED AS TO FORM:

_____
Danny R. Edwards, City Attorney

O 2005-45

EXHIBIT D

INTER-LOCAL AGREEMENT FOR

WHOLESALE WASTEWATER SERVICE

Exhibits

Exhibit	Description
A.	Customer Service Agreement.
B.	Map of the Ingram Wastewater Service Area (as of the Effective Date).
C.	Map of the City of Kerrville Wastewater Service Area (as of the Effective Date).
D.	Resolution No. 110-2005 of the City of Kerrville, Texas, authorizing execution of the Interlocal Agreement For Wholesale Wastewater Service.
E.	Resolution No. 1-101805 of the City of Ingram, Texas, authorizing execution of the Interlocal Agreement For Wholesale Wastewater Service.

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CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

CONTRACT FOR WASTEWATER SERVICES

STATE OF TEXAS §
COUNTY OF KERR §

DEPOSIT AMOUNT: $ RECEIPT #

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") and contract with the City of Ingram, Texas ("City") to provide wastewater service to the following property.

SERVICE ADDRESS: _____

BILLING ADDRESS: _____

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS - A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is finaled, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service. A notice of termination will be furnished prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill was not received.

Exhibit A

PAYMENTS - All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY - The 1993 Texas Legislature provided for any customer who wishes to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: _____

RESTRICTIONS - City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (Publicly Owned Treatment Works or POTW) from discharges which may cause pass through or interference. The following restrictions and requirements are in place to provide this protection.

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements,

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which has been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of ART. 9-VIII of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT - If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of this Agreement shall be billed to Customer.

CITY OF KERRVILLE - Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

CUSTOMER NAME (Print): _____

CUSTOMER SIGNATURE: _____

DATE: _____

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: _____

EXHIBIT D

Jordan 0034

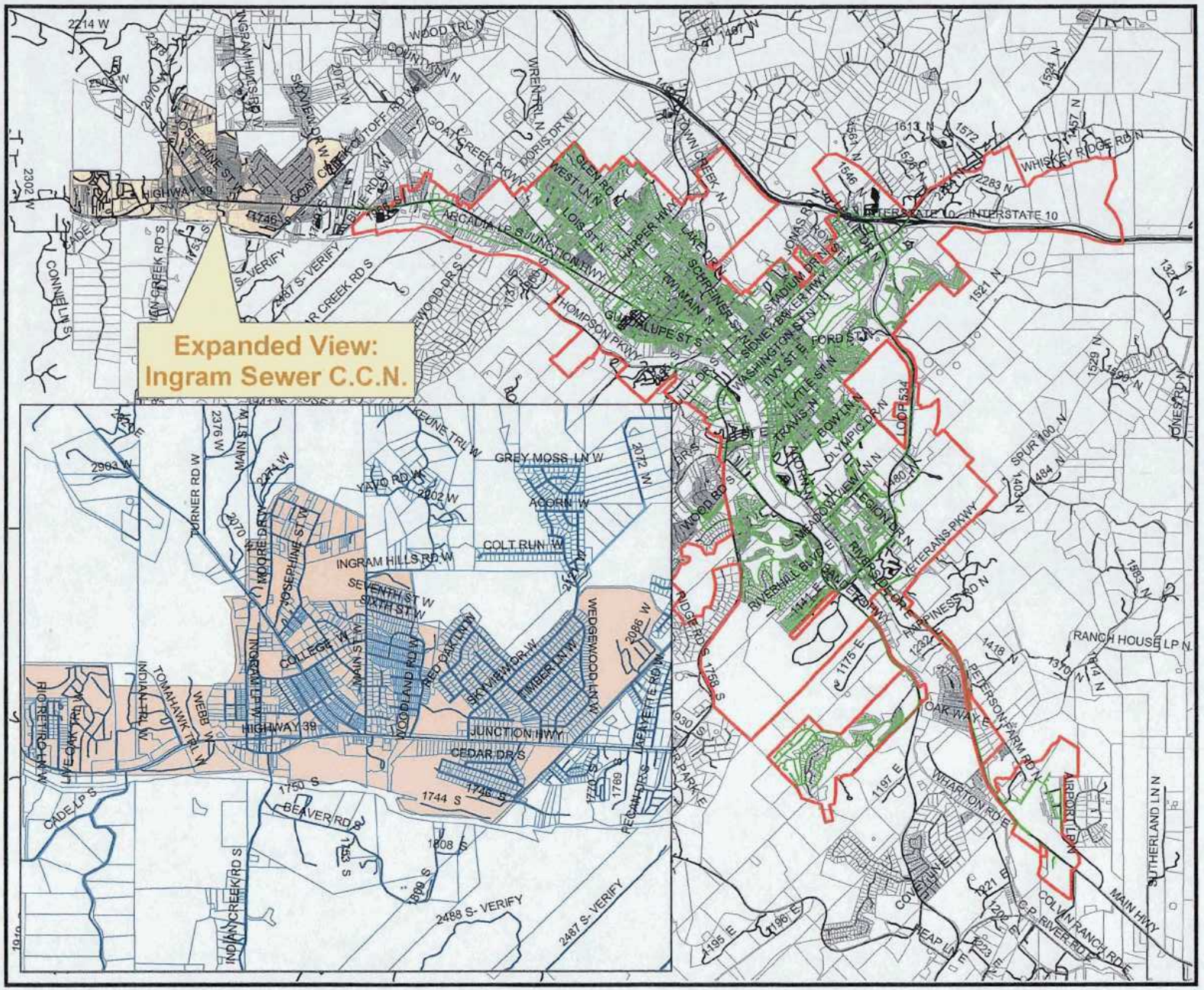


EXHIBIT D

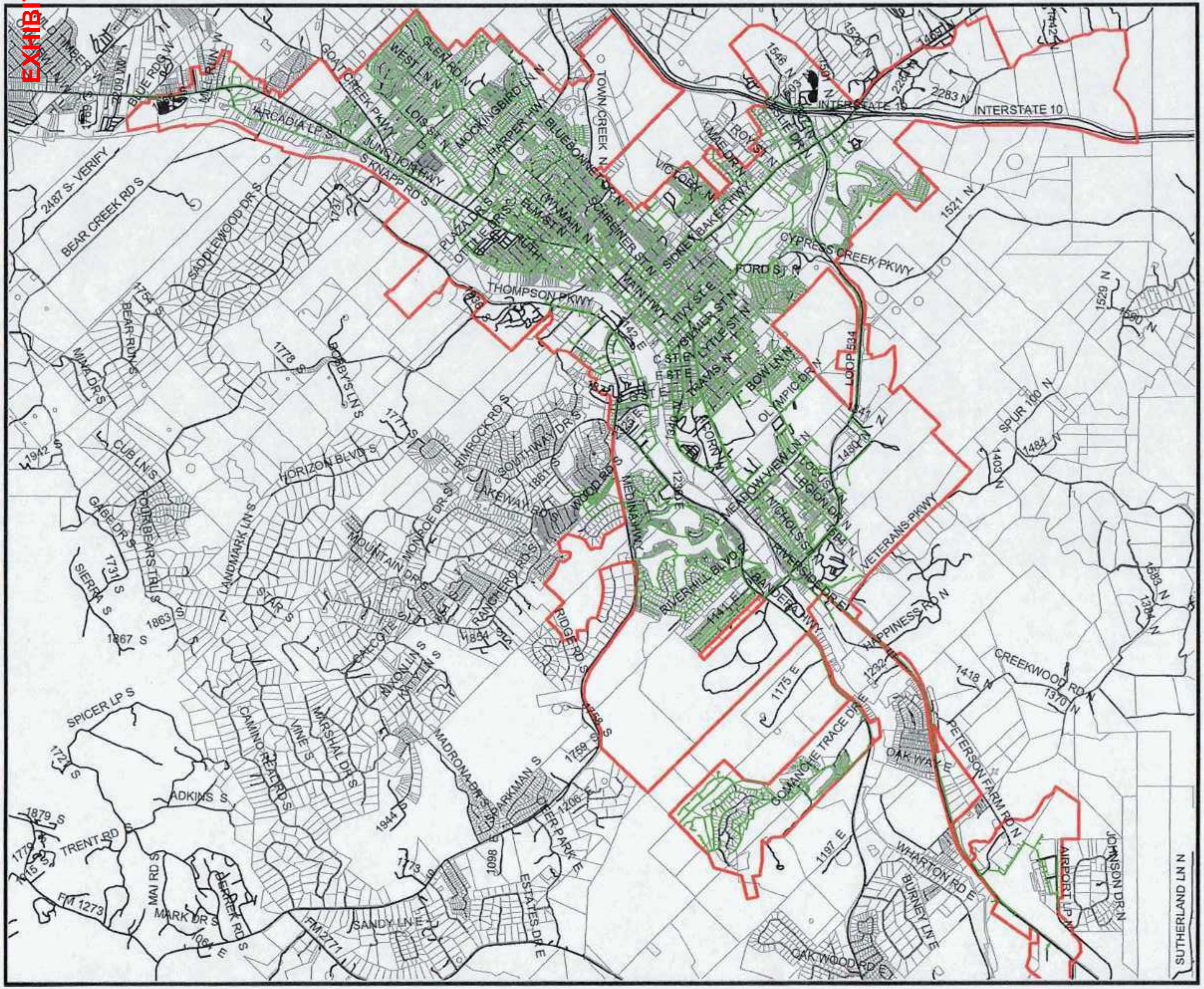


EXHIBIT "C"
Kerrville Sewer CCN
City of Kerrville, TX

Legend

- Kerrville_City_Limits
- parcels2003a
- GPSCountyRds
- sansewer_lines

N W E S

Map not to scale

Drawn By: David Michelson City of Kerrville, TX October 26, 2005

EXHIBIT D

City of Ingram
(830) 367-5115 **230 Hwy 39 • Ingram, TX 78025** **Fax (830) 367-3175**

October 20, 2005

I, Jannell Bullock, City Secretary of the City of Ingram, In the performance of the functions of my office, hereby certify that in a regular meeting of the City Council on October 18, 2005, on item number 7 of the agenda posted October 14, 2005, the Ingram City Council moved to approve the proposed Resolution No. 1-101805 relative to Interlocal Agreement for Wholesale Wastewater Service with the City of Kerrville. The following members were present and voted as follows.

Monroe Schlabach (Mayor)
Marvin Gazaway – Yes
Ray Lynch – Yes
Shirley Klug – Yes
Gerald Johnson – Yes
Wanda Lucas – Yes

The attached Resolution No. 1-101805 is a true and correct copy of the ordinance as adopted by the City Council and executed by the Mayor and on file in this office.

CITY OF INGRAM TEXAS

Jannell Bullock
City Secretary
City of Ingram

WITNESS MY HAND AND SEAL of the City of Ingram this the 20th day October 2005.

ROSE M. ROBBINS NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-30-2007

Rose M. Robbins
Notary Public, State of Texas
My Commission expires: _____

Exhibit E

C 2005 45

EXHIBIT D

CITY OF INGRAM, TEXAS
RESOLUTION NO. 1-101805

WHEREAS, on the 18th day of October, 2005, the City Council of the City of Ingram took up for deliberation an Interlocal Agreement for Wholesale Wastewater Service with the City of Kerrville, Texas, and

WHEREAS, the City Council, acting on Agenda Item No. 7 of the posted agenda, by unanimous vote did approve the Interlocal Agreement as drafted and presented to the Council,

NOW THEREFORE, BE IT RESOLVED THAT:

"The Mayor of the City of Ingram should be and is hereby authorized to act on behalf of the City of Ingram for purposes of executing the "Interlocal Agreement for Wholesale Wastewater Service with the City of Kerrville" together with all exhibits and/or other documents as may be required by the terms of the Agreement or otherwise, to fully consummate the agreement on behalf of the City of Ingram and with the City of Kerrville."

Approved and signed this the 18th day of October 2005, pursuant to section 52.003(a) of the Texas Local Government Code.

Monroe Schlabach, Mayor

Attest:

Jannell Bullock, City Secretary

Approved as to form:

Danny Edwards, City Attorney

C 2005-45

EXHIBIT D

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 110-2005

A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH THE CITY OF INGRAM, TEXAS, PROVIDING FOR CITY'S RECEIPT, TREATMENT AND DISPOSAL OF WASTEWATER

WHEREAS, the City of Ingram, Texas, ("Ingram") is taking part in the development of a wastewater system for the area within their city limits; and

WHEREAS, the City of Kerrville, Texas, recognizes the mutual benefits which will be achieved through the development of a centralized wastewater collection and treatment facility on a regional basis; and

WHEREAS, the City is willing to receive, treat and dispose of the wastewater collected by the City of Ingram, pursuant to the terms of the agreement referenced below; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to enter into an agreement with the City of Ingram which provides for the City to receive, treat and dispose of wastewater;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

That the City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City of Kerrville, Texas, the *Interlocal Agreement for Wholesale Wastewater Service* by and between the City of Kerrville and the City of Ingram, the provisions of which agreement shall be substantially as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

PASSED AND APPROVED ON this the 25 day of October, A.D., 2005.

Eugene C. Smith, Mayor

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

H:\Legal\Wastewater\Contract\regional wastewater\City of Ingram\Reso-Regional WW Agreement-101905.doc

Approved by City Council
Date: October 25, 2005
Volume 35 Page 419
Contract No. 2005-45
Resolution No. 110-2005

Jordan 0038

EXHIBIT E

Date Received RECEIVED
JUL 01 2011

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

ENTERED JUL 01 2011

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☒ Commercial

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: HAROLD J. WUNSCH (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: [redacted] 0766

PHONE: (wk) 367-4843 (hm) SAME (cell) _____

SERVICE ADDRESS: RIVERSIDE RV PARK HAROLD WUNSCH
Lot# Block # Subdivision Street Address

BILLING ADDRESS: 211 OLD INGRAM LOOP SUITE C INGRAM TX 78025

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

DEPOSIT AMOUNT: $ 150.00 RECEIPT # _____

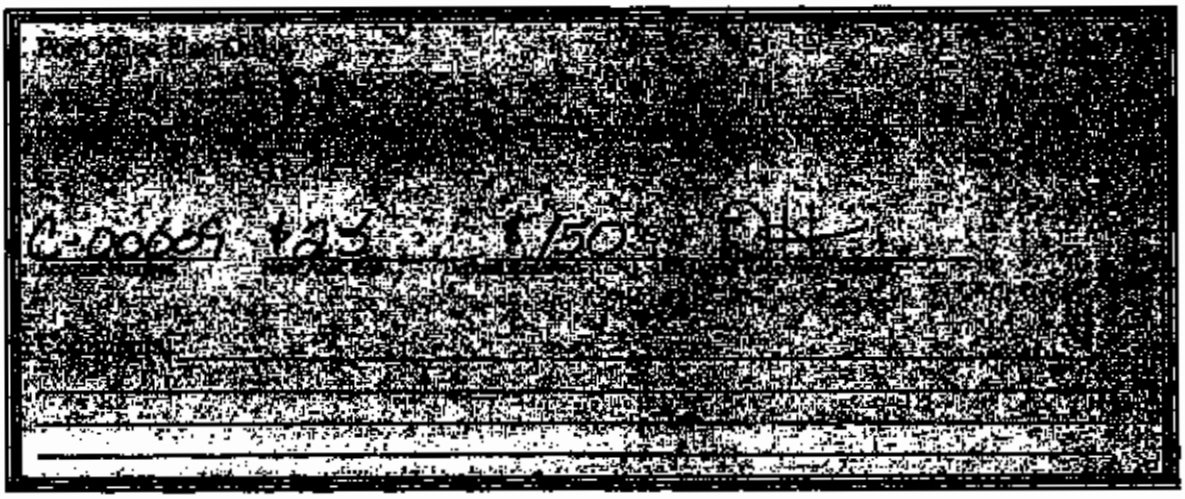


Exhibit A

EXHIBIT E

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [X] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): HAROLD J. WUNSCH

CUSTOMER SIGNATURE: Harold J Wunsch

DATE: 8-1-2011

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

Stephanie Breckenridge

DATE: 7/1/2011

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☒ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT F

Date Received: RECEIVED
JUL 12 2011

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

ENTERED
JUL 18 2011

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☑ Commercial

TURN ON DATE: 7-16-20 TURN OFF DATE: _____ OTHER DATE: _____

NAME: Lavinia F. Schlabach DRIVER'S LICENSE #: [redacted] 8486
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) SAME (hm) 830-[redacted] (cell) _____

SERVICE ADDRESS: _____
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: 207 OLD INGRAM LP INGRAM TX. 78028

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: OLD INGRAM GALLERY DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) 830-[redacted] (cell) [redacted]

DEPOSIT AMOUNT: $ _____ **RECEIPT #** _____

For Office Use Only:

Date Initialed _____ Inspection Fee _____ Tap Fee _____ Capital Recovery Fee _____

C-00011 (Account Number) $250 (New Acct. Fee) Credit file (Deposit Received) SD (Employee Receiving Deposit)

Comments: _____

Exhibit A

EXHIBIT F

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): LAVINIA Schlabach

CUSTOMER SIGNATURE: Lavinia Schlabach

DATE: 7-16-2011

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

Stephanie Beckmann

DATE: 7/12/2011

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☒ Not of Hispanic or Latino

Race: ☒ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☒ Female

EXHIBIT G

Date Received: 2/13/2012

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

ENTERED FEB 22 2012

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☑ Commercial

WATER SOURCE: ☑ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Mike Neutze (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: [redacted] 3523

PHONE: (wk) [redacted] (hm) ___ (cell) [redacted]

SERVICE ADDRESS: 3269 Jct. Hwy

BILLING NAME &ADDRESS: Neu-Mart #5 3280 Jct. Hwy Ingram

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: _____

PHONE: (wk) _____ (hm) _____ (cell) _____

DEPOSIT AMOUNT: $ _____ **RECEIPT #** _____

Exhibit A

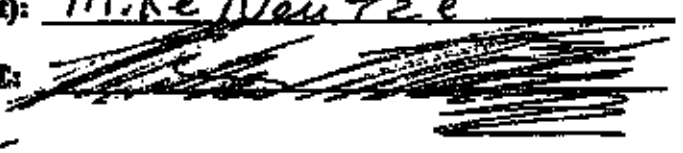
EXHIBIT G

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [✓] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Mike Deutze

CUSTOMER SIGNATURE: 

DATE: 2-13-12

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

Stephanie Breitenmayer

DATE: 2/13/2012

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT H

City of Ingram Non-residential Wastewater Accounts

Chosen Spot	USDA Residential	Dec. 16, 2011
HCTC	Connected before Oct. 2, 2012	Apr. 13, 2011
Ingram Elementary	Connected before Oct. 2, 2012	Apr. 12, 2011
Ingram Bus Barn	Connected before Oct. 2, 2012	Apr. 12, 2011
Ingram ISD Rock House	Connected before Oct. 2, 2012	Apr. 12, 2011
Double L Ranch	Connected before Oct. 2, 2012	May.17, 2011
HCTC-Old Ingram Loop	Connected before Oct. 2, 2012	Jun. 4, 2011
Riverside RV	Connected before Oct. 2, 2012	Jul. 24, 2012
Cynthia Anderson	Connected before Oct. 2, 2012	Jul. 11, 2011
Lavinia Schlabach	Connected before Oct. 2, 2012	Jul. 18, 2011
Monroe Schlabach	USDA Residential	Aug. 13, 2014
Diamond 4W-3260 Jct Hwy	Connected before Oct. 2, 2012	Jun. 25, 2011
Diamond 4W-3262 Jct Hwy	Connected before Oct. 2, 2012	Jun. 25, 2011
Harold Wunsch	USDA Residential	Aug. 1, 2014
Broken Arrow Ranch	Paid $5000. 10/31/2013	Nov. 18, 2013
By the River RV Park	Connected before Oct. 2, 2012	Aug. 18, 2011
Ingram VFD	Connected before Oct. 2, 2012	Aug. 31, 2011
Woodbury Taxidermy	Connected before Oct. 2, 2012	Oct. 11, 2011
City West Church	Waived in exchange for easement for LS 1	Feb. 16, 2012
Mike Neutze	Connected before Oct. 2, 2012	Jun. 9, 2012
Whataburger	Paid $5000.11/30/2013	Nov. 30, 2012
Ecova-Wells Fargo	Paid $5000. 4/29/2013	Apr. 4, 2013
Stephanie Miller	USDA Residential	
Security State Bank	Paid $5000. 7/24/2013	Dec. 26, 2014
HCAF	Waived in exchange for easement for LS 2	
DM Hughes	Paid $5000. 9/23/2013	Jul. 15, 2013
Lisa Reyna	USDA Residential	Feb. 26, 2014
Outpost	Paid $5000. 2/5/2014	Mar. 24, 2014
Mark Blackman	Paid $5000. 3/25/2014	May. 1, 2014
Bart Ferguson	USDA Residential	Jan. 1, 2015
Darrin Potter	USDA Residential	Aug. 1, 2014
Caroline Rominger	USDA Residential	Oct. 31, 2014
Advance E&I	Paid $5000. 12/31/2014	Dec. 26, 2014
Southern Wtd Holdings	Paid $5000. 9/23/2014	Dec. 26, 2014
City Hall		Sept. 1, 2014
City Park		Sept. 1, 2014
Kerrville Butane	Paid $5000.3/16/2015	Mar. 18, 2015
Iglesia Pentecostes Rosa	Paid $1200 3/4/2015 CC waived SAF	Mar. 18, 2015
Gems of the Hill Country	USDA Residential	Mar. 1, 2015
Ingram ISD High School		Apr. 26, 2015
Diamond K Foods	Paid $5000. 5/6/2013	Jun. 26, 2015
Marion Watson	USDA Residential	Jun. 26, 2015
Maxey Energy	Paid $1200 TAP - Financing $3800	Jul. 23, 2015
House of Prayer	Paid $1200 TAP - CC waived SAF	
Comerica	Paid $10000 3/28/2013	
Raymond Brothers	Paid $5000.	

Exhibit A

EXHIBIT I

INGRAM CITY COUNCIL
MINUTES OF REGULAR MEETING
ON OCTOBER 2, 2012

On Tuesday, October 2, 2012, the Ingram City Council meeting was called to order at 6:00 p.m. by James Salter, Mayor, in the City Hall Council Chambers, 230 Hwy 39, Ingram Texas.

MEMBERS PRESENT:

James Salter	Mayor	Brandon Rowan	Mayor Pro Tem
Monroe Schlabach	Alderman	John St. Clair	Alderman
Shirley Trees	Alderman	Jim Lopez	Alderman

STAFF PRESENT:

Dene' Huffaker	City Treasurer	Ilse Bailey	City Attorney
Stephanie Breckenridge	City Secretary		
Stan Neuse	City Administrator		

Call to order: 6:00 p.m.

1. VISITOR/CITIZENS FORUM:
None

Monroe Schlabach arrived at 6:05 p.m.

2. CONSENT AGENDA:
2A. Approval of minutes from the Regular City Council Meeting held September 18, 2012; 2B. paying bills as specified; and 2C. purchase orders as presented. Shirley Trees made a motion to approve the minutes from the Regular City Council meeting held on September 18, 2012; 2B. paying bills as specified and 2C. approval of purchase orders as presented. John St. Clair seconded and the motion carried 5 to 0 votes.

3. ORDINANCES AND RESOLUTIONS:
3A. Regarding Resolution No. 14-2012 establishing legal services fees. Brandon Rowan made a motion to approve Resolution No. 14-2012 establishing legal services fees. Monroe Schlabach seconded and the motion carried 5 to 0 votes.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Regarding presentation from First Southwest Finance Company. No action taken.

4B. Regarding general Financial Advisory Board contract with the City of Ingram. John St. Clair make a motion to postpone to next agenda. Shirley Trees seconded and the motion carried 5 to 0 votes.

4C. Regarding improvements at 138 Riverpark Dr. No action taken.

4D. Regarding amendment to Memorandum of Understanding for Ingram Municipal Judge. Monroe Schlabach made a motion to approve amendment to Memorandum of Understanding for Ingram Municipal Judge. Shirley Trees seconded and the motion carried 5 to 0 votes.

4E. Regarding authorizing Mayor to execute loan agreement for Public Works and Marshal vehicles. Jim Lopez made a motion to authorize Mayor to execute laon agreement for Public Works and Marshal vehicles. Brandon Rowan seconded and the motion carried 5 to 0 votes.

EXHIBIT I

4F. Regarding Wastewater Committee recommendations on Wastewater Ordinance No. 2010-2. Brandon Rowan made a motion to approve new wastewater increase of $0.80 per 1000 gallons. Shirley Trees seconded and the motion carried 5 to 0 votes.
*Shirley Trees made a motion to direct City Attorney to revise current Wastewater Ordinance No. 2012-2 and schedule a public hearing. John St. Clair seconded and the motion carried 5 to 0 votes.

4G. Regarding establishing Wastewater System Access Fee, Tap Fees, & Rates. Jim Lopez made a motion to set Wastewater System Access Fee at $5000.00 which includes one tap at the City's 20% discounted rate. Any additional taps will be $1200.00 per 4" & 6" tap fee plus the cost of the manhole, if required. Brandon Rowan seconded and the motion carried 5 to 0 votes.

5. INFORMATION AND DISCUSSION:

Personnel Committee met Thursday, September 27, 2010 and assigned Brad Rider the Captain position and eliminated the Investigator position in the Marshal's Department.

Utility Committee met Friday, September 28, 2012 and recommended the items listed above 4F & 4G.

6. EXECUTIVE SESSION:

The city council reserves the right to discuss any of the above items in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapters 551 and 552 of the Government Code of the State of Texas.

7. ADJOURNMENT:

Jim Lopez made a motion to adjourn. Shirley Trees seconded and the motion carried with the meeting adjourning at 8:14 p.m.

Respectfully submitted,

Stephanie Breckenridge
City Secretary

Approved By: James Salter October 16, 2012
James Salter, Mayor

Attest: Stephanie Breckenridge
Stephanie Breckenridge, City Secretary

EXHIBIT J

Date Received: 2/28/13

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

ENTERED FEB 28 2013

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☑ Commercial

WATER SOURCE: ☑ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Perfect Surroundings DRIVER'S LICENSE #: [redacted]225
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) 830[redacted] (hm) _____ (cell) 830[redacted]

SERVICE ADDRESS: [redacted]

BILLING NAME &ADD[redacted]
Stephanie Miller

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

DEPOSIT AMOUNT: $ 150 RECEIPT # _____

For Office Use Only

2/28/13

[redacted]

25 Late 150 Dep

Comments:

Exhibit A

EXHIBIT K

EAST SIDE WASTEWATER SERVICE AREA
PRELIMINARY ENGINEERING STUDY

CITY OF INGRAM

RIVER CITY of the TEXAS HILL COUNTRY

OFFICE OF CITY SECRETARY

STATE OF TEXAS
JOHN M. HEWITT
66142
LICENSED
PROFESSIONAL ENGINEER
3-31-12

March 2012

Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, Texas 78208
830-315-8800

Hewitt Engineering, Inc.
Consulting Engineering Services

OFFICE OF CITY SECRETARY

INTRODUCTION

Over the past several years, the City of Ingram has constructed wastewater system improvements throughout the City as part of a Federal Economic Development Assistance Program Grant. As stipulated in the grant requirements, all of the recent wastewater system improvements were required to serve residential customers. The purpose of this study was to evaluate options to serve existing and future nonresidential customers along Junction Highway (SH 27) in the eastern portion of the City. The study evaluated alternatives and determined the best route for proposed gravity sewer lines to convey wastewater flows from businesses along Junction Highway south to the existing City main lift station. The study also considered future wastewater flows from the residential areas located north of Junction Highway including Greenwood Forest when sizing the proposed gravity sewer lines. In addition, the study provided an estimated construction cost for the recommended gravity sewer alignment including the cost of any roadway boring required under Junction Highway. Finally, the study determined the equivalent single family connections served by the proposed gravity sewer lines in order to allocate a prorated cost of the wastewater improvements to individual businesses and residential developments.

In summary, the scope of services for this study included the following tasks:

1. Collect and review existing service area flows and wastewater facilities information
2. Determine existing and projected wastewater flows for the Eastside service area
3. Determine proposed gravity sewer line alternative designs
4. Evaluate alternatives and determine recommended design
5. Prepare estimated construction cost for recommended alternative and prorate costs based on equivalent single family connections
6. Prepare report and exhibits summarizing the results of the Preliminary Engineering Analysis

EXISTING CONDITIONS

This study evaluated serving four different wastewater collection service areas along Junction Highway in the east portion of the City. The collection areas included the following:

Service Area A-1: The south side of Junction Highway extending from the Security State Bank and Trust on the west end of the service area east to Bud Lane.

Service Area A-2: The north side of Junction Highway extending from the Car Wash on the west end of the service area east to the existing creek located across from Bud Lane between Skyview Drive and Oakview Drive.

Service Area B-1: The north side of Junction Highway extending from the creek located across from Bud Lane between Skyview Drive and Oakview Drive east to Goat Creek Road Cutoff.

Service Area B-2: The north side of Junction Highway extending from Goat Creek Road Cutoff east to Nichols Creek and including the business located at the southeast intersection of Goat Creek Road Cutoff and Riverview Road.

The service areas for A-2, B-1 and B-2 described above consist of businesses and vacant lots that are currently located outside of the City limits of Ingram. Service Area A-1 consists of businesses and lots that are located within the Ingram City limits. Service Area A-1 consists of 24 separate tracts as shown in the Kerr County Appraisal District data base. There are currently 12 existing businesses located in this area. Service Area A-2 consists of 13 separate tracts and 9 existing businesses in this area. Service Area B-1 consists of 9 separate tracts as shown in the Kerr County Appraisal District data base and there are currently 9 existing businesses located in this area. Service Area B-2 consists of 7 separate tracts and 4 existing businesses located in this area. Exhibit 1 shows the location and limits for each of these service areas.

Wastewater demands were determined for each lot in the City of Ingram as part of the Federal grant sewer design and analysis. This project determined that the average daily wastewater demand for each equivalent single family connection is approximately 350 gallons per day. This demand is equal to a per capita demand of 100 gallons per day with an average of 3.5 persons per connection. The design of the residential wastewater collection system used an average peaking factor of 3.0 to estimate the peak daily flow in the system. Therefore, the peak daily flow used to

design the Ingram wastewater collection system is approximately 1,050 gallons per day per equivalent single family connection.

A review of the existing demands for the businesses within the four service areas within the study limits show that each of these businesses is less than or equal to one equivalent single family connection except for one business (Bernhard's Meat Market). Field visits and discussions with the business owners indicated that each of the businesses and restaurants typically had two or three restrooms and did not exceed the wastewater demand for a typical residential customer or equivalent single family connection. Water usage records for the past two years for Bernhard's Meat Market were reviewed to determine the estimated wastewater demand at this location. Based on these records, the maximum monthly water usage occurred in December 2011 and was 36,900 gallons or approximately 1,200 gallons per day. The estimated daily average wastewater flow associated with this water demand would be approximately 900 gallons per day. Consequently, the wastewater flow for Bernhard's Meat Market is equal to 3 equivalent single family connections. Wastewater quality at this facility would need to be evaluated also even though a pretreatment facility exists on site.

Wastewater from the existing nonresidential customers will be conveyed via two proposed gravity sewer lines to the recently constructed City of Ingram lift station located northwest of the Riverview Road and Cypress Falls Drive intersection. Pumps at this lift station send the wastewater via force mains north along Riverview Road and east along Junction Highway into the City of Kerrville wastewater system and ultimately to the City of Kerrville Wastewater Treatment Plant.

Proposed Line A will convey flow from Service Areas A-1 and A-2 to an existing manhole and 12-inch diameter pipe stubout located north of the intersection of Cedar Drive and Cypress Falls Drive. The existing flowline elevation at this manhole is 1667.79 or approximately 12 feet below the natural ground surface elevation. An existing 15-inch diameter sewer line conveys flow east from this location along Cypress Falls Drive to the City lift station. Proposed Line B will convey flow from service Areas B-1 and B-2 in a gravity sewer along Riverview Road directly to the City lift station.

PROPOSED IMPROVEMENTS

As described above, two proposed gravity sewer lines are proposed to intercept flow from the businesses along Junction Highway and convey the flow south to the City lift station. Two separate gravity lines are required in order to avoid crossing under the existing drainage creek located across Bud Lane between Oakview Lane and Skyview Drive. Proposed Line A will intercept wastewater flow from businesses located between the existing car wash on the west end of the service area to the existing drainage creek across from Bud Lane on the east end of the service area. A proposed 8-inch sewer line will extend along the north side of Junction Highway and convey flow from Service Area A-2 south across Junction Highway. Because Junction Highway is TxDOT right-of-way, the proposed sewer line will be required to be located inside of a steel casing across the highway. A proposed 8-inch sewer line will be located along the south side of the existing tracts along the south side of Junction Highway (Service Area A-1) and will connect to the sewer line from the north side of Junction Highway. The proposed 8-inch sewer line will then extend west to the existing manhole and 12-inch diameter pipe stubout located north of the intersection of Cedar Drive and Cypress Falls Drive. Exhibit 2 shows the location of the proposed gravity sewer required to serve Service Areas A-1 and A-2.

Proposed Line B will intercept wastewater flow from businesses located between the existing drainage creek across from Bud Lane on the west end of Service Area B-1 to Goat Creek Road Cutoff on the east end of the service area. A proposed 8-inch sewer line will extend east along the north side of Junction Highway and convey flow from Service Area B-1 to Goat Creek Road Cutoff and then south across Junction Highway. A proposed 8-inch sewer line will extend west along the north side of Junction Highway from Nichols Creek to Goat Creek Road Cutoff to convey wastewater flow from Service Area B-2. The proposed 8-inch sewer line will then extend south across Junction Highway in a steel casing and continue south along Riverview Road to the existing lift station located northwest of the intersection of Riverview Road and Cypress Falls Drive. Exhibit 2 shows the location of the proposed gravity sewer required to serve Service Areas B-1 and B-2.

As a part of the study, future wastewater flows from the residential areas located north of Junction Highway including Greenwood Forest were considered when evaluating the design of the proposed gravity sewer lines. Exhibit 1 shows the additional residential areas (Service Areas A-3 and B-3) in Greenwood Forest that would contribute wastewater flow to Line A and Line B. Approximately 130 lots in Service Area A-3 would contribute flow to Line A and 305 lots in Service Area B-3 would be conveyed to Line B. The result of this additional flow would be that the proposed gravity sewer lines would need to be increased in size from 8-inch to 10-inch diameter. The existing facilities including the 15-inch gravity sewer line along Cypress Falls Drive and the main lift station have additional flow and volume capacity and would not need to be enlarged. However, the City of Ingram Interlocal Agreement for Wholesale Wastewater Service with the City of Kerrville regarding volume of water and service area would need to be reviewed and evaluated to determine whether wastewater flow from Greenwood Forest could be intercepted and conveyed to the City of Kerrville. Based on discussions with the engineer for the Phase 1 Wastewater Collection System, the Greenwood Forest area was not included as part of the flow calculations in the 2002 Wastewater Design Report.

CONSTRUCTION COSTS

The estimated construction costs for the proposed gravity sewer line improvements were determined based on recent bid tabs for Phase 1 of the City of Ingram Wastewater Improvements project. Costs for 8-inch sewer line, 8-inch sewer line, 10-inch sewer line in casing, 10-inch sewer line in casing and manholes were obtained for the City project that is nearing completion.

The cost of Line A would consist of two components; the cost of the improvements serving area A-1 (connections within the City limits) south of Junction Highway and the cost of the improvements serving Service Area A-2 (connections outside City limits) located north of Junction Highway. The portion of Line A serving Area A-1 consists of 8-inch sewer line, manholes and property acquisition. The total estimated cost for this sewer line is approximately $86,302 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering

design, and construction inspection services of 20% of the construction costs have been added for a total cost of $103,562 for Service Area A-1.

The portion of Line A serving Area A-2 consists of 8-inch sewer line, 8-inch sewer line in steel casing, manholes and property acquisition. The total estimated cost for this sewer line is approximately $98,263 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering design, and construction inspection services of 20% of the construction costs have been added for a total cost of $117,915 for Service Area A-2. Appendix A lists the preliminary cost estimates for each of these lines.

The cost was determined to increase the size of the sewer line to accommodate wastewater flows from the Greenwood Forest area (Service Area A-3). In order to convey flows from this residential area, the sewer line would need to be increased from an 8-inch line to a 10-inch line beginning at the intersection of Skyview Drive and Junction Highway and extending to the existing manhole and stubout north of Cedar Drive. The total cost associated with the increase in pipe size is approximately $16,128.

The cost of Line B would consist of two components; the cost of the improvements serving area B-1 (connections outside the City limits) west of Goat Creek Road Cutoff and the cost of the improvements serving Service Area B-2 (connections outside City limits) located east of Goat Creek Road Cutoff. The portion of Line B serving Area B-1 and Area B-2 both consist of 8-inch sewer line, 8-inch sewer line in steel casing and manholes. The total estimated cost for this sewer line is approximately $154,800 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering design, and construction inspection services of 20% of the construction costs have been added for a total cost of $185,760 for Service Area B. The cost for Service Area B would be equally distributed between Area B-1 and B-2 which would result in a total cost of $92,890 for each service area. Appendix A lists the preliminary cost estimates for each of these lines.

The cost was determined to increase the size of the sewer line to accommodate wastewater flows from the Greenwood Forest area (Service Area B-3). In order to convey flows from this residential area, the sewer line would need to be increased from an 8-inch line to a 10-inch line beginning at the intersection of Oakview Drive and Junction Highway and extending to the existing lift station on Riverview Road. The total cost associated with the increase in pipe size is approximately $27,216.

The total construction and associated costs for the proposed gravity sewers to serve the eastside businesses along Junction Highway is approximately $407,238. The total cost to serve the businesses and Greenwood Forest would be $450,582.

ALLOCATION OF COSTS

The funding of the proposed gravity sewers to serve the eastside businesses along Junction Highway could be provided by the City of Ingram in the form of bonds supported by all residents within the City or allocated to the specific users of the proposed sewer improvements. Allocation of costs to the specific eastside businesses was calculated in terms of equivalent single family connections in this study. As previously stated, all of the businesses except Bernhard's Meat Market would be equal to one equivalent single family connection.

The total cost for new sewer service to Service Area A-1 which is located within the City limits is $103,562. The total number of lots in this service area as shown in the Kerr County Appraisal District database is 24 which results in a prorated cost of $4,315 for each lot (equivalent single family connection). The total cost for new sewer service to Service Area A-2 which is located outside the City limits is $117,915. This service area has 13 connections and a prorated cost of $9,070 per connection.

The total cost for new sewer service to Service Area B-1 and B-2 which are both located outside the City limits is $185,760. Each of these service areas has 9 equivalent single family connections and a prorated cost of $10,320 per connection.

An alternative method to allocate the sewer costs would be to separate the costs according to whether the proposed improvement serve connections within the City or outside the City. Based on this approach, 24 connections at a total estimated construction cost of $103,562 and a prorated cost of $4,315 would be served within the City and 31 connections outside the City would be served at a total cost of $303,675 and a prorated cost of $9,795 per connection.

A final allocation method would be to charge all businesses on the east side of the City the same connection cost rather than separating the cost based on location or whether the business is currently located with the City limits. Based on this approach, there are 55 total connections and a total cost of $407,238 which results in an average equivalent connection charge of $7,404. Table 1 summarizes the prorated cost per equivalent connection for the different alternatives.

If the proposed sewer lines are over sized to provide future capacity for Greenwood Forest, the estimated construction cost would increase by a total of $43,334 to a total cost of $450,582. This extra sewer line capacity would serve approximately 435 lots in Greenwood Forest which would result in a per connection cost of $100.

Table 1

Prorated Cost per Equivalent Connection

Service Area	Number of Connections	Total Prorated Construction Cost	Total Prorated Cost Per Connection
A-1(Within City Limits)	24	$103,562	$4,315
A-2	13	$117,915	$9,070
B-1	9	$92,880	$10,320
B-2	9	$92,880	$10,320
Total-Out of City	31	$303,675	$9,795
Total	55	$407,238	$7,404

SUMMARY

The purpose of this study was to evaluate options to serve existing and future nonresidential customers along Junction Highway (SH 27) in the eastern portion of the City. The study evaluated alternatives and determined the best route for proposed gravity sewer lines to convey wastewater flows from businesses along Junction Highway south to the existing City main lift station and provided an estimated construction cost for the recommended gravity sewer alignment. The study also determined the equivalent single family connections served by the proposed gravity sewer lines and allocated a prorated cost of the wastewater improvements to individual businesses lots.

This study evaluated serving four different wastewater collection service areas along Junction Highway in the east portion of the City. The collection areas included three service areas outside of the City limits on the north side of Junction Highway (and one business on the southeast corner of Goat Creek Road Cutoff and Junction Highway) and one service area within the city limits on the south side of Junction Highway. The peak daily flow used to design the Ingram proposed wastewater collection lines was based on 1,050 gallons per day per equivalent single family connection.

The total cost for new sewer service to Service Area A-1 is $103,562. The total number of lots in this service area is 24 which results in a prorated cost of $4,315 for each lot. The total cost for new sewer service to Service Area A-2 which is located outside the City limits is $117,915. This service area has 13 connections and a prorated cost of $9,070 per connection.

The total cost for new sewer service to Service Area B-1 and B-2 which are both located outside the City limits is $185,760. Each of these service areas has 9 equivalent single family connections and a prorated cost of $10,320 per connection.

An alternative method to allocate the sewer costs would be to separate the costs according to whether the proposed improvement serve connections within the City or outside the City. Based on this approach, 24 connections at a total estimated construction cost of $103,562 and a

prorated cost of $4,315 would be served within the City and 31 connections outside the City would be served at a total cost of $303,675 and a prorated cost of $9,795 per connection.

A final allocation method would be to charge all businesses on the east side of the City the same connection cost rather than separating the cost based on location or whether the business is currently located with the City limits. Based on this approach, there are 55 total connections and a total cost of $407,238 which results in an average equivalent connection charge of $7,404.

If the proposed sewer lines are over sized to provide future capacity for Greenwood Forest, the estimated construction cost would increase by a total of $43,344 to a total cost of $450,582. This extra sewer line capacity would serve approximately 435 lots in Greenwood Forest which would result in a per connection cost of $100.

EXHIBIT K

EXHIBITS

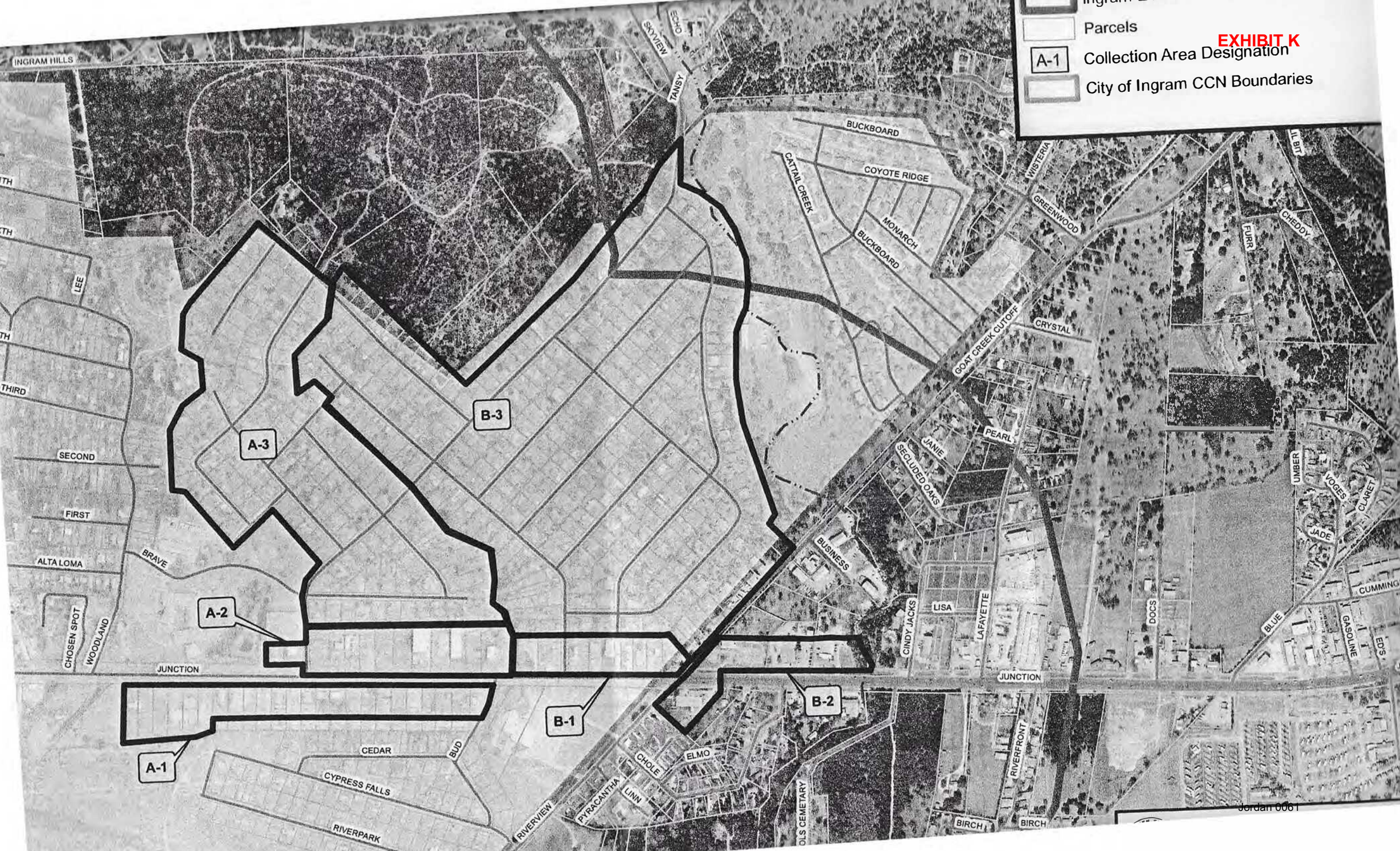


EXHIBIT K
Parcels
A-1
Collection Area Designation
City of Ingram CCN Boundaries
INGRAM HILLS
SKYVIEW
ECHO
TANSY
BUCKBOARD
COYOTE RIDGE
CATTAIL CREEK
MONARCH
BUCKBOARD
WISTERIA
GREENWOOD
CHEDDY
FURR
CRYSTAL
GOAT CREEK CUTOFF
PEARL
JANIE
SECLUDED OAKS
UMBER
VOGES
CLARET
JADE
CUMMING
GASOLINE
EDS
BLUE
DOCS
LISA
CINDY JACKS
LAFAYETTE
BUSINESS
JUNCTION
RIVERFRONT
BIRCH
BIRCH
ELMO
CHOLE
PYRACANTHA
LINN
RIVERVIEW
OLS CEMETARY
CEDAR
BUD
CYPRESS FALLS
RIVERPARK
JUNCTION
CHOSEN SPOT
WOODLAND
ALTA LOMA
BRAVE
FIRST
SECOND
THIRD
LEE
A-1
A-2
A-3
B-1
B-2
B-3
Jordan 0061

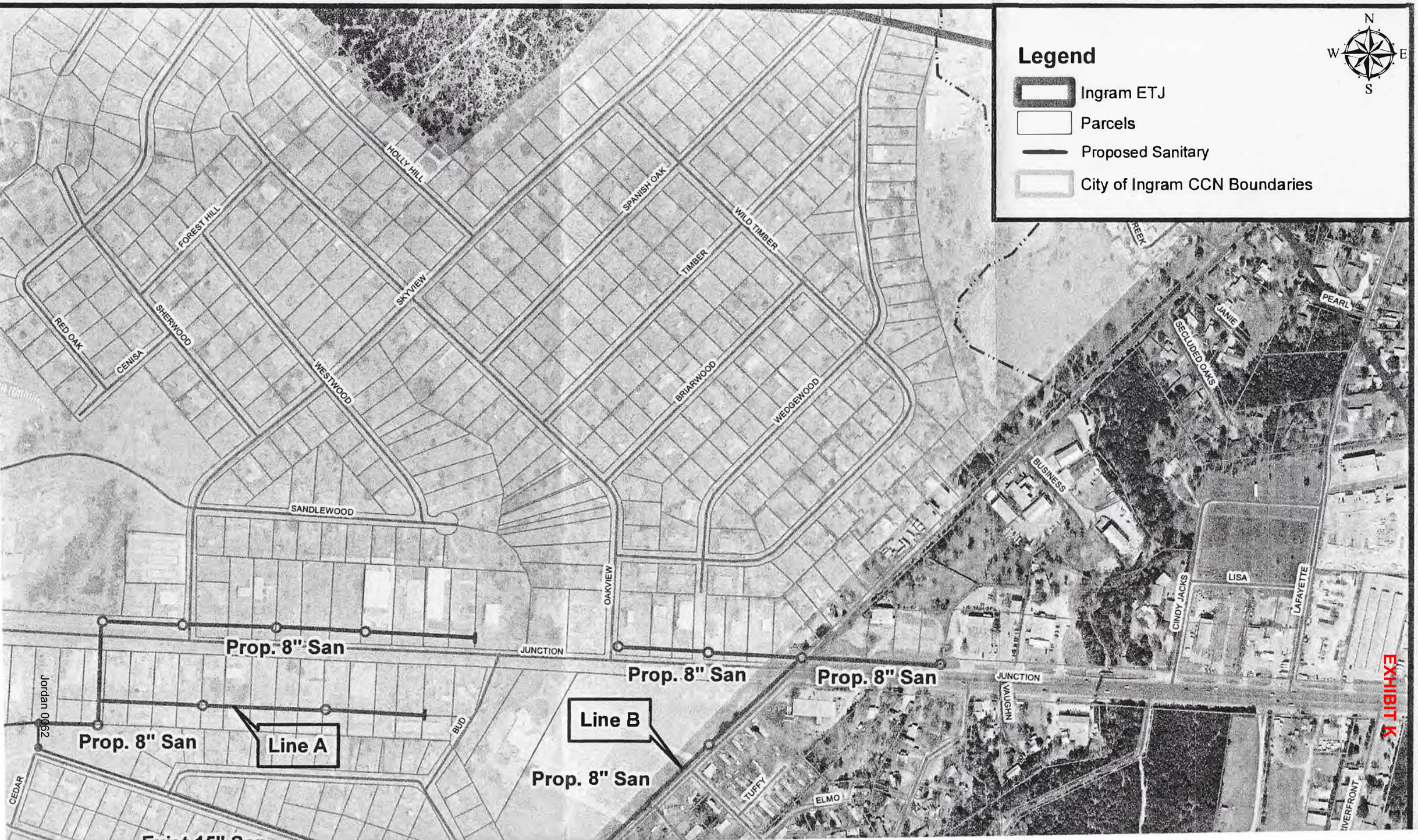

Legend
Ingram ETJ
Parcels
Proposed Sanitary
City of Ingram CCN Boundaries
N
W
E
S
HOLLY HILL
FOREST HILL
SKYVIEW
SPANISH OAK
WILD TIMBER
TIMBER
RED OAK
CENISA
SHERWOOD
WESTWOOD
BRIARWOOD
WEDGEWOOD
SANDLEWOOD
OAKVIEW
JUNCTION
BUSINESS
SECLUDED OAKS
JANIE
PEARL
LISA
CINDY JACKS
LAFAYETTE
VAUGHN
TUFFY
ELMO
CEDAR
BUD
Jordan 0062
Prop. 8" San
Prop. 8" San
Prop. 8" San
Prop. 8" San
Prop. 8" San
Line A
Line B
EXHIBIT K

EXHIBIT K

APPENDIX A

EXHIBIT K

EASTSIDE WASTEWATER GRAVITY SEWER LINES
SEWER LINE A

LINE A	LF	UNIT	UNIT COST	TOTAL
IMPROVEMENTS FOR NORTH LOTS (A-2)				
8-INCH SEWER LINE	1700	LF	$ 28	$ 47,600
8-INCH SEWER LINE (IN 16-inch CASING)	140	LF	$ 150	$ 21,000
MANHOLES	4	EA	$ 3,000	$ 12,000
PROPERTY ACQUISITION	0.06	ACRE	$ 20,000	$ 1,286
SUBTOTAL				$ 81,886
20% CONTINGENCIES				$ 16,377
CONSTRUCTION COST SUBTOTAL				$ 98,263
20% ENGINEERING AND ADDITIONAL COSTS				$ 19,653
TOTAL				$ 117,915
IMPROVEMENTS FOR CITY LOTS SOUTH SIDE (A-1)				
8-INCH SEWER LINE	500	LF	$ 28	$ 14,000
8-INCH SEWER LINE	1500	LF	$ 28	$ 42,000
MANHOLES	5	EA	$ 3,000	$ 15,000
PROPERTY ACQUISITION	0.05	ACRE	$ 20,000	$ 918
SUBTOTAL				$ 71,918
20% CONTINGENCIES				$ 14,384
CONSTRUCTION COST SUBTOTAL				$ 86,302
20% ENGINEERING AND ADDITIONAL COSTS				$ 17,260
TOTAL				$ 103,562
SERVICE AREA TOTAL				$ 221,478
ADDITIONAL COSTS FOR GREENWOOD FOREST UPSIZE				
INCREASE SEWER SIZE TO 10-INCH	1100	LF	$ 7	$ 7,700
INCREASE TO 8-INCH SEWER LINE (IN 16-inch CASING)	140	LF	$ 25	$ 3,500
SUBTOTAL				$ 11,200
20% CONTINGENCIES				$ 2,240
20% ENGINEERING AND ADDITIONAL COSTS				$ 2,688
TOTAL				$ 16,128

EXHIBIT K

EASTSIDE WASTEWATER GRAVITY SEWER LINES
SEWER LINE B

LINE B	LF	UNIT	UNIT COST	TOTAL
AREA B-1				
8-INCH SEWER LINE	800		$ 28	$ 22,400
MANHOLES	2		$ 3,000	$ 6,000
SUBTOTAL				$ 28,400
20% CONTINGENCIES				$ 5,680
CONSTRUCTION COST SUBTOTAL				$ 34,080
20% ENGINEERING AND ADDITIONAL COSTS				$ 6,816
TOTAL				$ 40,896
AREA B-2				
8-INCH SEWER LINE	800		$ 28	$ 22,400
MANHOLES	2		$ 3,000	$ 6,000
SUBTOTAL				$ 28,400
20% CONTINGENCIES				$ 5,680
CONSTRUCTION COST SUBTOTAL				$ 34,080
20% ENGINEERING AND ADDITIONAL COSTS				$ 6,816
TOTAL				$ 40,896
AREA B-1 & B-2				
8-INCH SEWER LINE (IN 16-inch CASING)	140		$ 150	$ 21,000
8-INCH SEWER LINE	1400		$ 28	$ 39,200
MANHOLES	4		$ 3,000	$ 12,000
SUBTOTAL				$ 72,200
20% CONTINGENCIES				$ 14,440
CONSTRUCTION COST SUBTOTAL				$ 86,640
20% ENGINEERING AND ADDITIONAL COSTS				$ 17,328
TOTAL				$ 103,968
SERVICE AREA TOTAL				$ 185,760
ADDITIONAL COSTS FOR GREENWOOD FOREST UPSIZE				
INCREASE SEWER SIZE TO 10-INCH	2200		$ 7	$ 15,400
INCREASE TO 8-INCH SEWER LINE (IN CASING)	140		$ 25	$ 3,500
SUBTOTAL				$ 18,900
20% CONTINGENCIES				$ 3,780
20% ENGINEERING AND ADDITIONAL COSTS				$ 4,536
TOTAL				$ 27,216

EXHIBIT K

EXHIBIT K

City of Ingram

Analysis of costs to establish System Access Fee for Business connections to City Wastewater System - Includes 20 already connected.
(All potential connections and costs with exception of Dam Store/Ingram Oaks were pulled from the two studies conducted by John Hewitt)

Area Descriptions	Businesses	Vacant lots	Total	Total Est. Costs All Connections	West Side Dam Store/Ingram Oaks	Total Funds Required
Central Business Area	36	1	37	$ 274,619.00		
East Side (A-1)	12	12	24	$ 103,562.00		
East Side (A-2) *	9	4	13	$ 117,915.00		
East Side (B-1) *	9	0	9	$ 92,880.00		
East Side (B-2) *	4	5	9	$ 92,880.00		
Businesses to be Connected in Phase II	23	0	23	$ -		
Businesses Already connected in Phase I	20	0	20	$ -		
Over sized Line Cost (future demand) *				$ 43,334.00		
Carolyn St. Extension (HCTC Pro-rata)				$ 42,471.00		
Sub Total	113	22	135	**$ 767,661.00**		
Line to Dam Store/Ingram Oaks (Future-Not included in cost per connection)					$ 100,000.00	$ 867,661.00
Average System Access Fee Based on Total Possible Connections				**$ 5,686.38**		
Amount Unrecoverable (20 Already connected/Phase I)				$ 113,727.60		
Total Amount Subject to Recovery				**$ 653,933.40**		
The figures below reflect possible discounts (Dam Store/Ingram Oaks excluded)				**All Businesses**		
With 10% Discount				$ ~~5,117.74~~		
With 20% Discount				$ 4,549.10		
With 25% Discount				$ ~~4,264.79~~		
With 35% Discount				$ 3,696.15		
With 50% Discount				$ 2,843.19		
The figures below reflect the amount the City would recover after applying discounts				**Businesses Pay**	**Est. Cost to City**	
Recovery @ 90%				$ 588,540.06	$ 179,120.94	
Recovery @ 80%				$ 523,146.72	$ 244,514.28	
Recovery @75%				$ 490,450.05	$ 277,210.95	
Recovery @ 65%				$ 425,056.71	$ 342,604.29	
Recovery @ 50%				$ 326,966.70	$ 440,694.30	

includes 1 trip

EXHIBIT K

4-G

City of Ingram

Analysis of costs to establish System Access Fee for Business connections to City Wastewater System - Includes 20 already connected.
(All potential connections and costs with exception of Dam Store/Ingram Oaks were pulled from the two studies conducted by John Hewitt)

	A	B	C	D	E	F	G
	Area Descriptions	Businesses	Vacant lots	Total	Total Est. Costs All Connections	West Side Dam Store/Ingram Oaks	Total Funds Required
1	Central Business Area	36	1	37	$ 274,619.00		
2	East Side (A-1)	12	12	24	$ 103,562.00		
3	East Side (A-2) *	9	4	13	$ 117,915.00		
4	East Side (B-1) *	9	0	9	$ 92,880.00		
5	East Side (B-2) *	4	5	9	$ 92,880.00		
6	Businesses to be Connected in Phase II	23	0	23	$ -		
7	Businesses Already connected in Phase I	20	0	20	$ -		
8	Over sized Line Cost (future demand) *				$ 43,334.00		
9	Carolyn St. Extension (HCTC Pro-rata)				$ 42,471.00		
10	Less multiple lot utilization for structures		-10	-10			
11	Total Cost	113	12	125	**$ 767,661.00**		
12	Line to Dam Store/Ingram Oaks (Future-Not included in cost per connection)					$ 100,000.00	$ 867,661.00
13	**Average System Access Fee Based on Total Possible Connections - Includes 1 Tap fee**				**$ 6,141.29**		
14	Amount Unrecoverable (20 Already connected/Phase I)				$ 122,825.80		
15	Total Amount Subject to Recovery				**$ 644,835.20**		
	The figures below reflect possible discounts (Dam Store/Ingram Oaks excluded)				**All Businesses**		
16	With 10% Discount				$ 5,527.16		
17	With 20% Discount				$ 4,913.03	Round up to $5000.00 ?	
18	With 25% Discount				$ 4,605.97		
19	With 35% Discount				$ 3,991.84		
20	With 50% Discount				$ 3,070.65		
	The figures below reflect the amount the City would recover after applying discounts				**Businesses Pay**	**Est. Cost to City**	
21	Recovery @ 90%				$ 580,351.68	$ 187,309.32	
22	Recovery @ 80%				$ 515,868.16	$ 251,792.84	
23	Recovery @75%				$ 483,626.40	$ 284,034.60	
24	Recovery @ 65%				$ 419,142.88	$ 348,518.12	
25	Recovery @ 50%				$ 322,417.60	$ 445,243.40	

EXHIBIT K

Central Business District
Total of 36 developed businesses or 37 if you count vacant Slab at corner of Highway St.

Area 1 = 4
Showers of Flowers
Taqueria San Miguel
Vacant Building
Hunter House Inn & Suites

Area 2 = 2
Copper Cactus
Horizon Motors

Area 3 = 1
Annie Cal's Boutique

Area 4 = 2
Old Ingram Social Club
Vacant Building
Residence
Residence

Area 5 = 4
Ferguson Trucking/Wesite Des.
Church of the Hills
happy Jack
TJ Moore Lumber

Area 6 = 8 ?
JP Liquor
Grand Wows
Ingram Grocery
Broken Arrow Ranch
Kerr County Roofing
Vacant Bldg (old court house ext)
Vacant Bldg (Priour bldg)
Vacant Slab (Priour)

Area 7 = 13
Edward Jones Investments
Yankee Clipper
Drag
hunt Ingram Gas
Jack's Cycle Service
WRS Enterprises
West Kerr Current
Solar Wind Solutions
Spirit Wind Java
B&B Computer Service
Tucker Bass Pump
Givens Metalcraft
Ingram Vet Clinic

Area 8 = 3
Neumart
Oehler Attorney Bldg
Vacant Bldg

result in a per connection cost of $100.

EXHIBIT K

Table 1

Prorated Cost per Equivalent Connection

Service Area	Number of Connections	Total Prorated Construction Cost	Total Prorated Cost Per Connection
A-1(Within City Limits)	24	$103,562	$4,315
A-2	13	$117,915	$9,070
B-1	9	$92,880	$10,320
B-2	9	$92,880	$10,320
Total-Out of City	31	$303,675	$9,795
Total	55	$407,238	$7,404

EXHIBIT K

INGRAM CITY COUNCIL
MINUTES OF REGULAR MEETING
ON OCTOBER 2, 2012

On Tuesday, October 2, 2012, the Ingram City Council meeting was called to order at 6:00 p.m. by James Salter, Mayor, in the City Hall Council Chambers, 230 Hwy 39, Ingram Texas.

MEMBERS PRESENT:

James Salter	Mayor	Brandon Rowan	Mayor Pro Tem
Monroe Schlabach	Alderman	John St. Clair	Alderman
Shirley Trees	Alderman	Jim Lopez	Alderman

STAFF PRESENT:

Dene' Huffaker	City Treasurer	Ilse Bailey	City Attorney
Stephanie Breckenridge	City Secretary		
Stan Neuse	City Administrator		

Call to order: 6:00 p.m.

1. VISITOR/CITIZENS FORUM:
None

Monroe Schlabach arrived at 6:05 p.m.

2. CONSENT AGENDA:
2A. Approval of minutes from the Regular City Council Meeting held September 18, 2012; 2B. paying bills as specified; and 2C. purchase orders as presented. Shirley Trees made a motion to approve the minutes from the Regular City Council meeting held on September 18, 2012; 2B. paying bills as specified and 2C. approval of purchase orders as presented. John St. Clair seconded and the motion carried 5 to 0 votes.

3. ORDINANCES AND RESOLUTIONS:
3A. Regarding Resolution No. 14-2012 establishing legal services fees. Brandon Rowan made a motion to approve Resolution No. 14-2012 establishing legal services fees. Monroe Schlabach seconded and the motion carried 5 to 0 votes.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Regarding presentation from First Southwest Finance Company. No action taken.

4B. Regarding general Financial Advisory Board contract with the City of Ingram. John St. Clair make a motion to postpone to next agenda. Shirley Trees seconded and the motion carried 5 to 0 votes.

4C. Regarding improvements at 138 Riverpark Dr. No action taken.

4D. Regarding amendment to Memorandum of Understanding for Ingram Municipal Judge. Monroe Schlabach made a motion to approve amendment to Memorandum of Understanding for Ingram Municipal Judge. Shirley Trees seconded and the motion carried 5 to 0 votes.

4E. Regarding authorizing Mayor to execute loan agreement for Public Works and Marshal vehicles. Jim Lopez made a motion to authorize Mayor to execute laon agreement for Public Works and Marshal vehicles. Brandon Rowan seconded and the motion carried 5 to 0 votes.

EXHIBIT K

4F. Regarding Wastewater Committee recommendations on Wastewater Ordinance No. 2010-2. Brandon Rowan made a motion to approve new wastewater increase of $0.80 per 1000 gallons. Shirley Trees seconded and the motion carried 5 to 0 votes.
*Shirley Trees made a motion to direct City Attorney to revise current Wastewater Ordinance No. 2012-2 and schedule a public hearing. John St. Clair seconded and the motion carried 5 to 0 votes.

4G. Regarding establishing Wastewater System Access Fee, Tap Fees, & Rates. Jim Lopez made a motion to set Wastewater System Access Fee at $5000.00 which includes one tap at the City's 20% discounted rate. Any additional taps will be $1200.00 per 4" & 6" tap fee plus the cost of the manhole, if required. Brandon Rowan seconded and the motion carried 5 to 0 votes.

5. INFORMATION AND DISCUSSION:

Personnel Committee met Thursday, September 27, 2010 and assigned Brad Rider the Captain position and eliminated the Investigator position in the Marshal's Department.

Utility Committee met Friday, September 28, 2012 and recommended the items listed above 4F & 4G.

6. EXECUTIVE SESSION:

The city council reserves the right to discuss any of the above items in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapters 551 and 552 of the Government Code of the State of Texas.

7. ADJOURNMENT:

Jim Lopez made a motion to adjourn. Shirley Trees seconded and the motion carried with the meeting adjourning at 8:14 p.m.

Respectfully submitted,

Stephanie Breckenridge
City Secretary

Approved By: James Salter October 16, 2012
James Salter, Mayor

Attest: Stephanie Breckenridge
Stephanie Breckenridge, City Secretary

Date Received: RECEIVED

JUL 19 2011

EXHIBIT L

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

ENTERED JUL 20 2011

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☒ Residential (Rental) ☐ Commercial

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Claud Jordan Jr. DRIVER'S LICENSE #: [redacted] 1564
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) [redacted] (hm) [redacted] (cell) [redacted]

SERVICE ADDRESS: 201 [redacted] McNeil Street
House # Street Owner/Landlord

BILLING ADDRESS: P.O. Box 620 Ingram TX

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

DEPOSIT AMOUNT: $ Credit Letter **RECEIPT #** _____

For Office Use Only:

Date Initialed	Inspection Fee	Tap Fee	Capital Recovery Fee
	25.00		
Account Number	**New Acct. Fee**	**Deposit Received**	**Employee Receiving Deposit**
R-00254	$25.00	Credit Ltr	SD

Comments: _____

Exhibit A

EXHIBIT L

CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: _____.

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT L

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

CUSTOMER AGREEMENT EXHIBIT L

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [X] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Glad Jordan Sr

CUSTOMER SIGNATURE: _____

DATE: 4/11/10

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: 4/11/11

EXHIBIT L

Hill Country

April 11, 2011

Claud Jordan
P O Box 670
Ingram Tx 78025

TO: Whom It May Concern

SUBJECT: Telephone Number 830-367-4356

Our records reflect the physical location for the above telephone number is 201 McNeil Tx., and has had service since 1/08/92. The account is in good standing.

Sincerely,

Carolyn Peek

Carolyn Peek
Business Office
Hill Country Telephone Co-Op

HILL COUNTRY TELEPHONE COOPERATIVE, INC.
HILL COUNTRY TELECOMMUNICATIONS, LLC

P.O. Drawer D
Ingram, Texas 78025
830.367.5333
Toll Free: 800.292.5457
Fax: 830.367.5993
www.hctc.net

Date Received: RECEIVED
JUL 19 2011

EXHIBIT M

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

ENTERED JC 7-20 2011

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☒ Residential ☐ Commercial

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Claud Jordan Jr (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: [redacted] 1564

PHONE: (wk) [redacted] (hm) [redacted] (cell) [redacted]

SERVICE ADDRESS: 201 4th Street

BILLING ADDRESS: P.O. Box 620 Ingram TX

Owner/Landlord

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: _____

PHONE: (wk) _____ (hm) _____ (cell) _____

DEPOSIT AMOUNT: $ Credit Letter **RECEIPT #** _____

For Office Use Only:

Date Initialed	Inspection Fee	Tap Fee	Capital Recovery Fee
	25.00		
R-00255	$25.00	Credit Ltr	SO
Account Number	New Acct. Fee	Deposit Received	Employee Receiving Deposit

Comments: _____

Exhibit A

EXHIBIT M

CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: _____

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT M

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

CUSTOMER AGREEMENT

EXHIBIT M

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [X] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Glad Jordan Sr

CUSTOMER SIGNATURE: _____

DATE: 4/11/10

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: 4/11/11

EXHIBIT M

Hill Country

April 11, 2011

Claud Jordan
P O Box 670
Ingram Tx 78025

TO: Whom It May Concern

SUBJECT: Telephone Number 830-367-5922

Our records reflect the physical location for the above telephone number is 201 Fourth St W Ingram Tx., and has had service since 5/15/07. The account is in good standing.

Sincerely,

Carolyn Peek
Business Office
Hill Country Telephone Co-Op

HILL COUNTRY TELEPHONE COOPERATIVE, INC.
HILL COUNTRY TELECOMMUNICATIONS, LLC

P.O. Drawer D
Ingram, Texas 78025
830.367.5333
Toll Free: 800.292.5457
Fax: 830.367.5993
www.hctc.net

EXHIBIT N

Date Received: 4-30-14

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☐ Commercial

WATER SOURCE: ☐ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Billy Bob Walker DRIVER'S LICENSE #: [redacted] 9399
(Owner's name if residential, name of business if commercial account)

PHONE: (wk [redacted] m) (cell) _____

SERVICE ADDRESS: _____
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: 106 Ingram Loop

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

Please select one of the following:

☐ **DEPOSIT REFUNDED** **DATE REFUNDED** _____
☐ **DEPOSIT CREDITED TO ACCOUNT** **DATE CREDITED** _____

For Office Use Only:

Date Initialed	Inspection Fee	Tap Fee	Capital Recovery Fee
Account Number	New Acct. Fee	Deposit Received	Employee Receiving Deposit

Comments: Pd. by owner
David Jordan

Exhibit A

EXHIBIT N

CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: BBW

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT N

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

EXHIBIT N

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Billy Bob Walker

CUSTOMER SIGNATURE: Billy Bob W

DATE: 4-30-14

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT N

Date Received: 4-30-14

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☑ Residential ☐ Commercial Rental

WATER SOURCE: ☐ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Claud Jordan (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: 14281564

PHONE: (wk) 830-459-3231 (hm) 367-5922 (cell) _____

SERVICE ADDRESS: 106 Ingram Loop
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: 106 Ingram Loop

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: Billy Bob Walker (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: _____

PHONE: (wk) 739-0575 (hm) _____ (cell) _____

Please select one of the following:

☐ **DEPOSIT REFUNDED** **DATE REFUNDED** _____
☐ **DEPOSIT CREDITED TO ACCOUNT** **DATE CREDITED** _____

For Office Use Only:

Date Initialed	Inspection Fee	Tap Fee	Capital Recovery Fee
Account Number	25.00 New Acct. Fee	75.00 Deposit Received	Employee Receiving Deposit

Comments: _____

SCANNED

Exhibit A

EXHIBIT N

CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

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PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: _____

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT N

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

EXHIBIT N

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Glavd Jordan Sr

CUSTOMER SIGNATURE: _____

DATE: _____

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT O

Incident Report #1800263

INGRAM POLICE DEPARTMENT
226 HWY 39
INGRAM, TEXAS 78025
830-367-2636

Event Info

Date Reported	Time Reported	Time Dispatched	Time Arrived	Time Completed
05/07/2018	13:00	13:00	13:00	13:00

Addr. of Occ.	State	County	City	Zipcode	District	Grid
104 INGRAM LOOP	TX	KERR	INGRAM	78025	INGRAM	NORTH

How Reported	Dispatch Disposition
OFFICER OBSERVATION	RPT

Synopsis
05/07/2018 12:19:26
THE OFFICER WAS INFORMED OF A CODE ENFORCEMENT VIOLATION WHICH HAD BEEN OCCURING FOR APPROXIMATELY 3 YEARS. THE VIOLATOR REFUSED TO ALLOW LAW ENFORCEMENT ACCESS TO HIS PROPERTY AND STATED TO WRITE HIM A CITATION LIKE THE "OTHERS".

Agency 1	Exceptional Clearance	Exceptional Clearance Date
INGRAM POLICE DEPARTMENT	PROSECUTION DECLINED	08/06/2018

Initial Investigator
GRIFFIN, BYRON

Offense Codes
31.04(e)(4) THEFT OF SERV >=$2,500<$30K

Classification Completed

Class	Subclass
CODE ENFORCEMENT	CODE ENFORCEMENT

Auto Weapon Indicator	Type Criminal Activity
	POSSESSING/CONCEALING

Classification Completed

Class	Subclass
THEFT	Theft Other

Hate/Bias Motivation	Premise	Structure
NONE	GOVERNMENT/PUBLIC BLDG	COMMERCIAL BLDG, SINGLE STORY

Auto Weapon Indicator	Suspected Using
	NOT APPLICABLE

Suspect

Name Type	Name
Suspect	JORDAN, CLAUD BENNETT, JR

Class associations	Address	City	State
CODE ENFORCEMENT/CODE ENFORCEMENT THEFT/Theft Other	201 4TH STREET	INGRAM	TX

Zip	DL No	DL State	DOB	Age	Sex	Race
78025	[redacted]	TX	10/31/1971	46	M	WHITE

EXHIBIT O

EO	Height	Weight	Hair	Eyes	Cell Phone	Occupation
NON-HISPANIC	603	250	BRO	BRO	[redacted]	BUSINESS SERVICES

Marital Status	Residency Status
SINGLE	RESIDENT

Photos

Victim (Business)

Name Type	Name	Address	City	State	Grid	Zip
Government	CITY OF INGRAM	230 HWY 39	INGRAM	TX	WEST	78025

Main
(830) 367-5115

Witness

Name Type	Name	Address	City	State	Zip
Witness	RUBIO, ARTURO	1202 VIEWCREST	GRANITE SHOALS	TX	78654

Sex	Race	EO	Height	Weight	Hair	Eyes	Cell Phone
M	WHITE	HISPANIC	506	198	BRO	BRO	[redacted]

Occupation	Business/School	Comments
PROFESSIONAL SERVICES	QRO-MEX CONSTRUCTION	BUSINESS OWNER

Witness

Name Type	Name	Address	City	State	Zip
Witness	BRECKENRIDGE, STEPHANIE	105 HIGH FOREST	INGRAM	TX	78025

Sex	Race	EO	Height	Weight	Hair	Eyes	Cell Phone
M	WHITE	NON-HISPANIC	503	130	BRO	BRO	[redacted]

Occupation	Employer Phone	Marital Status	Residency Status
GOVERNMENT SERVICE	(830) 367-5115	MARRIED	RESIDENT

Comments
CITY OF INGRAM CITY SECRETARY

Witness

Name Type	Name	Address	City	State	Zip
Witness	FLORES, JOSE	137 E BLUEBRIAR	GRANITE SHOALS	TX	78654

Sex	Race	EO	Height	Weight	Hair	Eyes	Cell Phone
M	WHITE	HISPANIC	503	175	BRO	BRO	[redacted]

Residential Phone	Occupation	Business/School	Residency Status
[redacted]	BUILDING CONSTRUCTION	QRO-MEX CONSTRUCTION	RESIDENT

Comments
FIELD FOREMAN

Property

Record Type	Date Reported	Status	Bin/Tag No
EVIDENCE	05/07/2018	EVIDENCE IN CUSTODY	18053140

EXHIBIT O

Evidence Item No.	Property Type	Model/Desc	Stolen Value
1800263 - 1	EVIDENCE	DIGITAL AUDIO RECORDING	$0.00

Date Recovered	Recovered Value	Damaged Value	Property Classification
05/07/2018	$0.00	$0.00	CODE ENFORCEMENT - CODE ENFORCEMENT

Property Location	Property Quantity
LOCAL EVIDENCE MEDIA STORAGE	1

Property

Record Type	Date Reported	Status	Property Type
STOLEN	05/07/2018	NOT RECOVERED	MONEY

Brand	Model/Desc	Stolen Value
WASTEWATER SERVICE CONNECTION	UNITED STATES CURRENCY	$5,000.00

Recovered Value	Damaged Value	Property Classification	Property Quantity
$0.00	$0.00	THEFT - Theft Other	5000

Property

Record Type	Date Reported	Status	Bin/Tag No
EVIDENCE	05/07/2018	EVIDENCE IN CUSTODY	18058666

Evidence Item No.	Property Type	Model/Desc	Stolen Value
1800263 - 2	RECORDING, AUDIO/VIDEO	PHOTO-ARRAY PRESENTATION	$0.00

Date Recovered	Recovered Value	Damaged Value	Property Classification
05/18/2018	$0.00	$0.00	NO CLASS ASSOCIATON

Property Quantity
1

Narrative

Written By	Date Written
GRIFFIN, BYRON	05/07/2018

1- On May 4, 2018, I, Chief Byron Griffin was advised by the Ingram City Administrator, Mark Bosma, to reach out to Councilman Claud Jordan in reference to his commercial property being in arrears to the city. The property is located at 104 Ingram Loop, Ingram, Kerr County, Texas. There is a residential property on the same lot which is addressed 106 Ingram Loop. This is verified with Kerr County Appraisal District (attached plot).

2- Bosma advised that Jordan had received an invoice for payment in May, 2015 (the same month that Jordan was sworn in as a councilman). Jordan did not pay the invoice.

3- Sometime between May, 2015 and May, 2018 the city of Ingram administration changed and the outstanding invoice was forgotten about. However, in March of 2018 the outstanding invoice was discovered by the auditor while conducting the internal audit of the cities finances. This invoice was brought to the attention of City Administrator Bosma who immediately had Councilman Jordan invoiced a 2nd time. This was in March of 2018.

4- The invoiced amount is due to the fee charged by the city of Ingram for commercial wastewater hook-up. The way the fee is broken down is that the city of Ingram charges commercial business's a system access fee and there is a tap fee included. These charges are $3800.00 and $1200.00 consecutively. These fees were established by council during a council session on October 2, 2012. (see attached Ingram City Council minutes from this date)

5- Due to Jordan receiving the invoice and having never responded to the city's billing department about the ordinance the Mayor, Brandon Rowan, and City Administrator, Mark Bosma, requested that I make contact with Jordan. It is factual that over the course of the past 6 months the police department has been charged with ensuring that all residents and business's have paid their appropriate fees and have mandatorily hooked up to the city's wastewater system, as per the city's ordinance.

6- I contacted Jordan and recorded the telephone call with Jordan. I informed Jordan that I had been given a directive from the city administrator and I was requesting Jordan to meet me at his commercial property located at 104 Ingram Loop. I requested that Jordan allow me access to the property so that I could document whether he did, or did not, have a working system that was discharging waste into the city's wastewater system. Jordan refused, stating, "you might as well right me a ticket with the rest of them; I'm not paying".

7- Jordan then began to speak to me about the colonia grant that the city obtained and wanted ensure that I knew that his property was featured on a list that was provided to the city by the federal grant writers. Jordan explained that because the city had already received funds to hook up his property he did not feel that they (the city) had the authority to charge a fee.

8- I informed Jordan that I did not know the answer to that questions/statement, however in 2013 a city ordinance was enacted that gave the city of Ingram the authority to charge a fee for system access and a tap fee; that is what the city was trying to collect. Furthermore, I informed Jordan that since he was a councilman that he could, or they could, (council) vote to change that ordinance, but that was not my decision.

9- Jordan then advised that I needed to verify that I knew what I could, or could not, enforce. Meaning, I should research this topic before going out and enforcing the law that was incorrect. I informed Jordan that I was enforcing a city ordinance that city council had passed in 2013. Furthermore, I informed Jordan that sometimes I have to enforce items that I did not agree with; I gave Jordan the example of seatbelt violations. (I was trying to be empathetic to Jordan's issue)

10- Jordan informed me to "go ahead and write me a ticket...like the rest of them". I verified that Jordan was refusing to allow me to document his property had a working system that could/should deposit waste into the wastewater system. Jordan confirmed that was correct.

11- Jordan concluded the conversation with stating that he would not pay the citation fee either. The recorded conversation with Jordan was placed on the local media server under tag number 18053140 and marked as evidence in this case.

12- At the conclusion of the phone call I spoke with Bosma about the event. I informed him that I would be creating a event number for the violation of the city ordinance. I suggested that guidance be given on how council wished to proceed with the knowledge that a sitting councilmember was openly violating a city ordinance statue. Moreover, the councilmember was refusing to allow a "city representative" access to the property to document the possible violation. Thereby, violating another statue of the wastewater ordinance.

13- Also, I spoke to the city secretary, Stephanie Breckenridge, about the location. Stephanie was working with the city of Ingram at the time. Stephanie advised that Jordan had requested that the wastewater installer specifically hook up both of his properties (104 and 106 Ingram Loop) during the residential only phase of wastewater hook-up.

14- The construction company, Qro-Mex, wastewater installer owner Arturo Rubio, informed me that Jordan was well aware of the rules and purposely informed Arturo and his field foreman, Jose Flores, to run separate lines to all of his residences located around 106 Ingram Loop. Arturo further explained that Jordan requested that Qro-Mex place a tap in place for future use, which was completed. Arturo did not know if this tap was used by Jordan in the future.

15- When interviewing Breckenridge about the events Breckenridge provided me with all the documentation from when Jordan's septic tank was decommissioned and when Art had hooked up Jordan's residence located at 106 Ingram Loop. (attached to this case).

16- Breckenridge informed me that Jordan had just contacted her by telephone and requested all the same information. Jordan claimed to Breckenridge that he had not allowed anybody onto his property to decommission his septic tanks, nor had he allowed anybody access to his property to hook up wastewater. This is an inaccurate

statement; the attached invoices and decommissioning documentation from the Kerr County Environmental Health are signed by Claud Jordan.

17- At this time I have a scheduled time to meet with Arturo Rubio to obtain a statement and am awaiting a statement from Breckenridge.

18- This case will remain open.

Supplemental Narrative

Written By	Date Written
GRIFFIN, BYRON	05/08/2018

1- On May 8, 2018 at around 0829 hours, I, Chief Byron Griffin contacted the owner of Qro-Mex Construction Company, Arturo Rubio, by telephone.

2- Arturo advised that he was unable to come to the police department to give a written statement, but advised that he would be glad to give a statement over the telephone.

3- Arturo advised that his company was hired by the city to install wastewater in 2014. Arturo advised that this phase was for residential service only and did not include any commercial structures. (see attached photo of template listing all residential address's)

4- Arturo stated that while they were installing residential service to this particular area Claud Jordan approached his work foreman, Jose Flores. Jordan explained that he needed 2 lines laid on his property. Arturo advised that one line was laid to a single wide mobile home (106 Ingram Loop) and one line was laid to a "Shack" on the backside of a large metal building labeled a commercial building by Kerr County Appraisal District.

5- Arturo explained that his company spent a couple days laying line onto Jordan's property because Jordan was constantly complaining about how they laid the line and where they laid the line. Jordan also had Arturo install a 3rd tap on the property for an RV.

6- Arturo explained that he was only installing where the city had authorized him to install line and Jordan had all the correct paperwork. Arturo explained that Jordan was on scene most of the time when they were installing lines.

7- Arturo advised that if he is needed for court proceedings that he would be glad to testify to what he observed and knows.

8- After concluding my phone call with Arturo I obtained a statement from the only remaining city employee from that era, City Secretary Stephanie Breckenridge.

9- Breckenridge advised that she was aware of the incident with Arturo and Jordan. Breckenridge advised that she remembers this event specifically because Jordan was complaining to anybody who would listen that the lines were laid incorrectly and in the wrong locations. Breckenridge advised that this was before Jordan was a city councilman and that the city manager had to go and visit the site location, along with engineers, because of Jordan's claims.

10- Breckenridge advised that she remembers Jordan being sent an invoice by the city for $5000 dollars because Jordan had made Arturo hookup a residence and a commercial structure at 104 Ingram Loop. Breckenridge advised that Jordan was sworn in on city council about 2 weeks later and there was no further mention of the outstanding invoice until it was discovered in March, 2018 by the 3rd party, exterior, city auditor.

11- Breckenridge advised that when the outstanding amount was discovered another invoice was sent to Jordan. Jordan, again, refused to pay the fee associated with the connection.

EXHIBIT O

12- Breckenridge advised that she had obtained various documentation dated from 2014 in regards to the hook-up on Jordan's property. These documents are tank abandonment inspections forms for 104 and 106 Ingram Loop, an Application to Register for Proper Abandonment of Septic Tank for 104 and 106 Ingram Loop, tickets from the City of Kerrville Health Department where the pumping contents from the tanks were disposed at the City of Kerrville water treatment facility, and a handwritten page from a note tablet from Arturo Rubio's wastewater hookup records.

13- Breckenridge advised that she had contacted Jordan after the discovery of the outstanding invoice. Jordan advised that he did not have a working toilet in the commercial building and that there was no discharge into the city's wastewater system. The phone call was ended.

Supplemental Narrative

Written By	Date Written
GRIFFIN, BYRON	05/09/2018

1- On May 9, 2018 at around 1100 hours, I, Chief Byron Griffin met with Captain Carol Twiss and Sheriff Rusty Hierholzer at the Kerr County Sheriffs' Office.

2- I briefed both on the current situation, but was advised that they could not become involved until after a pending investigation belonging to the FBI and the Texas Rangers was resolved. The investigation stemmed from possible misappropriation of grant funds obtained during the grant period and the on-going issue where it is alleged that the city obtained grant funds from the USDA to pay for the commercial hook-ups, but then used the money for other items, thereby passing an ordinance in 2013 that allowed the city to charge the tap fee and wastewater recovery fee ($5000).

3- Councilman Jordan and a local business owner had made these claims and accusations to the Sheriff's Office sometime within the past month and made these allegations to the Federal Bureau of Investigation.

4- Because they had made these claims the Sheriff was hesitant to become involved until the FBI and the Texas Rangers concluded their investigation into the allegations.

5- Because Jordan believed that the city did not have the authority to charge the $5000 fee I have enclosed the following documents.

A- The Commercial Engineering Study was completed in 2012, which outlines that the city would need to obtain a loan to hook up all nonresidential structures, which would include Jordan's commercial building at 104 Ingram Loop.

6- By my investigation it appears that the allegations made my Jordan to validate his claim that commercial properties were paid for by a grant are false.

7- At this juncture in the investigation I have concluded several facts:

- A commercial property owned by Claud Jordan was connected to the city of Ingram's wastewater main line by Arturo Rubio, DBA Qro-Mex. This was done at the request of Jordan on July 30, 2014 and that the privately owned septic tank owned by Jordan at 104 Ingram Loop was decommissioned on the same day.
- The hook-up of 104 Ingram Loop, Jordan's property, was accomplished by Arturo Rubio at the request of Jordan. Jordan was aware that only residential service was being offered for free hook-up via the USDA loan, but used deception and false pretenses to make Arturo Rubio believe that the small "shack" in the back of the commercial property was being habituated as a residence.
- A Ingram City Ordinance was enacted in 2013, which specifies what the wastewater fees are to be charged to commercial properties/business's.

EXHIBIT O

- Regardless, if "the shack" was a residence or not, it is clear that only 106 Ingram Loop was only considered a residence because there was not a residential application filled out by Jordan for 104 Ingram Loop because he knew that it was residential only hook-ups.
- Additionally, Kerr County Appraisal District has no listing for a "shack" at 104 Ingram Loop; the only structure listed at 104 Ingram Loop is a commercial building.
- The address of 104 Ingram Loop is registered with the City of Ingram as a business "Diversified Woodworking" and is listed as a commercial property with Kerr County Appraisal District.
- Jordan was mailed 2 separate demand for payment invoices one in 2015 and a recently in 2018; the invoice sent in 2018 was sent certified, return receipt, and was signed for by Jordan's long-time girlfriend Tammy Sevey, who is also the resident of 106 Ingram Loop.

8- In conclusion Jordan intentionally and knowingly used deception and false pretenses to have a commercial property connected to the city of Ingram's main wastewater connection line thereby avoiding payment to the city of Ingram in the amount of $5000.00 dollars. Also, the city of Ingram on 2 sepearte occasions mailed certified and regular postal mail invoices to Jordan's PO Box serving as a demand for payment notice; Jordan did not comply or respond to the notices. Due to the monetary amount this offense would be a State Jail Felony ($2500<$30,000)

9- This case will be forwarded to the 216th DA's Office for presentation to the Grand Jury.

Supplemental Narrative

Written By	Date Written
GRIFFIN, BYRON	05/15/2018

1- On May 14, 2018 I received an email from FBI Agent Monroe Giese. Agent Giese had met with me on Friday, May 11, 2018 in reference to Jordan and another business owner in Ingram approaching the FBI about the city of Ingram wrong-doings in the past.

2- Giese was inquiring on Ingram's grants vs loans for the wastewater system. City Adminstrator Bosma explained the grants vs loans to Agent Giese and provided Agent Giese with documentation supporting the information provided.

3- Giese inquired if there were any business's in Ingram that had connected without any fees. I informed him that I was not aware of any, except for Jordan's connection at 104 Ingram Loop. Giese confirmed that that was done during the residential only phase of the USDA grant. I informed him from my research that is what I had discovered.

4- I provided Agent Giese with all of my information prior to his departure.

5- The email received on May 14th was an inquiry into the exact dollar amount the contractor collected from the city during the grant connection phase and how much did the contractor charge to do this connection at 104 Ingram Loop.

6- The contractor for the install will come into the office on May 16th and provide a statement in regards to this phase of connection with an estimated cost.

7- On May 15, 2018 we received the photo array from the Texas Department of Public Safety. I contacted Jose Flores and informed him that on his schedule we could present the photo array to him. He advised that he would check his schedule and let me know.

Supplemental Narrative

EXHIBIT O

Written By	Date Written
HOLZAPFEL, MICHAEL	05/21/2018

On Friday, May 18, 2018, I met with Jose Flores who identified himself as a Superintendent for Qromex Construction Company. Jose told me he is the person who supervised the installation of a sewer line for the address of 104 Ingram Loop on 7/23/14.

According to a statement given by Jose, he met with the property owner of 104 Ingram Loop, Claude Jordan, approximately two or three days before July 23, 2014 so Jordan could show him where he (Jordan) wanted the sewer line to run on the property. Jose stated Jordan wanted him to focus on running the sewer line to a shed located on the property behind a much larger garage style structure. Jose said Jordan made remarks that led him to believe a toilet and sink were inside the shed, however he never looked and does not remember ever seeing a toilet are sink. Jose said Jordan showed him where the original sewer line and a waste water line come out of the shed and told him that's where he (Jordan) wants the new sewer line hooked up.

Jose said he checked his list of properties eligible for hook up prior to breaking ground at 104 Ingram Loop. Jose said his list showed 106 and 104 marked as "application received", indicating to him that 104 was eligible to receive a sewer line. Jose said he and his crew arrived at 104 Ingram Loop two are three days later on July 23rd, 2014 and installed the new sewer line, taking only one day to complete.

Although it has been four years since Jose interacted with Jordan, I asked him if he was willing to participate in looking at a photo-array which may or may not have Jordan's picture. Jose agreed, and the photo-array presentation was conducted by KPD Investigator J. Beard. Investigator Beard does not know Jordan and does not know what he looks like. The photo-array was created by the Texas Department of Public Safety Intelligence and Counterterrorism Division. The presentation began at 10:31 a.m. and was recorded by video with audio. Upon conducting the presentation, Jose was unable to pick out Jordan. The original photo-array is attached with this case. The video has been downloaded to the Ingram PD local evidence media server under tag# 18058666.

End of supplement report.

Supplemental Narrative

Written By	Date Written
GRIFFIN, BYRON	07/10/2018

1- Early in June 2018 I spoke with Ranger Brad Freeman over the telephone in reference this particular case.

2- The next working day I sent a copy of the report to Ranger Freeman for his records. Ranger Freeman, on June 21, 2018, re-contacted me and requested that I meet with the DA's Office to present this case to the DA.

3- I contacted the 198th DA's Office, but was advised that I needed to file the case with the 216th DA's Office because it appears that the initial offense occurred on July 30, 2014 (an even day).

4- On July 9, 2018 I spoke with ADA Hoover in reference this case. I emailed ADA Hoover a copy of this report and we agreed to meet next week.

Case Management

Initial Investigator	Exceptional Clearance	Exceptional Clearance	Report Status
GRIFFIN, BYRON	PROSECUTION DECLINED	08/06/2018	Approved

Approved By	Date Approved	Solvability	Case Status
PANKRATZ, LOUINE	08/06/2018 11:12	0.00%	CLOSED

Approval History

Status	Approved By	Date
Approved	GRIFFIN, BYRON	08/01/2018 12:07

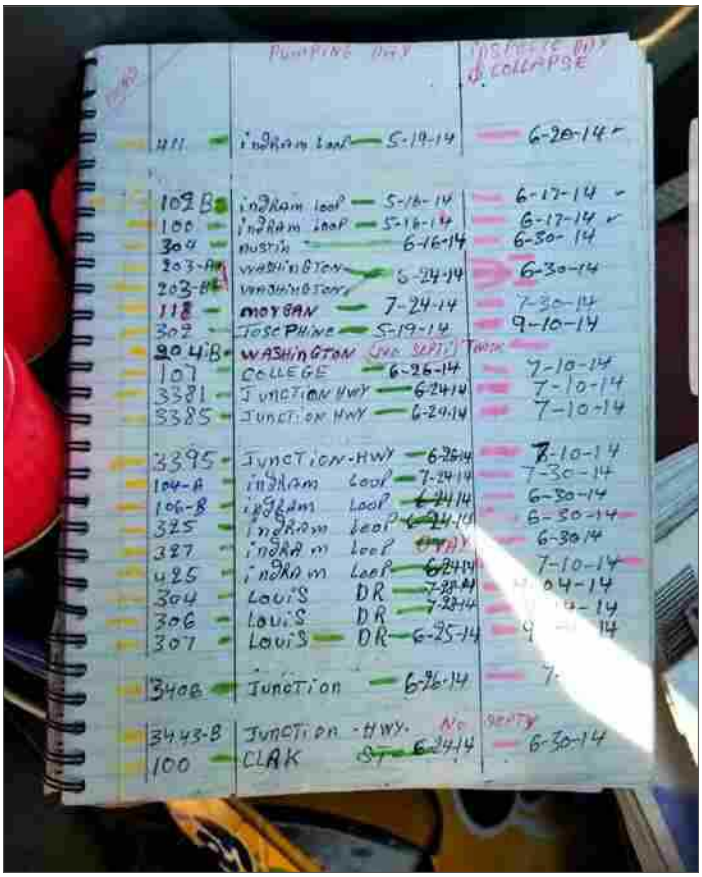
EXHIBIT O

Approved	GRIFFIN, BYRON	08/06/2018 11:06
Approved	PANKRATZ, LOUINE	08/06/2018 11:12

Investigative History

Investigator	Team Name	Date
GRIFFIN, BYRON	CHIEF	05/07/2018 12:16
HOLZAPFEL, MICHAEL	SUPPORT SERVICES LT	05/14/2018 11:13

EXHIBIT O



NOTES FROM WASTEWATER INSTALLER

IMG-20180515-WA0000.JPG

EXHIBIT O

IMG-20180515-WA0001.JPG

IMG-20180515-WA0002.JPG

IMG-20180515-WA0003.JPG

IMG-20180515-WA0004.JPG

IMG-20180515-WA0005.JPG

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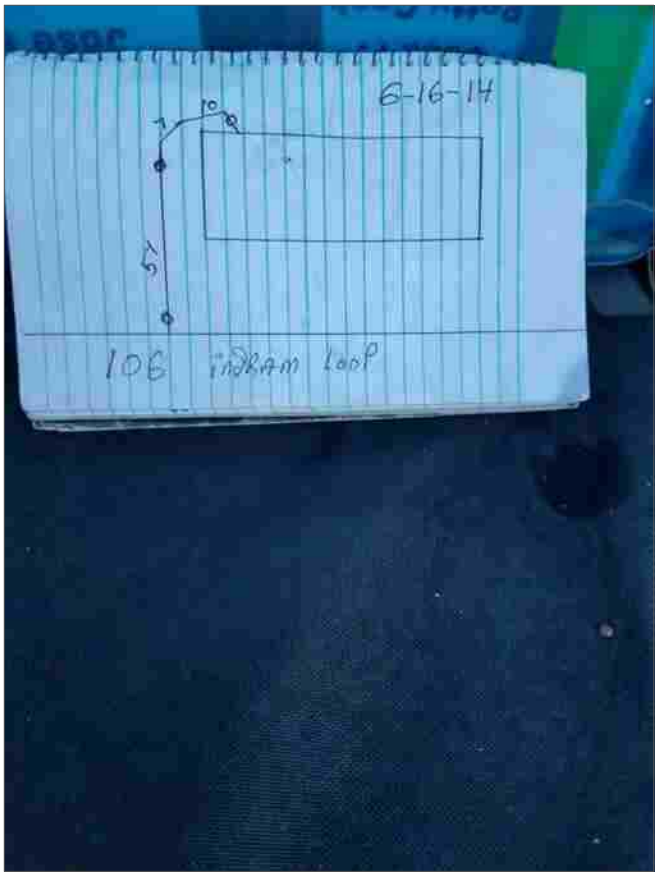

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EXHIBIT O

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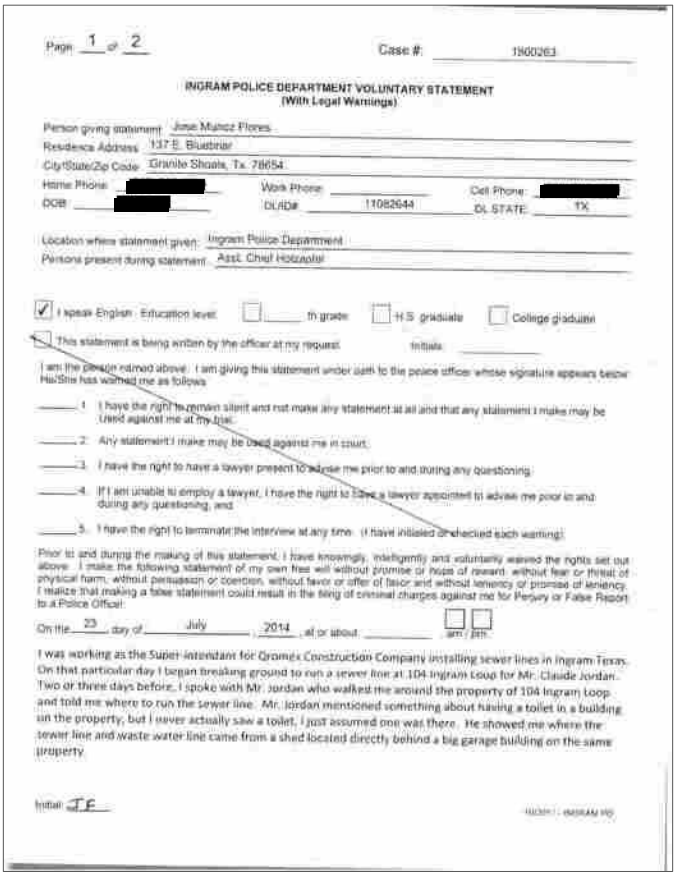


Page 1 of 2 Case #: 1900263

INGRAM POLICE DEPARTMENT VOLUNTARY STATEMENT
(With Legal Warnings)

Person giving statement: Jose Munoz Flores
Residence Address: 137 E. Bluebrier
City/State/Zip Code: Granite Shoals, Tx. 78654
Home Phone: [redacted] Work Phone: Cell Phone: [redacted]
DOB: [redacted] DLN#: 11082644 DL STATE: TX

Location where statement given: Ingram Police Department
Persons present during statement: Asst. Chief Holzapfel

☑ I speak English Education level: ☐ ___ th grade ☐ H.S. graduate ☐ College graduate

☐ This statement is being written by the officer at my request. Initials: ___

I am the person named above. I am giving this statement under oath to the peace officer whose signature appears below. He/She has warned me as follows:

1. I have the right to remain silent and not make any statement at all and that any statement I make may be used against me at my trial.
2. Any statement I make may be used against me in court.
3. I have the right to have a lawyer present to advise me prior to and during any questioning.
4. If I am unable to employ a lawyer, I have the right to have a lawyer appointed to advise me prior to and during any questioning, and
5. I have the right to terminate the interview at any time. (I have initialed or checked each warning)

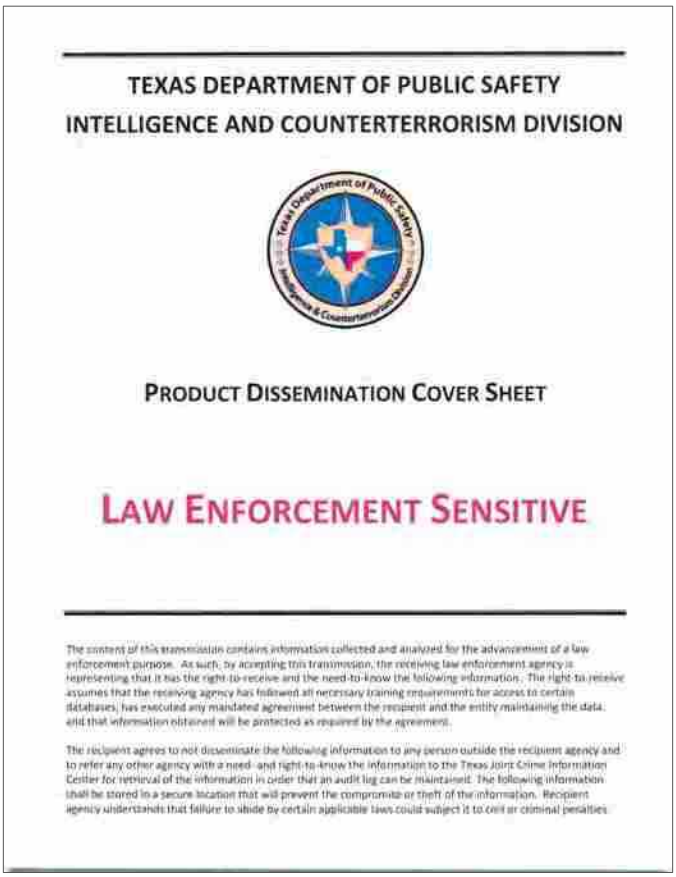
Prior to and during the making of this statement, I have knowingly, intelligently and voluntarily waived the rights set out above. I make the following statement of my own free will without promise or hope of reward, without fear or threat of physical harm, without persuasion or coercion, without favor or offer of favor and without leniency or promise of leniency. I realize that making a false statement could result in the filing of criminal charges against me for Perjury or False Report to a Police Officer.

On the 23 day of July, 2014, at or about ___ ☐ am / ☐ pm

I was working as the Super-intendant for Gromex Construction Company installing sewer lines in Ingram Texas. On that particular day I began breaking ground to run a sewer line at 104 Ingram Loop for Mr. Claude Jordan. Two or three days before, I spoke with Mr. Jordan who walked me around the property of 104 Ingram Loop and told me where to run the sewer line. Mr. Jordan mentioned something about having a toilet in a building on the property, but I never actually saw a toilet, I just assumed one was there. He showed me where the sewer line and waste water line came from a shed located directly behind a big garage building on the same property.

Initial: JF

STATEMENT- JOSE FLORES 001.TIF



TEXAS DEPARTMENT OF PUBLIC SAFETY
INTELLIGENCE AND COUNTERTERRORISM DIVISION

PRODUCT DISSEMINATION COVER SHEET

LAW ENFORCEMENT SENSITIVE

The content of this transmission contains information collected and analyzed for the advancement of a law enforcement purpose. As such, by accepting this transmission, the receiving law enforcement agency is representing that it has the right-to-receive and the need-to-know the following information. The right to receive assumes that the receiving agency has followed all necessary training requirements for access to certain databases, has executed any mandated agreement between the recipient and the entity maintaining the data, and that information obtained will be protected as required by the agreement.

The recipient agrees to not disseminate the following information to any person outside the recipient agency and to refer any other agency with a need- and right-to-know the information to the Texas Joint Crime Information Center for retrieval of the information in order that an audit log can be maintained. The following information shall be stored in a secure location that will prevent the compromise or theft of the information. Recipient agency understands that failure to abide by certain applicable laws could subject it to civil or criminal penalties.

PHOTO ARRAY 001.TIF

EXHIBIT O

Property Identification #: 16767

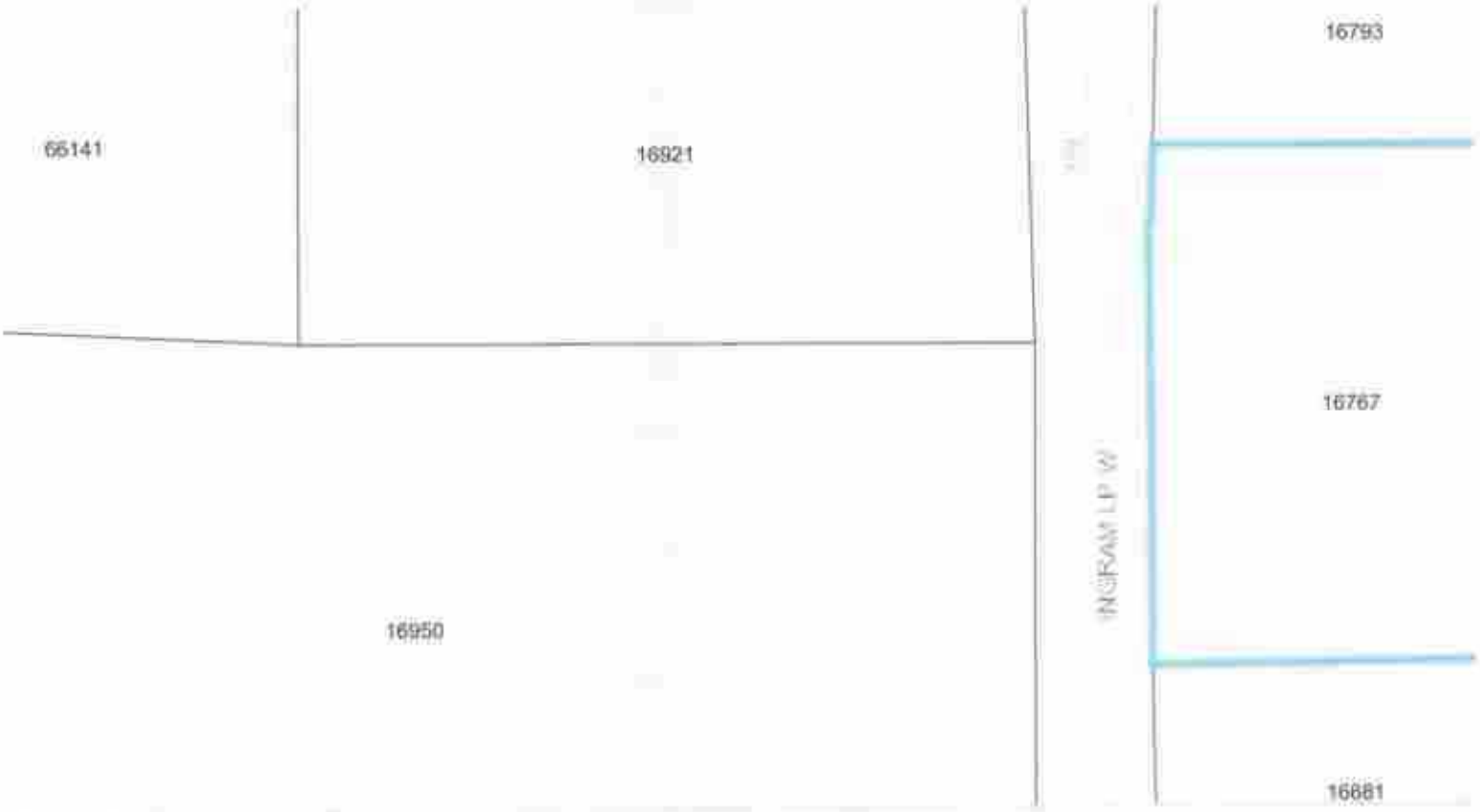
Property Information: 2018

Owner Identification #: 557779

Geo ID:	0332-0129-009901
Situs Address:	104 & 106 INGRAM LOOP TX
Property Type:	Real
State Code:	A2

Legal Description:	
Abstract:	A0332
Neighborhood:	Null
Appraised Value:	$55,417.00
Jurisdictions:	CIN, FD1, GKR, RLT, SIN, UGR, WHU, CAD

Name:	JORDAN, CLAUD BENNETT JR
Exemptions:	
DBA:	Null



Kerr CAD Map Search

EXHIBIT O

Kerr County Environmental Health Department
700 Main Street, Suite BA-100
Kerrville, Texas 78028
Phone: (830) 896-9020 FAX: (830) 792-4903

Tank Abandonment Inspection Form

Location: 104 Ingram Loop
Ingram, TX 78025

Contact: Arturo Rubio (512) 203-3816
Jose (830) 798-5051

Waste Hauling Manifest (WHM) Received 8/11/14

Tank Lid Collapsed verified 7/30/14

Tank Empty (no more than 1" of liquid) verified 7/30/14

Backfill Material verified 8/14/14

Comments: Claud Jordan, owner of property

Approved by: Ashli Bradders

Date: 3/30/15

RECEIVED
EXHIBIT O
MAR 2 5 2015
KCEHD

Kerr County Environmental Health Department
Courthouse, 700 Main Street, Suite BA-100, Kerrville, TX 78028
Phone: (830) 8896-9020 FAX: (830) 792-4903
E-mail: envhealth@co.kerr.tx.us

APPLICATION TO REGISTER

PROPER ABANDONMENT OF SEPTIC TANK

Office Use Only Date: 5/25/15 Application #:
Amount Paid: $50 Check #: Cash:
Receipt #: Paid by: Rec'd by:
Name of Waste Hauler: Patriot Septic Pump Out Date: 7-24-14
Date Backfill Schedule: 8-14-14 Date KCEHD Inspection: 7-30-14

Instructions: Please fill out application completely & accurately. **Owner's name should be completed as it appears on property records.** Additional fees may be assessed if information provided to Kerr County Environmental Health Department is inaccurate, causing the revision of a completed document.

Owner(s): Claud Jordan
Mailing Address: P.O. Box 670
City, State, Zip: Ingram Tx 78025
Phone #: 830-459-3231

WAS EXISTING SEPTIC SYSTEM LICENSED? ☐ NO ☐ YES

Legal Description

Note: Legal description can be found on your 1) Kerr Central Appraisal District (KCAD) Tax Receipt or 2) Property records received at time of purchase and recorded in the Kerr County Courthouse. **Complete the following as it pertains to your property:**

1) Physical Address (or Road Name), City, State 104 Ingram Loop

2) Kerr Central Appraisal District ID #(s): R KCAD: (830) 895-5223

3) Subdivision Name: Section#: Lot #:

4) If property is not in a subdivision: Survey Name & Number Abstract #: Acres:

5) Site within City Limits of Kerrville ☐ YES ☐ NO 7) Copy of Plat, Survey or Metes & bounds attached: ☐ Yes ☐ No

All the information provided on this application is true and correct with no omission or concealment of material fact to the best of my knowledge. I understand that fees are not refundable.

Signature of Owner: Printed Name: Claud Jordan Date: 4-30-14

EXHIBIT O

104 HILLSIDE
118 MORGAN
201 MCNEIL
104 INGRAM CP
316 INGRAM LA

CITY OF KERRVILLE HEALTH DEPARTMENT
800 JUNCTION HIGHWAY
KERRVILLE, TX 78028

511 COLLEGE

22066

WASTE GENERATOR INFORMATION

Co. Name: QTOMOS Owner:

Address: 511 COLLEGE

City: INGRAM Phone No.:

Tank/Trap Location: Address: City:

Waste From: (check one only)
1 [x] Septic Tank/Sewage/Holding Tank
2 [ ] Grit/Mud/Oil/Lint Trap
3 [ ] Food Service Grease Trap
4 [ ] Chemical Toilet

7/24/14 (Date) 1130 (Time) JASON HUGHES (Name) (Signature)

WASTE TRANSPORTER INFORMATION

Company: PATRIOT SEPTIC

State Permit No.: TRAN 2220

Vehicle License Plate No.: 185-1368

Waste Gallons Transported: 2400 GAL.

7/24/14 (Date) 1130 (Time) JASON HUGHES (Name) (Signature)

DISPOSAL PLANT OPERATOR INFORMATION

Name: City of Kerrville
Water Reclamation Plant
10576-01

Address: 3650 Loop 534
Kerrville, Tx 78028
830-258-1246

2353 (Quantity Received) 7/24/14 (Date Time Received) 11 (Name) (Signature)

Each person signing is, as required by law, certifying that the information is correct and compliant with Kerrville City Code Article 9 Chapter VIII

PRODUCER 1

RECEIVED
AUG 08 2014
KCEHD

EXHIBIT O

Kerr County Environmental Health Department
700 Main Street, Suite BA-100
Kerrville, Texas 78028
Phone: (830) 896-9020 FAX: (830) 792-4903

Tank Abandonment Inspection Form

Location: 106 Ingram Loop
Ingram, TX

Contact: Arturo Rubio (512) 203-3816
Alberto Torres (830) 798-5147

Waste Hauling Manifest (WHM) Received @ 7/2/14

Tank Lid Collapsed verified 6/30/14

Tank Empty (no more than 1" of liquid) verified 6/30/14

Backfill Material verified @ 7/18/14

Comments:

Approved by: Ashli Boddes

Date: 07/18/14

EXHIBIT O

Kerr County Environmental Health Department

Courthouse, 700 Main Street, Suite BA-100, Kerrville, TX 78028
Phone: (830) 8896-9020 FAX: (830) 792-4903
E-mail: envhealth@co.kerr.tx.us

APPLICATION TO REGISTER

PROPER ABANDONMENT OF SEPTIC TANK

Date 05-15-14

Office Use Only Date:
Amount Paid: $50.00 Check # 9189
Receipt #: 4169 Rec'd By: SR
Paid By: Qro Mex Construction

Amount Paid: _____
Receipt #: _____
Name of Waste Hauler: A-1 Sonic Pump Out Date: 7/1/14
Date Backfill Schedule: 7/18/14 Date KCEHD Inspection: 6/30/14

Instructions: Please fill out application completely & accurately. **Owner's name should be completed as it appears on property records.** Additional fees may be assessed if information provided to Kerr County Environmental Health Department is inaccurate, causing the revision of a completed document.

Owner(s): Claud Jordan

WAS EXISTING SEPTIC SYSTEM LICENSED? ☐ NO ☐ YES

Mailing Address: P.O. Box 670

City, State, Zip: Ingram Tx 78025

Phone #: 830-459-3231

Legal Description

Note: Legal description can be found on your 1) Kerr Central Appraisal District (KCAD) Tax Receipt or 2) Property records received at time of purchase and recorded in the Kerr County Courthouse. **Complete the following as it pertains to your property:**

1) Physical Address (or Road Name), City, State 106 Ingram Loop

2) Kerr Central Appraisal District ID #(s): R _____ KCAD: (830) 895-5223

3) Subdivision Name: _____ Section#: _____ Lot #: _____

4) If property is not in a subdivision: Survey Name & Number _____ Abstract #: _____ Acres: _____

5) Site within City Limits of Kerrville ☐ YES ☐ NO 7) Copy of Plat, Survey or Metes & bounds attached: ☐ Yes ☐ No

All the information provided on this application is true and correct with no omission or concealment of material fact to the best of my knowledge. I understand that fees are not refundable.

Signature of Owner: _____ Printed Name: Claud Jordan Jr Date: 4-30-14

EXHIBIT O

CITY OF KERRVILLE HEALTH DEPARTMENT
800 JUNCTION HIGHWAY
KERRVILLE, TX 78028

21553

RECEIVED
JUL 0 1 2014
KCEHD

WASTE GENERATOR INFORMATION

Co. Name: QROMEX Owner:

Address: 2381 JUNCTION HWY

City: INGRAM TX Phone No.:

Tank/Trap Location: Address: City:

Waste From: (check one only)
1 [X] Septic Tank/Sewage/Holding Tank
2 [ ] Grit/Mud/Oil/Lint Trap
3 [ ] Food Service Grease Trap
4 [ ] Chemical Toilet

24 JUNE 2:30 JASON WATER

(Date) (Time) (Name) (Signature)

WASTE TRANSPORTER INFORMATION

Company: PATRIOT SEPTIC

State Permit No.: TX-0020

Vehicle License Plate No.: 165-2728

Waste Gallons Transported: 2300 GAL

24 JUNE 2:30 JASON WATER

(Date) (Time) (Name) (Signature)

DISPOSAL PLANT OPERATOR INFORMATION

Name: City of Kerrville
Water Reclamation Plant
10576-01

Address: 3650 Loop 534
Kerrville, Tx 78028
830-258-1246

1,893 6/24/14

(Quantity Received) (Date Time Received) (Name) (Signature)

Each person signing is, as required by law, certifying that the information is correct and compliant with Kerrville City Code Article 9 Chapter VIII

PRODUCER 1

EXHIBIT O

Page: 1 of 2 Case #: 1800263

INGRAM POLICE DEPARTMENT VOLUNTARY STATEMENT
(With Legal Warnings)

Person giving statement: STEPHANIE BRECKENRIDGE
Residence Address: 105 HIGH FOREST
City/State/Zip Code: INGRAM, TEXAS 78025
Home Phone: _____ Work Phone: (830) 367-5115 Cell Phone: [redacted]
DOB: 07/04/1973 DL/ID#: [redacted] DL STATE: TX

Location where statement given: INGRAM PD
Persons present during statement: CHIEF GRIFFIN, STEPHANIE BRECKENRIDGE

☑ I speak English. Education level: ☐ ____ th grade ☑ H.S. graduate ☐ College graduate

☑ This statement is being written by the officer at my request. Initials: X SB

I am the person named above. I am giving this statement under oath to the peace officer whose signature appears below. He/She has warned me as follows:

____ 1. I have the right to remain silent and not make any statement at all and that any statement I make may be Used against me at my trial;

____ 2. Any statement I make may be used against me in court;

____ 3. I have the right to have a lawyer present to advise me prior to and during any questioning;

____ 4. If I am unable to employ a lawyer, I have the right to have a lawyer appointed to advise me prior to and during any questioning, and

____ 5. I have the right to terminate the interview at any time. (I have initialed or checked each warning).

Prior to and during the making of this statement, I have knowingly, intelligently and voluntarily waived the rights set out above. I make the following statement of my own free will without promise or hope of reward, without fear or threat of physical harm, without persuasion or coercion, without favor or offer of favor and without leniency or promise of leniency. I realize that making a false statement could result in the filing of criminal charges against me for Perjury or False Report to a Police Officer.

On the 8 day of MAY, 2018, at or about 0910 ☑ am / ☐ pm:

I, Stephanie Breckenridge, was employed at the city of Ingram city secretary in 2014. I know of this information based upon my experience and knowledge of the events. This statement is regarding the wastewater connection at 104 Ingram Loop, property owned by Claud Jordan. I was instructed by the City Administrator Mark Bosma, to reach out to Arturo Rubio of Qro-Mex and Kerr County Environmental Health to verify that the property located at 104 and 106 Ingram Loop was connected to the city owned wastewater system. The both indicated that the property was connected and sent me the following paperwork; tank abandonment form executed by Claud Jordan that was provided to each resident property owner through the application process, a receipt that contained record of effluent that was removed from the property, and handwritten notes from the construction supervisor

Initial: _____

EXHIBIT O

indicating the date on which these services were provided. However, we did not mail Jordan an application because we were only providing service to residential properties during phase II. The city had obtained a 2.6 million dollar grant and a 1.2 million dollar loan from the USDA for phase II residential hook-up. It is unknown how Jordan obtained the two documents that he provided to Qro-Mex for his hook-up, but that is why he did not have an application. Earlier this year I did reach out to Jordan and inquire about his wastewater service at 104 Ingram Loop. Jordan informed me that he had no Aqua Texas water source on 104, but did have a well. Jordan advised that had removed the toilet from the commercial building and there was no discharge into the city's wastewater system. Based upon the information from both sources, the city's finance clerk mailed Jordan an invoice indicating he had an outstanding balance of $5000 for the city's connection fee as per the city ordinance that each nonresidential establishment is required to pay.

Stephanie Brekenridge

EOS

I have read each page of this statement, initiated each page and placed my initials next to any corrections. I swear that the facts contained herein are true and correct.

05/08/2018 0930
Date Time

Stephanie Brekenridge
Signature of person giving voluntary statement

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority on this the 8th day of May 2018.

Peace Officer, State of Texas

BYRON C GRIFFIN
Printed Name of Peace Officer

Initial: _____

EXHIBIT O

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: _____

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT O

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

EXHIBIT O

EXHIBIT O

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Glad Jordan Sr

CUSTOMER SIGNATURE: _____

DATE: _____

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT O

EXHIBIT O

ORO MEX UTILITY CONTRACTOR CONSTRUCTION CO., INC.
GRANITE SHOALS, TX 78654
830-598-2268
2801 Prairie Creek Rd., Granite Shoals, Texas 78654 / 830-5978-2268 Office, 830-596-2601 Fax
ghoromex@gmail.com, oromex.main@gmail.com

April 1, 2013

RE: City of Ingram Wastewater Improvements Phase II

Dear Resident,

Our Company has been contracted by the City of Ingram to upgrade the sanitary sewer services on the roadway in your area. This work will also include the demolition of septic tanks and the connection of a yard line to serve the house. We will be coming in with a small trencher through your property from the front side of your house across the edge of your property until we can reach the existing connection with the new main to connect your service, but will need the following from you:

- We will need your permission to access your property
- We will also need to know of any future improvements you may have planned, such as a swimming pool, patio, etc, so that we do not interfere with those plans.
- Any structures that were removed or foundations that may be buried so that we can go around them.
- Any sprinkler systems maps if available.
- You are required to sign this document as a form of 'Right of Entry'/consent.

On the back of this sheet we are respectfully asking for a drawing of your property and any of the above mentioned items if applicable, sign it and please send it back to us either by fax, email or U.S. Postal Service, so that we may proceed with our work. Also, you may phone the office, and we can have a foreman physically pick this form up at your home.

We want to thank you in advance for working with us. We are hoping for a quick turn around of this letter so that the work does not get delayed. We are planning on starting as soon as possible.

Please contact Arturo Rubio at 512-203-3816 or the office at the number above if you should have any questions or concerns.

Regards,

Arturo Rubio
Vice President
Oro Mex Construction Co., Inc.

Resident's Signature and Printed Name

106 Ingram Loop

Address

EXHIBIT O

EXHIBIT O

Kerr County Environmental Health Department
Courthouse, 700 Main Street, Suite BA-100, Kerrville, TX 78028
Phone: (830) 896-9020 FAX: (830) 792-4903
E-mail: envhealth@co.kerr.tx.us

APPLICATION TO REGISTER
PROPER ABANDONMENT OF SEPTIC TANK

Office Use Only	Date		Application #	
Amount Paid		Check #		Cash
Receipt #		Paid by		Rec'd by
Name of Waste Hauler			Pump Out Date	
Date Backfill Scheduled			Date KCEHD Inspection	

Instructions: Please fill out application completely & accurately. **Owner's name should be completed as it appears on property records.** Additional fees may be assessed if information provided to Kerr County Environmental Health Department is inaccurate, causing the revision of a completed document.

Owner(s): Claud Jordan

WAS EXISTING SEPTIC SYSTEM LICENSED? ☐ NO ☐ YES

Mailing Address: P.O. Box 670

City, State, Zip: Ingram Tx 78025

Phone #: 830-459-3231

Legal Description

Note: Legal description can be found on your 1) Kerr Central Appraisal District (KCAD) Tax Receipt or 2) Property records received at time of purchase and recorded in the Kerr County Courthouse. **Complete the following as it pertains to your property:**

1) Physical Address (or Road Name), City, State: 106 Ingram Loop

2) Kerr Central Appraisal District ID #(s): R _____ KCAD: (830) 895-5223

3) Subdivision Name: _____ Section#: _____ Lot #: _____

4) If property is not in a subdivision: Survey Name & Number _____ Abstract #: _____ Acres: _____

5) Site within City Limits of Kerrville ☐ YES ☐ NO 7) Copy of Plat, Survey or Metes & bounds attached: ☐ Yes ☐ No

All the information provided on this application is true and correct with no omission or concealment of material fact to the best of my knowledge. I understand that fees are not refundable

Signature of Owner: _____ Printed Name Claud Jordan Jr Date 4-30-14

EXHIBIT O

EXHIBIT O

Date Received: 4-30-14

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☐ Residential ☐ Commercial

WATER SOURCE: ☐ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Billy Bob Walker (Owner's name if residential, name of business if commercial account) DRIVER'S LICENSE #: [redacted]

PHONE: (wk) [redacted] (hm) _____ (cell) _____

SERVICE ADDRESS: _____
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: 106 Ingram Loop

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

Please select one of the following:

☐ **DEPOSIT REFUNDED** **DATE REFUNDED** _____
☐ **DEPOSIT CREDITED TO ACCOUNT** **DATE CREDITED** _____

For Office Use Only:

Date Initialed	Inspection Fee	Tap Fee	Capital Recovery Fee
Account Number	New Acct. Fee	Deposit Received	Employee Receiving Deposit

Comments: P.d. by owner
David Jordan

Exhibit A

EXHIBIT O

CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space: BBO

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

EXHIBIT O

EXHIBIT O

CUSTOMER AGREEMENT

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.

3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.

4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.

5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.

6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.

7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.

8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

EXHIBIT O

EXHIBIT O

CUSTOMER AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER [ ] BUILDER [ ] LESSEE [ ] AGENT OF OWNER [ ]** ("Customer") authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas ("City") to provide wastewater service to the above property.

CUSTOMER NAME (Print): Billy Bob Walker

CUSTOMER SIGNATURE: Billy Bob Walker

DATE: 4-30-14

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

_____

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska Native ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EXHIBIT O

EXHIBIT O

Date Received: 4-30-14

CITY OF INGRAM, TEXAS
CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department
230 Hwy 39
Ingram, Texas 78025
Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: ☑ Residential ☐ Commercial Rental

WATER SOURCE: ☐ AQUA-TEXAS ☐ PRIVATE ☐ OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: Claude Jordan DRIVER'S LICENSE # [redacted]
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) [redacted] (cell) _____

SERVICE ADDRESS: 106 Ingram Loop
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: 106 Ingram Loop

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: Billy Bob Walker DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) 739-0515 (hm) (cell) _____

Please select one of the following:

☐ **DEPOSIT REFUNDED** **DATE REFUNDED** _____
☐ **DEPOSIT CREDITED TO ACCOUNT** **DATE CREDITED** _____

For Office Use Only:

Date Initiated	Inspection Fee	Tap Fee	Capital Recovery Fee
Account Number	New Acct. Fee: 25.00	Deposit Received: 75.00	Employee Receiving Deposit: W

Comments: _____

SCANNED

Exhibit A

EXHIBIT O

EXHIBIT O

EAST SIDE WASTEWATER SERVICE AREA PRELIMINARY ENGINEERING STUDY

CITY OF INGRAM

OFFICE OF CITY SECRETARY

STATE OF TEXAS
JOHN M. HEWITT
66142
LICENSED
PROFESSIONAL ENGINEER
3-3-12

March 2012

Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, Texas 78208
830-315-8800

Hewitt Engineering, Inc.
Consulting Engineering Services

EXHIBIT O

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

September 25, 2014

Ms. Stephanie Breckenridge
City of Ingram
230 Highway 39
Ingram, TX 78025-3264

Re: City of Ingram
TWDB No. 73656; CID 01 - Eastside & Central Interceptor Sewer Project
Plan and Specifications Approval

Dear Ms. Breckenridge:

Revised plans and specifications for the above referenced project were received on September 19, 2014. The submittal consisted of final plans, technical specifications and contract bid documents for the proposed Eastside and Central Interceptor Sewer Project. These documents have been reviewed and comments have been resolved; therefore, they are approved as of this date, for compliance with all Texas Water Development Board (Board) requirements.

The work, in general, consists of installation of approximately 11,000 feet of 6-inch, 8-inch, 10-inch and 12-inch sanitary sewer, installation of approximately 136 feet of 16-inch welded steel casing and 275 feet of 20-inch welded steel casing in three separate locations across SH27 for the City of Ingram.

This letter addresses the approval of plans and specifications that are required by the Board for Board funded projects. This approval should not be construed as preempting any approval that may be required by other Federal, State or local government agencies. This approval does not relieve the design engineer of his legal responsibility for the integrity of the design. The materials and methods of construction shall conform to the specifications provided by the project engineer.

Please be reminded that the Board may not fund testing, remediation, removal, disposal, or related work for contaminated or potentially contaminated material. However, the City should ensure that such materials are tested, removed, and disposed of in accordance with applicable state and federal laws.

In addition to the standard emergency discovery conditions, the following conditions were developed during the environmental review process. The project needs to comply with the following:

Permit Requirements:

- Compliance with the terms and conditions of a U.S. Army Corps of Engineers Nationwide Permit 12.

In order to ensure compliance with the Federal Migratory Bird Treaty Act:

- The City plans to implement construction of the proposed project from June 2014 through June 2015. If construction cannot be avoided during the migratory bird nesting season (March – August), construction workers will be made aware of the potential of encountering migratory birds on the proposed project site and will be instructed to avoid negatively impacting them. If active nests are observed, a 50-foot buffer of vegetation will remain undisturbed around the nests until the young have fledged or the nest is abandoned.

In order to ensure compliance with Texas Parks and Wildlife Code:

- Construction crews will be notified of the potential for state-listed threatened bird species, Bald Eagles, Peregrine Falcons, and Zone-tailed Hawks, to be in the project area during winter months and will be instructed to avoid any disturbances if they occur in the vicinity of the project. TPWD guidelines will be followed if Bald Eagles are present in the project area.

- If state-listed threatened Texas Horned Lizards are encountered during construction, TPWD will be contacted by the City in order to develop plans to relocate them.

We have retained three sets of the approved plans and specifications for our files and are returning one approved set to you for your use during construction activities. Should you have any questions or desire additional information, you may contact me at (512) 463-1706. Thank you for your continuing coordination on this project.

Respectfully,

John Muras, P.E.
Project Engineer
Texas Water Development Board

JM/dh

Enclosure

cc w/o enclosure: Mr. John M. Hewitt, P.E. – Hewitt Engineering, Inc.

EXHIBIT O

Section 070

CITY OF INGRAM

CONSTRUCTION CONTRACT

This agreement made this day by and between the City of Ingram, Texas, called "City," and the undersigned "Contractor" as follows:

1. THE WORK

The Contractor shall perform all the work as required by this contract for:

Installation of approximately 11,066 linear feet of 6-inch, 8-inch, 10-inch and 12-inch sanitary sewer and installation of approximately 136 linear feet of 16-inch diameter welded steel casing and 275 linear feet of 20-inch diameter welded steel casing in three separate locations across SH 27 for the City of Ingram. The construction for this project is located throughout the City in Ingram, Texas as detailed in Section 090 "Description of Work".

Contractor must complete Lines B and K prior to starting work on any other sewer line segments. Completion of this portion of the project will be coordinated with TxDOT and their contractor working on Texas Department of Transportation Project (CSJ 0193-02-031) along SH 39.

Pavement replacement must be completed in a timely fashion in order to minimize disruption to businesses in the vicinity of the project work.

The following are incorporated herein:

a. General Provisions
b. Technical Specifications
c. Addenda issued prior to receipt of Bid
d. Plans
e. Instructions to Bidders
f. Proposal

Some of such documents may not be physically attached hereto but are on file at City Hall, and copies may be obtained upon request.

2. TIME

Construction substantial completion time will be **220** calendar days and **30** calendar days after for final completion from the date of written notice to proceed. Working days are defined in specification section 123.20. The Contractor's obligations to the project however, are not complete and retainage will not be released until all disturbed areas within Ingram right-of-way have been re-vegetated to the satisfaction of the City Engineer.

3. LIQUIDATED DAMAGES

Liquidated damages are hereby established for work which is not substantially complete in the amount of Three Hundred Dollars ($300.00) per working day for each working day after the date established in the Notice to Proceed. The City may offset any such liquidated damages against any sums from time to time due by the City to Contractor.

The completion time assumes that fifteen percent of the working days are "bad weather days," days on which the work cannot proceed; therefore, the time for completion shall not be extended on account of bad weather until the said number of assumed "bad weather days" has been exceeded.

The time for completion shall not be extended except by written memorandum executed by the Contractor and the City Secretary. Contractor shall make written application to the City not later than ten (10) days after the day, event, or cause claimed by Contractor to be a delay. Failure to make such written claim within such time shall result in a waiver by Contractor of an extension based on those particular days, events, or causes. If, for example, this contract assumes twenty (20) bad weather days and Contractor desired a one-day extension for the twenty-first day of rain, Contractor shall make a written claim not later than ten (10) days after the occurrence of such twenty-first day.

The said amount per day is not a penalty but an agreed amount of actual damages which are difficult to calculate. Such damages include loss of staff time, answering complaints by citizens who have been inconvenienced by the work, City Council time, loss of use, and other damages difficult to reasonably anticipate or calculate.

4. PAYMENTS

The City shall pay the Contractor ninety-five percent (95%) of the portion of Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, less the aggregate of previous payments made by the City, and, upon substantial completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum. All retainages from progress payments shall be withheld without liability for interest. Upon acceptance, the City shall make payment to Contractor such that one hundred percent (100%) of the Contract Sum has been paid.

5. LIABILITY INDEMNITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF INGRAM, TEXAS, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OF DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THE CITY OF INGRAM, TEXAS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER

EXHIBIT O

OR NOT THE ACT OR OMISSION OF THE CITY OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF THE CONTRACTOR OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT.

6. LIABILITY INSURANCE

Prior to the commencement of any work and not later than fifteen (15) days following the execution of this contract, the Contractor shall furnish the City copies of paid-up policies (to the City Attorney) providing Liability and Workman's Compensation Coverage as follows minimum limits):

	TYPE OF INSURANCE	LIMITS
a.	Workman's Compensation covering all employees	Statutory
b.	Employer's Liability	$100,000.00
c.	Comprehensive General Liability	
	Bodily Injury & Property Damage (per occurrence)	$1,000,000.00
	Aggregate	$1,000,000.00

(Premises/Operations Products/Completed Operations/Independent Contractors/Contractual Liability/Coverages may not be excluded). XCU must be supplied if any exposure.

d.	Business Automobile Liability covering owned vehicles, rented and non-owned vehicles and employee non-ownership	
	Bodily Injury Property Damage (per occurrence)	$1,000,000.00
	Aggregate	$1,000,000.00

The Commercial General Liability and the Automobile Liability policies shall name the City of Ingram, Texas, as additional insured and all policies shall provide for a waiver of subrogation in favor of the City of Ingram. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the company will "Endeavor" or "Attempt" to so notify the City of Ingram is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to any cancellation date. Policies will be in effect until final acceptance or cancellation of this contract, unless otherwise specified. The City may, at its sole option, terminate this agreement and file a claim on the Contractor's bid bond if the Contractor fails to deliver the required policies and certificates within 15 days after execution of this contract.

It shall be the responsibility of the Contractor to insure that all Subcontractors comply with the same insurance requirements as the said Contractor.

7. CASUALTY INSURANCE

In the event the work includes structures or buildings susceptible to damage by fire, windstorm, or other casualty, then the Contractor before being authorized to begin work shall furnish the

EXHIBIT O

City a duplicate original of an insurance policy naming the City of Ingram as an additionally insured. Such insurance shall insure both the City of Ingram and Contractor, during the term of the work, against loss by fire, windstorm, vandalism, theft, or other casualty. Such policy shall be in the total amount of this contract.

8. QUALITY OF WORK

All work shall be of good workmanship. Contractor shall comply with all applicable City of Ingram Codes as well as all applicable professional and technical standards. Materials shall be of first quality.

9. CHANGES AND EXTRAS

No change of this Contract, whether for additional work, additional compensation, or other, shall be effective unless prior thereto a written change order has been authorized by the City Engineer.

10. ADDENDA

Contractor acknowledges the receipt of the following addenda:

1. Dated: _____ Acknowledged by: _____

2. Dated: _____ Acknowledged by: _____

11. AWARD OF CONTRACT

The lowest qualified bidder will be awarded the base bid plus any combination of additive alternates pending availability of funds and City Council approval.

12. CONTRACT SUM

Proposal: Contractor agrees to provide all labor, materials, and all incidentals necessary to complete "The Work" for the following Unit Prices:

BID PROPOSAL-BASE BID

Item No.	Description of Work	Proposed Quantity	Unit of Measure	Unit Cost [1]	Total Cost
1	Mobilization including Contract Bonds (Maximum of 5% of Base Bid Amount)	1	LS	$15,400.00	$15,400.00
2	6-inch Diameter PVC SDR-26 Sanitary Sewer Line, 5-10' cut	5,144	LF	$ 35.20	$181,068.80
3	6-inch Diameter PVC SDR-26 Sanitary Sewer Line, 10-15' cut	70	LF	$ 47.22	$ 3,305.40
4	8-inch Diameter PVC SDR-26 Sanitary Sewer Line, 5-10' cut	680	LF	$ 38.60	$ 26,248.00

EXHIBIT O

Item No.	Description of Work	Proposed Quantity	Unit of Measure	Unit Cost (1)	Total Cost
5	8-inch Diameter PVC SDR-26 Sanitary Sewer Line, 15-20' cut	321	LF	$ 64.84	$20,813.64
6	10-inch Diameter PVC SDR-26 Sanitary Sewer Line, 10-15' cut	1,313	LF	$ 47.98	$62,997.74
7	10-inch Diameter PVC SDR-26 Sanitary Sewer Line, 15-20' cut	481	LF	$ 69.02	$ 33,198.62
8	10-inch Diameter PVC SDR-26 Sanitary Sewer Line, Greater than 20' cut	1,402	LF	$ 100.77	$141,279.54
9	12-inch Diameter PVC SDR-26 Sanitary Sewer Line, 5-10' cut	1,655	LF	$ 46.98	$77,751.90
10	Manhole, 5-10' Cut	35	EA	$4,078.89	$142,761.15
11	Manhole, 10-15' Cut	4	EA	$5,478.86	$21,915.44
12	Manhole, 15-20' Cut	5	EA	$9,861.02	$49,305.10
13	16" Diameter Welded Steel Casing Bored with SDR-26 PVC Sewer Pipe	106	EA	$ 185.80	$19,694.80
14	20" Diameter Welded Steel Casing Bored with SDR-26 PVC Sewer Pipe	275	EA	$ 224.76	$61,809.00
15	Service Connection, complete in place, the sum of:	56	EA	$ 974.62	$54,578.72
16	Trench Safety System	11,066	LF	$ 0.88	$9,738.08
17	Cleaning and Testing of all Lines	1	LS	$ 5,500.00	$5,500.00
18	Vacuum Tests of all Manholes	1	LS	$ 5,500.00	$5,500.00
19	Videos of all sewer lines	1	LS	$ 11,000.00	$11,000.00
20	Flowable Fill	10	CY	$ 110.00	$1,100.00
21	Cut and Replace Pavement	600	SY	$ 30.80	$18,480.00
22	Cut and Replace Concrete Slope Protection	160	SY	$ 66.00	$10,560.00
23	Preparation and installation of SWPPP, complete in place:	1	LS	$ 8,800.00	$ 8,800.00
24	Preparation and installation of Traffic Control Plan, complete in place:	1	LS	$ 3,850.00	$ 3,850.00
	TOTAL BASE BID				$986,665.93

Notes

(1) In the event of discrepancy, this column shall govern.

EXHIBIT O

COMPLETED BY

Skyblue Utilities, Inc.
General Contractor Name

8/28/14
Date

Jose Guillermo Rubio
General Contractor Representative

Vice President
Title

Sub-Contractors:

	NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
1.	None			
2.				
3.				

(Attach additional sheet if required)

INSURANCE AGENT

NAME	ADDRESS	PHONE	POLICY
1. The Nitsche Group	143 East Austin St., Gvidlings, TX 78942	(979)542-3666	

BONDING AGENT

NAME	ADDRESS	PHONE	POLICY
1. The International Fidelity Insurance Company			
2. One Newark Center, 20th fl, Newark New Jersey		(281)635-3000	

•Signed this 28 day of August, 2014

Attest: _____ Contractor

EXHIBIT O

Secretary
(if bid by a Corporation)

BY: Guillermina Sanchez H.

Title: President

SEAL

Business Address:

981 B Dilley st

Kingsland, Tx. 78639

Phone: 325 - 388 - 2500

Fax: 325 - 388 - 8822

ACCEPTED THIS Oct 21

day of _____, 2014

By: James Sales

City of Ingram, Texas.

ATTEST:

Stephanie Brecknridge, City Secretary

APPROVED AS TO FORM:

Ilse Bailey, City Attorney

EXHIBIT O

Section 090

DESCRIPTION OF WORK

Following is a summary of work items included in the bid schedule:

Work in the contract is for the installation of approximately 11,066 linear feet of 6-inch, 8-inch, 10-inch and 12-inch sanitary sewer for the City of Ingram. The construction for this project is located throughout the City including along the north side of the SH 39 right-of-way in a commercial portion of the City. The Texas Department of Transportation (TxDOT) SH 39 roadway improvement project (CSJ 0193-02-031) will be under construction in the same vicinity as this portion of the City sewer project. The City contractor will be required to coordinate and communicate with the TxDOT contractor in order to minimize disruptions to businesses and the public in the area of construction. A list of work for this project, as a minimum, includes the following:

1) Install approximately 5,214 linear feet of 6-inch PVC sanitary sewer line (SDR 26), complete in place in accordance with plans and specifications,
2) Install approximately 1,001 linear feet of 8-inch PVC sanitary sewer line (SDR 26), complete in place in accordance with plans and specifications,
3) Install approximately 3,196 linear feet of 10-inch PVC sanitary sewer line (SDR 26), complete in place in accordance with plans and specifications,
4) Install approximately 1,655 linear feet of 12-inch PVC sanitary sewer line (SDR 26), complete in place in accordance with plans and specifications,
5) Provide 56 service connections and decommission existing yard lines and septic tanks,
6) Install forty four (44) fiberglass manholes as shown on the plans,
7) Provide approximately 600 square yards of pavement trench repair, including base and top course as shown in the plans,
8) Install approximately 106 linear feet of 16-inch diameter welded steel casing in one location in bored hole under SH 27,
9) Install approximately 275 linear feet of 20-inch diameter welded steel casing in two locations in bored hole under SH 27,
10) Provide 10 cubic yards of flowable fill,
11) Cut and replace existing concrete,
12) Provide cleaning, testing and videotaping of all new sewer lines,
13) Provide traffic control and regulation in accordance with current TxDOT requirements, and
14) Provide preparation and installation of stormwater pollution prevention plan in accordance with plans and specifications.

EXHIBIT O

City of Ingram

230 Hwy 39 ♦ Ingram, Texas 78025

August 8, 2016

Regional Water Planning and Development
Texas Water Development Board
1700 North Congress Avenue
P.O. Box 13231
Austin, Texas 78711-3231

Re: City of Ingram Eastside and Central Interceptors TWDB CWSRF Project No. 73656

Please recognize this letter as an acceptance of the above listed project. At regular scheduled city council meeting on August 2, 2016 by unamoius vote the Ingram City Council took action to accept and close out TWDB Project No. 73656. We greatly appreciate the opportunity to improve the city's wastewater collection system for our citizens.

Regards,

Brandon Rowan
Mayor

830-367-5115 Phone ♦ 830-367-3175 Fax

EXHIBIT O

Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, TX 78028

Invoice

Date	Invoice #
8/15/2016	624

Bill To:

City of Ingram
Attn: Stephanie Breckenridge
230 Highway 39
Ingram Texas 78025

Contract Number	Project Title
73656-L1000154	CWA Central & Eastside WW

Description	Task	Percent Complete	Amount
Final Administrative Costs	Final Document Request	100%	47.74

Total	$47.74
Payments/Credits	$0.00
Balance Due	$47.74

Make Checks payable to Hewitt Engineering, Inc.

Payment is due within 30 days.

Phone # 830-315-8800 **E-mail** *jmhewitt@hewitt-inc.com*

Thank you for your Business.

EXHIBIT O

TEXAS WATER DEVELOPMENT BOARD
FINAL PROJECT SOURCE AND USE OF FUNDS REPORT

Lender Agency: Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231	**Recipient Name and Address:** The Honorable Brandon Rowan, Mayor City of Ingram 230 Highway 39 Ingram, TX 78025
Loan ID Number(s): L1000262	**Project ID Number(s): 73656**
Period Covered By Report: (From Project Inception)	From: 12/05/2013 To: 08/25/2016
SOURCES	
A. Commitment Amount - Board Approved:	$1,185,000
B. Commitment Amount - Not Released:	$0
C. Commitment Amount - Net Amount Released (A - B):	$1,185,000
D. Interest Income:	
TOTAL SOURCES (C + D):	
USES	
E. Construction:	1,109,991.26
F. Engineering, and Related Services:	18,715.00
G. Legal, Fiscal and Administrative Costs:	56,343.74
H. Other:	
TOTAL USES (E + F + G + H):	1,185,000.00
EXCESS SOURCES (USES):	—
SURPLUS COMMITMENT (See B above; to be lapsed, if any)	—

I certify that, to the best of my knowledge and belief, that costs and/or the uses of funds set forth here are allocable to the project scope approved by the Texas Water Development Board and are not otherwise prohibited by statute or regulation, and that **this project is in compliance with applicable Single Audit requirements.**

Stephanie Breitenbridge, City Secretary
Signature and Title of Certifying Official

Date Signed 11-29-2016

EXHIBIT O

TEXAS WATER DEVELOPMENT BOARD
FINAL PROJECT SOURCE AND USE OF FUNDS REPORT

Lender Agency: Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231	**Recipient Name and Address:** The Honorable Brandon Rowan, Mayor City of Ingram 230 Highway 39 Ingram, TX 78025
Loan ID Number(s): L1000154	**Project ID Number(s): 73656**
Period Covered By Report: (From Project Inception)	From: 02/28/2013 To: 08/25/2016
SOURCES	
A. Commitment Amount - Board Approved:	$175,000
B. Commitment Amount - Not Released:	$0
C. Commitment Amount - Net Amount Released (A - B):	$175,000
D. Interest Income:	
TOTAL SOURCES (C + D):	
USES	
E. Construction:	
F. Engineering, and Related Services: + Permits + Surveying	153,046.00
G. Legal, Fiscal and Administrative Costs:	20,964.17
H. Other: Capitalized Interest	989.83
TOTAL USES (E + F + G + H):	175,000.00
EXCESS SOURCES (USES):	—
SURPLUS COMMITMENT (See B above, to be lapsed, if any):	—

I certify that, to the best of my knowledge and belief, that costs and/or the uses of funds set forth here are allocable to the project scope approved by the Texas Water Development Board and are not otherwise prohibited by statute or regulation, and that **this project is in compliance with applicable Single Audit requirements.**

Stephanie Breckenridge, City Secretary
Signature and Title of Certifying Official

Date Signed 11-29-2016

EXHIBIT O

Budget Ingram, City of	Project #: 73656	Loan/Grant #: CWSRF	L1000262								
Budget Category	ORIGINAL Board Approved Budget at Commitment (12/05/13)	Closing Memo (04/07/14)	Adjusted Budget (02/13/15)	Adjusted Budget (04/10/15)	Adjusted Budget (06/10/15)	Adjusted Budget (09/09/15)	Adjusted Budget (02/23/16)	Adjusted Budget (05/26/16)	Adjusted Budget (08/22/16)		CURRENT BUDGET
Construction	980,600.00	980,600.00	3,944.07	3,944.07	0.00	0.00	0.00	0.00	0.00		0.00
Construction Engineering	8,000.00	8,000.00	8,000.00	20,000.00	20,000.00	20,000.00	20,000.00	17,000.00	17,000.00		17,000.00
Inspection	5,000.00	5,000.00	5,000.00	0.00	1,944.07	1,250.00	1,250.00	1,250.00	1,250.00		1,250.00
O&M Manual	500.00	500.00	500.00	500.00	500.00	500.00	500.00	0.00	0.00		0.00
Testing	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	465.00	465.00		465.00
Contingency	109,400.00	109,400.00	109,400.00	109,400.00	109,400.00	109,347.07	53,061.74	47.74	0.00		0.00
Administration	7,000.00	7,000.00	7,000.00	0.00	2,000.00	1,750.00	1,750.00	1,750.00	1,797.74		1,797.74
Project Legal Expenses	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00		0.00
Bond Counsel	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00		12,500.00
Financial Advisor	15,900.00	15,900.00	15,900.00	15,900.00	15,900.00	15,900.00	15,900.00	15,900.00	15,900.00		15,900.00
Issuance Costs	10,573.00	10,573.00	10,573.00	10,573.00	10,573.00	10,573.00	10,573.00	4,622.00	4,622.00		4,622.00
Loan Origination Fee	21,524.00	21,524.00	21,524.00	21,524.00	21,524.00	21,524.00	21,524.00	21,524.00	21,524.00		21,524.00
Construction Contract: CID 01	0.00	0.00	986,655.93	986,655.93	986,655.93	986,655.93	1,042,941.26	1,109,941.26	1,109,941.26		1,109,941.26
											0.00
TOTALS	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ 1,185,000.00	$ -	$ 1,185,000.00

EXHIBIT O

Invoice Ledger

Ingram, City of

Project # 73656

Outlay #	Loan/Grant#	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Category	Budget Description
1	L1000262	03/15/14	Texas Water Development Board	Closing Memo	21,524.00	21,524.00	21,524.00	Loan Origination Fee	
1	L1000262	03/04/14	McCall, Parkhurst & Horton L.L.P.	1299.005	15,685.00	12,500.00	12,500.00	Bond Counsel	
1	L1000262	03/04/14	McCall, Parkhurst & Horton L.L.P.	1299.005	15,685.00	2,000.00	2,000.00	Issuance Costs	Misc. Bond Counsel Fees
1	L1000262	03/04/14	McCall, Parkhurst & Horton L.L.P.	1299.005	15,685.00	1,185.00	1,185.00	Issuance Costs	AG's Fee
1	L1000262	02/20/14	Amergy Bank National Association	N/A	700.00	700.00	700.00	Issuance Costs	Paying/Escrow Agent Fee
1	L1000262	02/05/14	CUSIP Global Services	350662273	737.00	737.00	737.00	Issuance Costs	CUSIP Fee
1	L1000262	02/20/14	First Southwest Company	8884	15,900.00	15,900.00	15,900.00	Financial Advisor	
2	L1000262	01/15/15	Skyblue Utilities, Inc.	Pay Est #1	179,401.75	179,401.75	0.00	Construction Contract CID 01	Disallowed
3	L1000262	11/24/14	Skyblue Utilities, Inc.	Pay Est #1	179,401.75	179,401.75	179,401.75	Construction Contract CID 01	
4	L1000262	01/24/15	Skyblue Utilities, Inc.	Pay Est #2	65,310.82	65,310.82	65,310.82	Construction Contract CID 01	
4	L1000262	02/24/15	Skyblue Utilities, Inc.	Pay Est #3	129,166.57	129,166.57	129,166.57	Construction Contract CID 01	
4	L1000262	04/03/15	Hewitt Engineering, Inc.	505	10,000.00	4,000.00	4,000.00	Construction Engineering	
4	L1000262	04/03/15	Hewitt Engineering, Inc.	505	10,000.00	3,500.00	3,500.00	Administration	
4	L1000262	04/03/15	Hewitt Engineering, Inc.	505	10,000.00	2,500.00	2,500.00	Inspection	
4	L1000262	03/24/15	Skyblue Utilities, Inc.	Pay Est #4	93,352.90	93,352.90	93,352.90	Construction Contract CID 01	
5	L1000262	04/22/15	Skyblue Utilities, Inc.	Pay Est #5	75,328.15	75,328.15	75,328.15	Construction Contract CID 01	
6	L1000262	05/20/15	Skyblue Utilities, Inc.	Pay Est #6	78,797.67	78,797.67	78,797.67	Construction Contract CID 01	
6	L1000262	05/27/15	Hewitt Engineering, Inc.	522	5,000.00	2,000.00	2,000.00	Construction Engineering	
6	L1000262	05/27/15	Hewitt Engineering, Inc.	522	5,000.00	1,750.00	1,750.00	Administration	
6	L1000262	05/27/15	Hewitt Engineering, Inc.	522	5,000.00	1,250.00	1,250.00	Inspection	
7	L1000262	06/20/15	Skyblue Utilities, Inc.	Pay Est #7	86,113.31	86,113.31	86,113.31	Construction Contract CID 01	
8	L1000262	08/06/15	Skyblue Utilities, Inc.	Pay Est #8	62,292.02	62,292.02	62,292.02	Construction Contract CID 01	
9	L1000262	09/09/15	Hewitt Engineering, Inc.	544	3,000.00	1,200.00	1,200.00	Construction Engineering	
9	L1000262	09/09/15	Hewitt Engineering, Inc.	544	3,000.00	1,050.00	1,050.00	Construction Engineering	
9	L1000262	09/09/15	Hewitt Engineering, Inc.	544	3,000.00	750.00	750.00	Construction Engineering	
9	L1000262	09/01/15	Rock Engineering & Testing Laboratory, Inc.	27257	465.00	465.00	465.00	Testing	
10	L1000262	09/02/15	Skyblue Utilities, Inc.	Pay Est #9	165,845.33	165,845.33	165,845.33	Construction Contract CID 01	
11	L1000262	11/24/15	Skyblue Utilities, Inc.	Pay Est #10	54,735.30	54,735.30	51,047.41	Construction Contract CID 01	Disallowed a portion
11	L1000262	02/04/16	Hewitt Engineering, Inc.	571	2,000.00	800.00	800.00	Construction Engineering	
11	L1000262	02/04/16	Hewitt Engineering, Inc.	571	2,000.00	700.00	700.00	Construction Engineering	Administration
11	L1000262	02/04/16	Hewitt Engineering, Inc.	571	2,000.00	500.00	500.00	Construction Engineering	Inspection
12	L1000262	04/27/16	Skyblue Utilities, Inc.	Pay Est #11	41,564.16	41,564.16	30,211.80	Construction Contract CID 01	Disallowed a portion
13	L1000262	11/24/15	Skyblue Utilities, Inc.	Pay Est #10	54,735.30	3,687.89		Construction Contract CID 01	Prev. disallowed in OL #11
13	L1000262	04/27/16	Skyblue Utilities, Inc.	Pay Est #11	41,564.16	11,352.38		Construction Contract CID 01	Prev. disallowed in OL #12
14	L1000262	08/08/16	Skyblue Utilities, Inc.	Pay Est #14 Final	93,073.53	93,073.53	0.00	Construction Contract CID 01	
14	L1000262	08/08/16	Hewitt Engineering, Inc.	Pay Est #14 Final	47.74	47.74	0.00	Administration	
15	L1000262	09/01/16	Skyblue Utilities, Inc.	Pay Est 15 Final	79,033.26	79,033.26		Construction Contract CID 01	
15	L1000262	09/01/16	Hewitt Engineering, Inc.	Pay Est #15Final	47.74	47.74			Administration

EXHIBIT O

INTRODUCTION

Over the past several years, the City of Ingram has constructed wastewater system improvements throughout the City as part of a Federal Economic Development Assistance Program Grant. As stipulated in the grant requirements, all of the recent wastewater system improvements were required to serve residential customers. The purpose of this study was to evaluate options to serve existing and future nonresidential customers along Junction Highway (SH 27) in the eastern portion of the City. The study evaluated alternatives and determined the best route for proposed gravity sewer lines to convey wastewater flows from businesses along Junction Highway south to the existing City main lift station. The study also considered future wastewater flows from the residential areas located north of Junction Highway including Greenwood Forest when sizing the proposed gravity sewer lines. In addition, the study provided an estimated construction cost for the recommended gravity sewer alignment including the cost of any roadway boring required under Junction Highway. Finally, the study determined the equivalent single family connections served by the proposed gravity sewer lines in order to allocate a prorated cost of the wastewater improvements to individual businesses and residential developments.

In summary, the scope of services for this study included the following tasks:

1. Collect and review existing service area flows and wastewater facilities information
2. Determine existing and projected wastewater flows for the Eastside service area
3. Determine proposed gravity sewer line alternative designs
4. Evaluate alternatives and determine recommended design
5. Prepare estimated construction cost for recommended alternative and prorate costs based on equivalent single family connections
6. Prepare report and exhibits summarizing the results of the Preliminary Engineering Analysis

EXISTING CONDITIONS

This study evaluated serving four different wastewater collection service areas along Junction Highway in the east portion of the City. The collection areas included the following:

Service Area A-1: The south side of Junction Highway extending from the Security State Bank and Trust on the west end of the service area east to Bud Lane.

Service Area A-2: The north side of Junction Highway extending from the Car Wash on the west end of the service area east to the existing creek located across from Bud Lane between Skyview Drive and Oakview Drive.

Service Area B-1: The north side of Junction Highway extending from the creek located across from Bud Lane between Skyview Drive and Oakview Drive east to Goat Creek Road Cutoff.

Service Area B-2: The north side of Junction Highway extending from Goat Creek Road Cutoff east to Nichols Creek and including the business located at the southeast intersection of Goat Creek Road Cutoff and Riverview Road.

The service areas for A-2, B-1 and B-2 described above consist of businesses and vacant lots that are currently located outside of the City limits of Ingram. Service Area A-1 consists of businesses and lots that are located within the Ingram City limits. Service Area A-1 consists of 24 separate tracts as shown in the Kerr County Appraisal District data base. There are currently 12 existing businesses located in this area. Service Area A-2 consists of 13 separate tracts and 9 existing businesses in this area. Service Area B-1 consists of 9 separate tracts as shown in the Kerr County Appraisal District data base and there are currently 9 existing businesses located in this area. Service Area B-2 consists of 7 separate tracts and 4 existing businesses located in this area. Exhibit 1 shows the location and limits for each of these service areas.

Wastewater demands were determined for each lot in the City of Ingram as part of the Federal grant sewer design and analysis. This project determined that the average daily wastewater demand for each equivalent single family connection is approximately 350 gallons per day. This demand is equal to a per capita demand of 100 gallons per day with an average of 3.5 persons per connection. The design of the residential wastewater collection system used an average peaking factor of 3.0 to estimate the peak daily flow in the system. Therefore, the peak daily flow used to

design the Ingram wastewater collection system is approximately 1,050 gallons per day per equivalent single family connection.

A review of the existing demands for the businesses within the four service areas within the study limits show that each of these businesses is less than or equal to one equivalent single family connection except for one business (Bernhard's Meat Market). Field visits and discussions with the business owners indicated that each of the businesses and restaurants typically had two or three restrooms and did not exceed the wastewater demand for a typical residential customer or equivalent single family connection. Water usage records for the past two years for Bernhard's Meat Market were reviewed to determine the estimated wastewater demand at this location. Based on these records, the maximum monthly water usage occurred in December 2011 and was 36,900 gallons or approximately 1,200 gallons per day. The estimated daily average wastewater flow associated with this water demand would be approximately 900 gallons per day. Consequently, the wastewater flow for Bernhard's Meat Market is equal to 3 equivalent single family connections. Wastewater quality at this facility would need to be evaluated also even though a pretreatment facility exists on site.

Wastewater from the existing nonresidential customers will be conveyed via two proposed gravity sewer lines to the recently constructed City of Ingram lift station located northwest of the Riverview Road and Cypress Falls Drive intersection. Pumps at this lift station send the wastewater via force mains north along Riverview Road and east along Junction Highway into the City of Kerrville wastewater system and ultimately to the City of Kerrville Wastewater Treatment Plant.

Proposed Line A will convey flow from Service Areas A-1 and A-2 to an existing manhole and 12-inch diameter pipe stubout located north of the intersection of Cedar Drive and Cypress Falls Drive. The existing flowline elevation at this manhole is 1667.79 or approximately 12 feet below the natural ground surface elevation. An existing 15-inch diameter sewer line conveys flow east from this location along Cypress Falls Drive to the City lift station. Proposed Line B will convey flow from service Areas B-1 and B-2 in a gravity sewer along Riverview Road directly to the City lift station.

PROPOSED IMPROVEMENTS

As described above, two proposed gravity sewer lines are proposed to intercept flow from the businesses along Junction Highway and convey the flow south to the City lift station. Two separate gravity lines are required in order to avoid crossing under the existing drainage creek located across Bud Lane between Oakview Lane and Skyview Drive. Proposed Line A will intercept wastewater flow from businesses located between the existing car wash on the west end of the service area to the existing drainage creek across from Bud Lane on the east end of the service area. A proposed 8-inch sewer line will extend along the north side of Junction Highway and convey flow from Service Area A-2 south across Junction Highway. Because Junction Highway is TxDOT right-of-way, the proposed sewer line will be required to be located inside of a steel casing across the highway. A proposed 8-inch sewer line will be located along the south side of the existing tracts along the south side of Junction Highway (Service Area A-1) and will connect to the sewer line from the north side of Junction Highway. The proposed 8-inch sewer line will then extend west to the existing manhole and 12-inch diameter pipe stubout located north of the intersection of Cedar Drive and Cypress Falls Drive. Exhibit 2 shows the location of the proposed gravity sewer required to serve Service Areas A-1 and A-2.

Proposed Line B will intercept wastewater flow from businesses located between the existing drainage creek across from Bud Lane on the west end of Service Area B-1 to Goat Creek Road Cutoff on the east end of the service area. A proposed 8-inch sewer line will extend east along the north side of Junction Highway and convey flow from Service Area B-1 to Goat Creek Road Cutoff and then south across Junction Highway. A proposed 8-inch sewer line will extend west along the north side of Junction Highway from Nichols Creek to Goat Creek Road Cutoff to convey wastewater flow from Service Area B-2. The proposed 8-inch sewer line will then extend south across Junction Highway in a steel casing and continue south along Riverview Road to the existing lift station located northwest of the intersection of Riverview Road and Cypress Falls Drive. Exhibit 2 shows the location of the proposed gravity sewer required to serve Service Areas B-1 and B-2.

As a part of the study, future wastewater flows from the residential areas located north of Junction Highway including Greenwood Forest were considered when evaluating the design of the proposed gravity sewer lines. Exhibit 1 shows the additional residential areas (Service Areas A-3 and B-3) in Greenwood Forest that would contribute wastewater flow to Line A and Line B. Approximately 130 lots in Service Area A-3 would contribute flow to Line A and 305 lots in Service Area B-3 would be conveyed to Line B. The result of this additional flow would be that the proposed gravity sewer lines would need to be increased in size from 8-inch to 10-inch diameter. The existing facilities including the 15-inch gravity sewer line along Cypress Falls Drive and the main lift station have additional flow and volume capacity and would not need to be enlarged. However, the City of Ingram Interlocal Agreement for Wholesale Wastewater Service with the City of Kerrville regarding volume of water and service area would need to be reviewed and evaluated to determine whether wastewater flow from Greenwood Forest could be intercepted and conveyed to the City of Kerrville. Based on discussions with the engineer for the Phase I Wastewater Collection System, the Greenwood Forest area was not included as part of the flow calculations in the 2002 Wastewater Design Report.

CONSTRUCTION COSTS

The estimated construction costs for the proposed gravity sewer line improvements were determined based on recent bid tabs for Phase 1 of the City of Ingram Wastewater Improvements project. Costs for 8-inch sewer line, 8-inch sewer line, 10-inch sewer line in casing, 10-inch sewer line in casing and manholes were obtained for the City project that is nearing completion.

The cost of Line A would consist of two components; the cost of the improvements serving area A-1 (connections within the City limits) south of Junction Highway and the cost of the improvements serving Service Area A-2 (connections outside City limits) located north of Junction Highway. The portion of Line A serving Area A-1 consists of 8-inch sewer line, manholes and property acquisition. The total estimated cost for this sewer line is approximately $86,302 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering

design, and construction inspection services of 20% of the construction costs have been added for a total cost of $103,562 for Service Area A-1.

The portion of Line A serving Area A-2 consists of 8-inch sewer line, 8-inch sewer line in steel casing, manholes and property acquisition. The total estimated cost for this sewer line is approximately $98,263 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering design, and construction inspection services of 20% of the construction costs have been added for a total cost of $117,915 for Service Area A-2. Appendix A lists the preliminary cost estimates for each of these lines.

The cost was determined to increase the size of the sewer line to accommodate wastewater flows from the Greenwood Forest area (Service Area A-3). In order to convey flows from this residential area, the sewer line would need to be increased from an 8-inch line to a 10-inch line beginning at the intersection of Skyview Drive and Junction Highway and extending to the existing manhole and stubout north of Cedar Drive. The total cost associated with the increase in pipe size is approximately $16,128.

The cost of Line B would consist of two components: the cost of the improvements serving area B-1 (connections outside the City limits) west of Goat Creek Road Cutoff and the cost of the improvements serving Service Area B-2 (connections outside City limits) located east of Goat Creek Road Cutoff. The portion of Line B serving Area B-1 and Area B-2 both consist of 8-inch sewer line, 8-inch sewer line in steel casing and manholes. The total estimated cost for this sewer line is approximately $154,800 which includes 20% contingencies due to the preliminary nature of the estimate. In addition, design and construction costs such as surveying, geotechnical analysis, engineering design, and construction inspection services of 20% of the construction costs have been added for a total cost of $185,760 for Service Area B. The cost for Service Area B would be equally distributed between Area B-1 and B-2 which would result in a total cost of $92,890 for each service area. Appendix A lists the preliminary cost estimates for each of these lines.

The cost was determined to increase the size of the sewer line to accommodate wastewater flows from the Greenwood Forest area (Service Area B-3). In order to convey flows from this residential area, the sewer line would need to be increased from an 8-inch line to a 10-inch line beginning at the intersection of Oakview Drive and Junction Highway and extending to the existing lift station on Riverview Road. The total cost associated with the increase in pipe size is approximately $27,216.

The total construction and associated costs for the proposed gravity sewers to serve the eastside businesses along Junction Highway is approximately $407,238. The total cost to serve the businesses and Greenwood Forest would be $450,582.

ALLOCATION OF COSTS

The funding of the proposed gravity sewers to serve the eastside businesses along Junction Highway could be provided by the City of Ingram in the form of bonds supported by all residents within the City or allocated to the specific users of the proposed sewer improvements. Allocation of costs to the specific eastside businesses was calculated in terms of equivalent single family connections in this study. As previously stated, all of the businesses except Bernhard's Meat Market would be equal to one equivalent single family connection.

The total cost for new sewer service to Service Area A-1 which is located within the City limits is $103,562. The total number of lots in this service area as shown in the Kerr County Appraisal District database is 24 which results in a prorated cost of $4,315 for each lot (equivalent single family connection). The total cost for new sewer service to Service Area A-2 which is located outside the City limits is $117,915. This service area has 13 connections and a prorated cost of $9,070 per connection.

The total cost for new sewer service to Service Area B-1 and B-2 which are both located outside the City limits is $185,760. Each of these service areas has 9 equivalent single family connections and a prorated cost of $10,320 per connection.

An alternative method to allocate the sewer costs would be to separate the costs according to whether the proposed improvement serve connections within the City or outside the City. Based on this approach, 24 connections at a total estimated construction cost of $103,562 and a prorated cost of $4,315 would be served within the City and 31 connections outside the City would be served at a total cost of $303,675 and a prorated cost of $9,795 per connection.

A final allocation method would be to charge all businesses on the east side of the City the same connection cost rather than separating the cost based on location or whether the business is currently located with the City limits. Based on this approach, there are 55 total connections and a total cost of $407,238 which results in an average equivalent connection charge of $7,404. Table 1 summarizes the prorated cost per equivalent connection for the different alternatives.

If the proposed sewer lines are over sized to provide future capacity for Greenwood Forest, the estimated construction cost would increase by a total of $43,334 to a total cost of $450,582. This extra sewer line capacity would serve approximately 435 lots in Greenwood Forest which would result in a per connection cost of $100.

Table 1

Prorated Cost per Equivalent Connection

Service Area	Number of Connections	Total Prorated Construction Cost	Total Prorated Cost Per Connection
A-1(Within City Limits)	24	$103,562	$4,315
A-2	13	$117,915	$9,070
B-1	9	$92,880	$10,320
B-2	9	$92,880	$10,320
Total-Out of City	31	$303,675	$9,795
Total	55	$407,238	$7,404

SUMMARY

The purpose of this study was to evaluate options to serve existing and future nonresidential customers along Junction Highway (SH 27) in the eastern portion of the City. The study evaluated alternatives and determined the best route for proposed gravity sewer lines to convey wastewater flows from businesses along Junction Highway south to the existing City main lift station and provided an estimated construction cost for the recommended gravity sewer alignment. The study also determined the equivalent single family connections served by the proposed gravity sewer lines and allocated a prorated cost of the wastewater improvements to individual businesses lots.

This study evaluated serving four different wastewater collection service areas along Junction Highway in the east portion of the City. The collection areas included three service areas outside of the City limits on the north side of Junction Highway (and one business on the southeast corner of Goat Creek Road Cutoff and Junction Highway) and one service area within the city limits on the south side of Junction Highway. The peak daily flow used to design the Ingram proposed wastewater collection lines was based on 1,050 gallons per day per equivalent single family connection.

The total cost for new sewer service to Service Area A-1 is $103,562. The total number of lots in this service area is 24 which results in a prorated cost of $4,315 for each lot. The total cost for new sewer service to Service Area A-2 which is located outside the City limits is $117,915. This service area has 13 connections and a prorated cost of $9,070 per connection.

The total cost for new sewer service to Service Area B-1 and B-2 which are both located outside the City limits is $185,760. Each of these service areas has 9 equivalent single family connections and a prorated cost of $10,320 per connection.

An alternative method to allocate the sewer costs would be to separate the costs according to whether the proposed improvement serve connections within the City or outside the City. Based on this approach, 24 connections at a total estimated construction cost of $103,562 and a

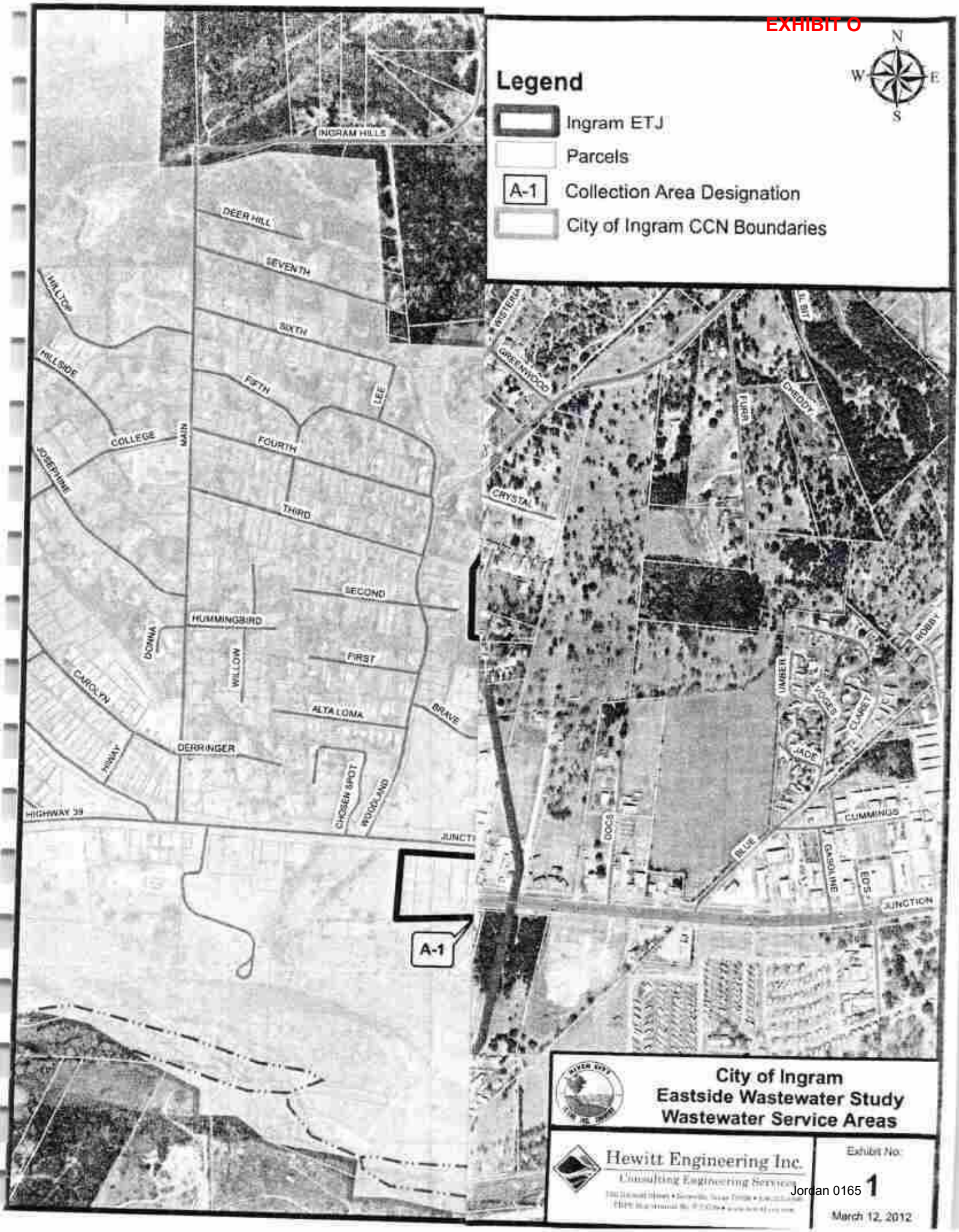
prorated cost of $4,315 would be served within the City and 31 connections outside the City would be served at a total cost of $303,675 and a prorated cost of $9,795 per connection.

A final allocation method would be to charge all businesses on the east side of the City the same connection cost rather than separating the cost based on location or whether the business is currently located with the City limits. Based on this approach, there are 55 total connections and a total cost of $407,238 which results in an average equivalent connection charge of $7,404.

If the proposed sewer lines are over sized to provide future capacity for Greenwood Forest, the estimated construction cost would increase by a total of $43,344 to a total cost of $450,582. This extra sewer line capacity would serve approximately 435 lots in Greenwood Forest which would result in a per connection cost of $100.

EXHIBITS

EXHIBIT O



Jordan 0165

EXHIBIT O

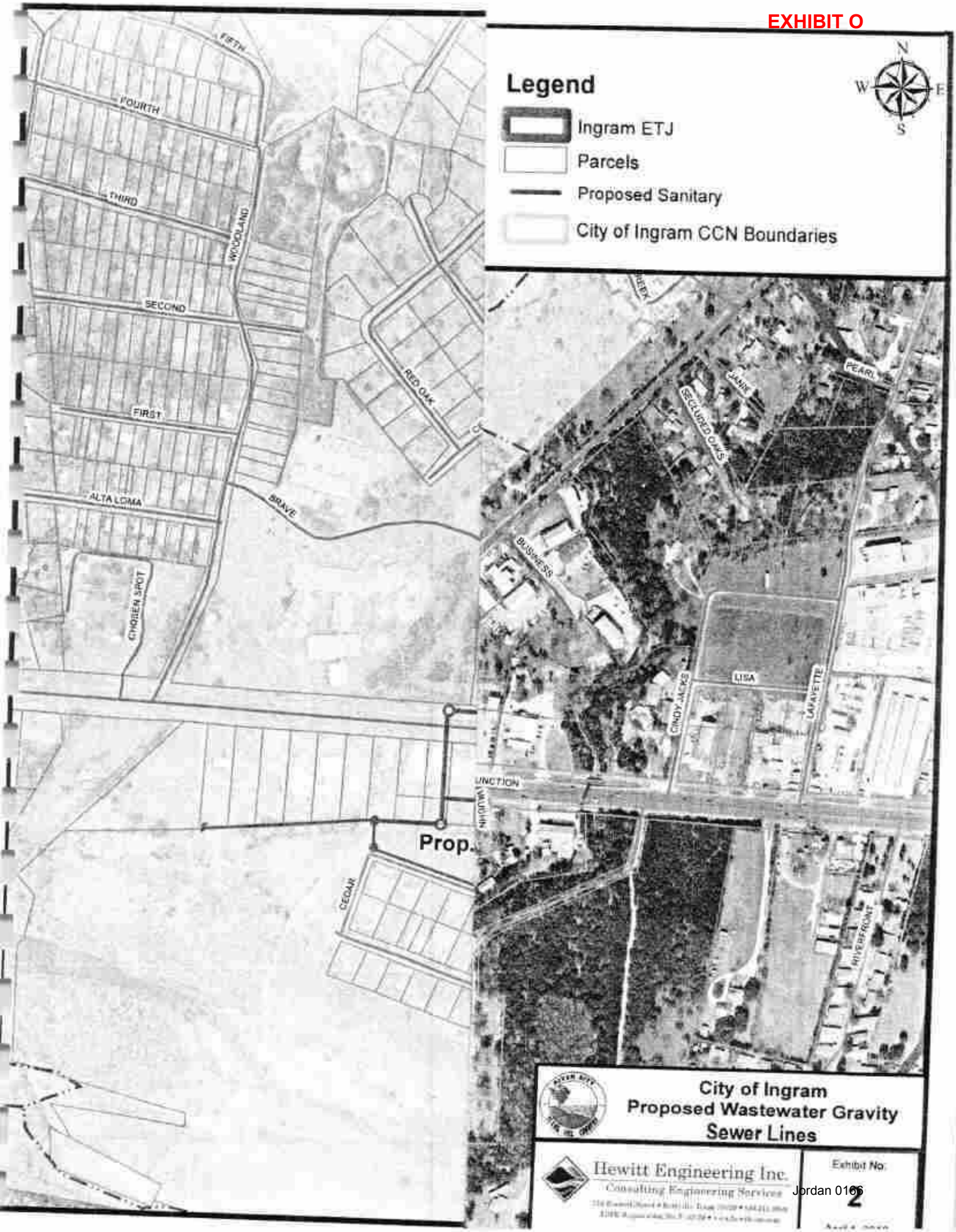

Legend
Ingram ETJ
Parcels
Proposed Sanitary
City of Ingram CCN Boundaries
N
W
E
S
FIFTH
FOURTH
THIRD
SECOND
FIRST
WOODLAND
RED OAK
ALTA LOMA
BRAVE
CHOREN SPOT
JANIE
SECLUDED OAKS
PEARL
BUSINESS
LISA
CINDY JACKS
LAFAYETTE
UNCTION
WILSON
CEDAR
RIVERFRONT
Prop.
City of Ingram
Proposed Wastewater Gravity
Sewer Lines
Hewitt Engineering Inc.
Consulting Engineering Services
Exhibit No.
2

EXHIBIT O

APPENDIX A

EXHIBIT O

EASTSIDE WASTEWATER GRAVITY SEWER LINES
SEWER LINE A

LINE A	LF	UNIT	UNIT COST	TOTAL
IMPROVEMENTS FOR NORTH LOTS (A-2)				
8-INCH SEWER LINE	1700	LF	$ 28	$ 47,600
8-INCH SEWER LINE (IN 16-inch CASING)	140	LF	$ 150	$ 21,000
MANHOLES	4	EA	$ 3,000	$ 12,000
PROPERTY ACQUISITION	0.06	ACRE	$ 20,000	$ 1,286
SUBTOTAL				$ 81,886
20% CONTINGENCIES				$ 16,377
CONSTRUCTION COST SUBTOTAL				$ 98,263
20% ENGINEERING AND ADDITIONAL COSTS				$ 19,653
TOTAL				$ 117,915
IMPROVEMENTS FOR CITY LOTS SOUTH SIDE (A-1)				
8-INCH SEWER LINE	500	LF	$ 28	$ 14,000
8-INCH SEWER LINE	1500	LF	$ 28	$ 42,000
MANHOLES	5	EA	$ 3,000	$ 15,000
PROPERTY ACQUISITION	0.05	ACRE	$ 20,000	$ 918
SUBTOTAL				$ 71,918
20% CONTINGENCIES				$ 14,384
CONSTRUCTION COST SUBTOTAL				$ 86,302
20% ENGINEERING AND ADDITIONAL COSTS				$ 17,260
TOTAL				$ 103,562
SERVICE AREA TOTAL				$ 221,478
ADDITIONAL COSTS FOR GREENWOOD FOREST UPSIZE				
INCREASE SEWER SIZE TO 10-INCH	1100	LF	$ 7	$ 7,700
INCREASE TO 8-INCH SEWER LINE (IN 16-inch CASING)	140	LF	$ 25	$ 3,500
SUBTOTAL				$ 11,200
20% CONTINGENCIES				$ 2,240
20% ENGINEERING AND ADDITIONAL COSTS				$ 2,688
TOTAL				$ 16,128

EXHIBIT O

EASTSIDE WASTEWATER GRAVITY SEWER LINES
SEWER LINE B

LINE B	LF	UNIT	UNIT COST	TOTAL
AREA B-1				
8-INCH SEWER LINE	800		$ 28	$ 22,400
MANHOLES	2		$ 3,000	$ 6,000
SUBTOTAL				$ 28,400
20% CONTINGENCIES				$ 5,680
CONSTRUCTION COST SUBTOTAL				$ 34,080
20% ENGINEERING AND ADDITIONAL COSTS				$ 6,816
TOTAL				$ 40,896
AREA B-2				
8-INCH SEWER LINE	800		$ 28	$ 22,400
MANHOLES	2		$ 3,000	$ 6,000
SUBTOTAL				$ 28,400
20% CONTINGENCIES				$ 5,680
CONSTRUCTION COST SUBTOTAL				$ 34,080
20% ENGINEERING AND ADDITIONAL COSTS				$ 6,816
TOTAL				$ 40,896
AREA B-1 & B-2				
8-INCH SEWER LINE (IN 16-Inch CASING)	140		$ 150	$ 21,000
8-INCH SEWER LINE	1400		$ 28	$ 39,200
MANHOLES	4		$ 3,000	$ 12,000
SUBTOTAL				$ 72,200
20% CONTINGENCIES				$ 14,440
CONSTRUCTION COST SUBTOTAL				$ 86,640
20% ENGINEERING AND ADDITIONAL COSTS				$ 17,328
TOTAL				$ 103,968
SERVICE AREA TOTAL				$ 185,760
ADDITIONAL COSTS FOR GREENWOOD FOREST UPSIZE				
INCREASE SEWER SIZE TO 10-INCH	2200		$ 7	$ 15,400
INCREASE TO 8-INCH SEWER LINE (IN CASING)	140		$ 25	$ 3,500
SUBTOTAL				$ 18,900
20% CONTINGENCIES				$ 3,780
20% ENGINEERING AND ADDITIONAL COSTS				$ 4,536
TOTAL				$ 27,216

EXHIBIT O

Ingram, City of

Project #: 73656

Total Project Cost

$1,185,000.00

IUP Year: 2014 *(Required for SRF Programs)*

Outlay Request #: 14

Time Period Covered (This Outlay)

From: 07/18/15 **To:** 08/05/15

Requested Amount: $ 93,121.27

Is this the final Request? ☑ Yes ☐ No

Program	Loan/Grant #	Expiration Date	Commitment Date	Closing Date	Amount
CWSRF	L1000282	12/31/14	12/05/13	04/16/14	$ 1,185,000.00
				TOTAL	$ 1,185,000.00

Entity:	City of Ingram
Entity Address:	230 Highway 39
City, State, ZIP:	Ingram, TX 78025-3264

Contact:	Ms. Stephanie Breckenridge
Contact Title:	City Secretary
Contact Phone:	(830) 367-5115
Contact Fax:	(830) 367-3175
Contact Email:	sbreckenridge@ingram.org

Outlay Contact:	Ms. Stephanie Breckenridge
Outlay Contact Title:	City Secretary
Outlay Contact Phone:	(830) 367-5115
Outlay Contact Fax:	(630) 367-3175
Outlay Contact Email:	sbreckenridge@ingram.org

Certification: I certify that to the best of my knowledge and belief that the billed costs hereon are in accordance with the above mentioned contract(s) and all work performed is in accordance with said contract(s).

Signature and Title of Authorized Representative

8-16-16
Date Signed

Brandon Rowan, Mayor
Print or Type Name and Title of Representative Signing

8303675115
Telephone Number

EXHIBIT O

SAYNE UTILITIES, INC.
P.O. BOX 1001
KINGSLAND, TX 78639

PROJECT: CENTRAL AND EASTSIDE WASTEWATER COLLECTION
OWNER: CITY OF INGRAM
ENGINEER: HEWITT ENGINEERING, INC.

PAY ESTIMATE PERIOD: 4/30/2016 - 07/13/2016
NOTICE TO PROCEED: 10/31/2014
ADDITIONAL DAYS: 200
SUBSTANTIAL COMPLETION DAYS: 200
SUBSTANTIAL COMPLETION DATE: 3/31/2016

PAY ESTIMATE: TWELVE
DATE: 7/13/2016
CONTRACT AMOUNT: $986,[illegible]
CHANGE ORDERS: $123,[illegible]
REVISED CONTRACT AMOUNT: $1,109,[illegible]
ADDITIONAL DAYS: 387
ORIGINAL COMPLETION DAYS: 250
FINAL COMPLETION DATE: 7/8/2016

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS PERIOD	THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	% COMPLETE
	BASE BID										
1	MOBILIZATION INCLUDING CONTRACT BONDS	1	LS	$ 15,400.00	$15,400.00	1		$0.00	1	$15,400.00	100%
2	8-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 0-10' CUT	5144	LF	$ 25.39	$130,[illegible]	5144		$0.00	5144	$130,[illegible]	100%
3	8-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 10-15' CUT	70	LF	$ 47.22	$3,305.40	70		$0.00	70	$3,305.40	100%
4	8-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 0-15' CUT	588	LF	$ 44.00	$25,[illegible]	588		$0.00	588	$25,[illegible]	100%
5	8-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 15-22' CUT	321	LF	$ 59.44	$19,[illegible]	321		$0.00	321	$19,[illegible]	100%
6	10-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 10-15' CUT	1173	LF	$ 40.35	$47,[illegible]	1173		$0.00	1173	$47,[illegible]	100%
7	10-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 15-20' CUT	481	LF	$ 69.22	$33,[illegible]	481		$0.00	481	$33,[illegible]	100%
8	10-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE GREATER THAN 20' CUT	1402	LF	$ 100.77	$141,[illegible]	1402		$0.00	1402	$141,[illegible]	100%
9	12-INCH DIAMETER PVC SDR-26 SANITARY SEWER LINE 0-10' CUT	[illegible]	LF	$ 46.98	$77,[illegible]	[illegible]		$0.00	[illegible]	$77,[illegible]	100%
10	MANHOLE 0-10' CUT	35	EA	$ 4,078.89	$142,[illegible]	35		$0.00	35	$142,[illegible]	100%
11	MANHOLE 10-15' CUT	4	EA	$ 5,[illegible]	$21,[illegible]	4		$0.00	4	$21,[illegible]	100%
12	MANHOLE 15-20' CUT	5	EA	$ 9,[illegible]	$49,[illegible]	5		$0.00	5	$49,[illegible]	100%
13	16" DIAMETER WELDED STEEL CASING BORED WITH SDR-26 PVC SEWER PIPE	106	LF	$ 185.[illegible]	$19,[illegible]	106		$0.00	106	$19,[illegible]	100%
14	20" DIAMETER WELDED STEEL CASING BORED WITH SDR-26 PVC SEWER PIPE	275	LF	$ 274.75	$[illegible]	275		$0.00	275	$[illegible]	100%
15	SERVICE CONNECTION	98	EA	$ [illegible]	$54,[illegible]	98		$0.00	98	$54,[illegible]	100%
16	TRENCH SAFETY SYSTEM	11968	LF	$ 0.[illegible]	$9,[illegible]	11968		$0.00	11968	$9,[illegible]	100%
17	CLEANING AND TESTING OF ALL LINES	1	LS	$ 5,500.00	$5,500.00	1		$0.00	1	$5,500.00	100%
18	VACUUM TESTS OF ALL MANHOLES	1	LS	$ 5,500.00	$5,500.00	1		$0.00	1	$5,500.00	100%
19	VIDEOS OF ALL SEWER LINES	1	LS	$ 11,000.00	$11,000.00	1		$0.00	1	$11,000.00	100%
20	FLOWABLE FILL	10	CY	$ 1[illegible]	$1,[illegible]	10		$0.00	10	$1,[illegible]	100%
21	CUT AND REPLACE PAVEMENT	900	SY	$ [illegible]	$18,[illegible]	900		$0.00	900	$17,[illegible]	100%
22	CUT AND REPLACE CONCRETE SLOPE PROTECTION	160	SY	$ [illegible]	$10,[illegible]	160		$0.00	160	$10,[illegible]	100%
23	PREPARATION AND INSTALLATION OF SWPPP	1	LS	$ [illegible]	$[illegible]	1		$0.00	1	$[illegible]	100%
24	PREPARATION AND INSTALLATION OF TRAFFIC CONTROL PLAN	1	LS	$ 3,800.00	$3,800.00	1		$0.00	1	$3,800.00	100%
	[illegible]				[illegible]			$0.00		[illegible]	100%
	[illegible]										
CO1.1	6" SERVICES	4	EA	$1,700.00	$ 6,800.00	0		[illegible]	0	$0.00	0%
CO1.2	2' x 48" MANHOLE RISER	1	EA	$1,400.00	$ 1,400.00	0		[illegible]	0	$0.00	0%
	[illegible]				$ [illegible]						[illegible]
	[illegible]										
CO2.1	6" SANITARY SEWER CONNECTIONS	4	EA	$1,700.00	$ 6,800.00	0		[illegible]	0	$0.00	0%
CO2.2	8" SANITARY SEWER MAIN EXTENSION AT LINE [illegible]	50	LF	$35.[illegible]	$ 1,750.00	0		[illegible]	0	$0.00	0%
CO2.3	REMOVE AND RE-INSTALL PRIVACY FENCE AT LINE [illegible] PRIVATE EASEMENT	1	LS	$1,200.00	$ 1,200.00	0		[illegible]	0	$0.00	0%
	[illegible]				[illegible]					[illegible]	[illegible]
	[illegible]										
CO3.1	6" SERVICES	18	EA	$1,700.00	$ 30,600.00	0		[illegible]	0	$0.00	0%
	[illegible]				[illegible]						[illegible]
	[illegible]										
CO4.1	[illegible] SERVICES	1	LS	$5,825.[illegible]	$ 5,825.[illegible]	1		$0.00	1	$5,825.[illegible]	100%
CO4.2	2' x 48" MANHOLE RISER	1	EA	$1,400.00	$ 1,400.00	1		$0.00	1	$1,400.00	100%
CO4.3	8" SANITARY SEWER MAIN EXTENSION AT LINE [illegible]	50	LF	$35.[illegible]	$ 1,750.00	50		$0.00	50	$1,750.00	100%
CO4.4	REMOVE AND INSTALL PRIVACY FENCE AT LINE [illegible] PRIVATE EASEMENT	1	LS	$1,200.00	$ 1,200.00	1		$0.00	1	$1,200.00	100%
CO4.5	CREDIT FOR CONCRETE MANHOLES RATHER THAN FIBERGLASS	1	LS	[illegible]	[illegible]	1		[illegible]	1	[illegible]	100%
CO4.6	[illegible] DIAMETER WELDED STEEL CASING BORED REDUCTION	[illegible]	LF	$[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	100%
CO4.7	[illegible]	1	LS	[illegible]	[illegible]	1		[illegible]	1	[illegible]	100%
CO4.8	ADDITIONAL CEMENT STABILIZED SAND AT [illegible] CREEK ENTRY	156	CY	$[illegible]	$ 14,[illegible]	156		$0.00	156	$14,[illegible]	100%
CO4.9	ADDITIONAL TRAFFIC CONTROL AT LINES [illegible]	1	LS	$5,[illegible]	$ 5,[illegible]	1		$0.00	1	$5,[illegible]	100%
CO4.10	ADDITIONAL TRAFFIC CONTROL AT LINES [illegible]	1	LS	$5,[illegible]	$ 5,[illegible]	1		$0.00	1	$5,[illegible]	100%
CO4.11	HORIZON MOTORS LINE EXTENSION AND MANHOLE	1	LS	$9,7[illegible]	$ 9,710.[illegible]	0.35		$0.00	0.35	$3,[illegible]	35%
CO4.12	[illegible] MARKET LINE EXTENSION	1	LS	$[illegible]	$ [illegible]	0.5	[illegible]	$[illegible]	[illegible]	$[illegible]	[illegible]

Jordan 0171

EXHIBIT O

[illegible]	EXTEND 4" SERVICES TO 8" SERVICES	27	EA	[illegible]	$	10,585.26	27			$0.00	27	$10,585.26	100%
	[illegible]					[illegible]				[illegible]		[illegible]	[illegible]
	[illegible]												
[illegible]	307 HWY 36 YARD LINE	1	LS	[illegible]	$	3,850.00	1			$0.00	1	$3,850.00	100%
[illegible]	235 HWY 36 YARD LINE	1	LS	[illegible]	$	3,650.00	1			$0.00	1	$3,650.00	100%
[illegible]	224 HWY 36 YARD LINE	1	LS	[illegible]	$	3,650.00	1			$0.00	1	$3,650.00	100%
[illegible]	108 FERRELL ST. YARD LINE	1	LS	[illegible]	$	3,650.00	1			$0.00	1	$3,650.00	100%
[illegible]	EROSION CONTROL TURF REINFORCEMENT MAT	[illegible]	SY	[illegible]	$	1,100.00	[illegible]			$0.00	[illegible]	$1,100.00	100%
	[illegible]					[illegible]				[illegible]		[illegible]	[illegible]
	[illegible]												
[illegible]	YARD LINE	1	LS	[illegible]	$	[illegible]		1		[illegible]	1	[illegible]	100%
	[illegible]					[illegible]				[illegible]		[illegible]	[illegible]
						[illegible]				[illegible]		[illegible]	[illegible]
				[illegible]		[illegible]							

TOTAL COMPLETE TO DATE		$1,108,841.26
LESS 0% RETAINAGE	$	-
SUBTOTAL		$1,108,841.26
MATERIALS ON HAND	$	-
SUBTOTAL		$1,108,841.26
LESS PREVIOUS APPLICATION	$	(1,015,867.73)
TOTAL DUE THIS PAYMENT		$92,973.53

INFINITE UTILITIES, INC — 7-25-2016 DATE

CITY OF JORDAN — 8-2-16 DATE

HEWITT ENGINEERING, INC. — 7/28/16 DATE

EXHIBIT O

INVOICE

CITY OF INGRAM
230 Hwy 39
Ingram TX 78025
(830)367-5115

Date	Invoice #
05/19/2015	1147

Bill To:

Claud Jordan
Bennett Jordan Septic Co.
PO Box 670
Ingram TX 78025

Due Date
05/19/2015
Terms
NET 90 DAYS

Item Code	Description	Net Amount
SAF	SYSTEM ACCESS FEE-104 Ingram Loop	3,800.00
TAP	TAP FEE- 104 Ingram Loop	1,200.00
	TOTAL	**5,000.00**

EXHIBIT O

EXHIBIT O

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Claud Jordan
PO Box 670
Ingram, TX 78025

9590 9402 2249 6193 1763 85

7010 3090 0002 4014 9255

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Tammy Gray
C. Date of Delivery 3-5-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

7010 3090 0002 4014 9255

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

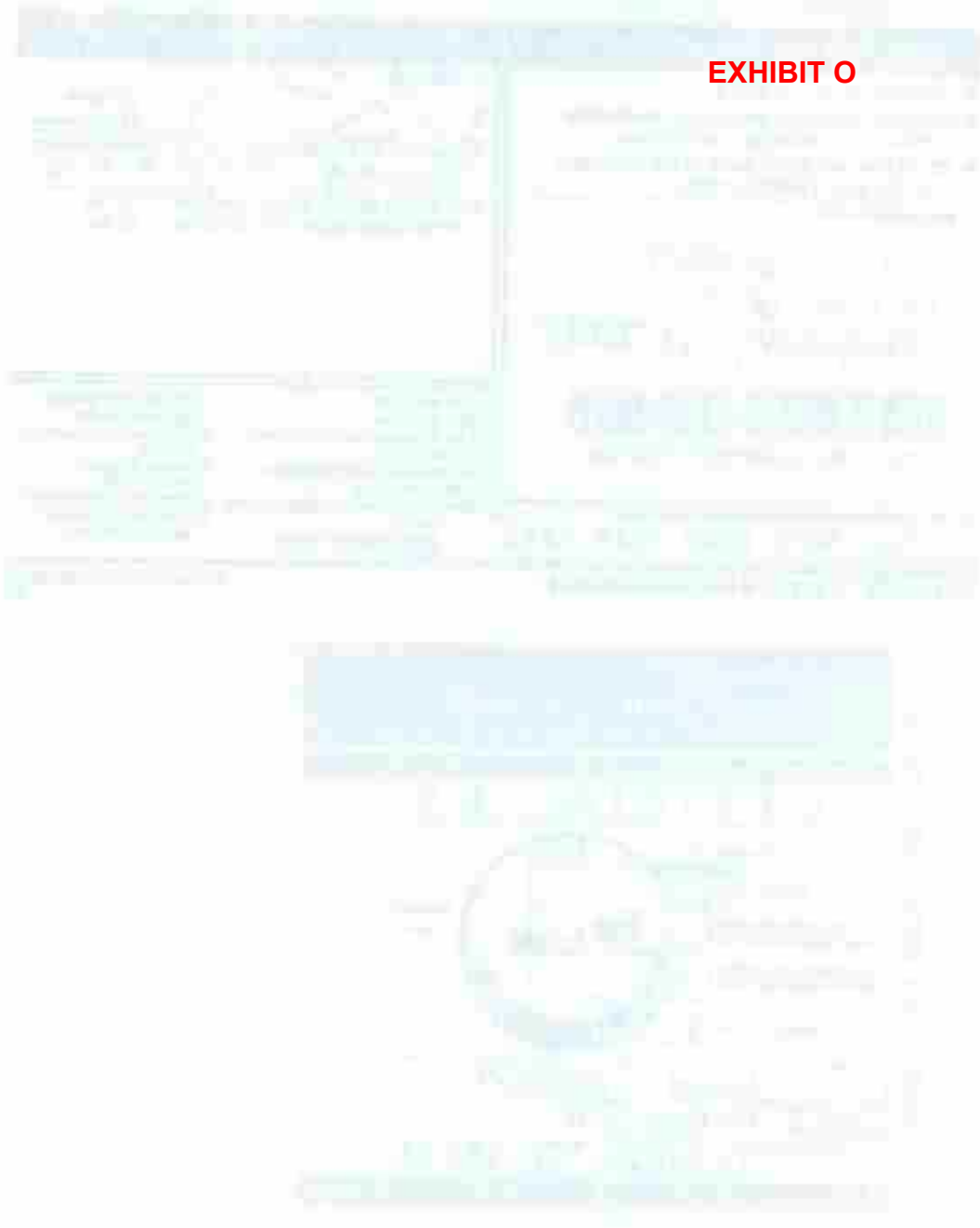
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

USPS
MAR - 1 2018
KERRVILLE TX 78028-9998
Postmark Here

Sent To: Claud Jordan
Street, Apt. No.; or PO Box No. PO Box 670
City, State, ZIP+4 Ingram, TX 78025

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT O



CITY OF INGRAM

230 Hwy 39
Ingram TX 78025
PHONE: (830)367-5115

CUSTOMER NO. 1011

EXHIBIT O

STATEMENT

Date	Page
02/28/2018	1

PAST DUE AFTER	AMOUNT DUE
01/30/2015	**5,000.00**

Bill To: Claud Jordan
Bennett Jordan Septic Co.
PO Box 670
Ingram TX 78025

Attention to:

$ _____
AMOUNT ENCLOSED

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF INGRAM
230 HWY 39
INGRAM TX 78025

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
(830)367-5115

CUSTOMER NO.	CUSTOMER NAME	BILLING DATE	PAYMENT DUE
1011	CLAUD JORDAN	02/28/2018	01/30/2015

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
01/09/2015	9	Business Registration	10.00	.00	10.00
05/19/2015	1147	Multiple	5,000.00	.00	5,010.00
03/04/2016	1159	BusReg	10.00	.00	5,020.00
06/30/2016	23	Payment	.00	20.00 -	5,000.00
01/01/2017	1345	BusReg	10.00	.00	5,010.00
01/05/2018	4	Payment	.00	10.00 -	5,000.00

PLEASE NOTE ANY CHANGES TO BUSINESS NAME OR ADDRESS

Balance Due 5,000.00

EXHIBIT O

EXHIBIT O

INVOICE

CITY OF INGRAM
230 Hwy 39
Ingram TX 78025
(830)367-5115

Date	Invoice #
05/19/2015	1147

Bill To:

Claud Jordan
Bennett Jordan Septic Co.
PO Box 670
Ingram TX 78025

PAST DUE

Due Date
05/19/2015
Terms:
NET 90 DAYS

Item Code	Description	Net Amount
SAF	SYSTEM ACCESS FEE-104 Ingram Loop	3,800.00
TAP	TAP FEE- 104 Ingram Loop	1,200.00
	TOTAL	**5,000.00**

EXHIBIT O

EXHIBIT O

INGRAM CITY COUNCIL
MINUTES OF REGULAR MEETING
ON OCTOBER 2, 2012

On Tuesday, October 2, 2012, the Ingram City Council meeting was called to order at 6:00 p.m. by James Salter, Mayor, in the City Hall Council Chambers, 230 Hwy 39, Ingram Texas.

MEMBERS PRESENT:

James Salter	Mayor	Brandon Rowan	Mayor Pro Tem
Monroe Schlabach	Alderman	John St. Clair	Alderman
Shirley Trees	Alderman	Jim Lopez	Alderman

STAFF PRESENT:

Dene' Huffaker	City Treasurer	Ilse Bailey	City Attorney
Stephanie Breckenridge	City Secretary		
Stan Neuse	City Administrator		

Call to order: 6:00 p.m.

1. VISITOR/CITIZENS FORUM:
None

Monroe Schlabach arrived at 6:05 p.m.

2. CONSENT AGENDA:
2A. Approval of minutes from the Regular City Council Meeting held September 18, 2012; 2B. paying bills as specified; and 2C. purchase orders as presented. Shirley Trees made a motion to approve the minutes from the Regular City Council meeting held on September 18, 2012; 2B. paying bills as specified and 2C. approval of purchase orders as presented. John St. Clair seconded and the motion carried 5 to 0 votes.

3. ORDINANCES AND RESOLUTIONS:
3A. Regarding Resolution No. 14-2012 establishing legal services fees. Brandon Rowan made a motion to approve Resolution No. 14-2012 establishing legal services fees. Monroe Schlabach seconded and the motion carried 5 to 0 votes.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Regarding presentation from First Southwest Finance Company. No action taken.

4B. Regarding general Financial Advisory Board contract with the City of Ingram. John St. Clair make a motion to postpone to next agenda. Shirley Trees seconded and the motion carried 5 to 0 votes.

4C. Regarding improvements at 138 Riverpark Dr. No action taken.

4D. Regarding amendment to Memorandum of Understanding for Ingram Municipal Judge. Monroe Schlabach made a motion to approve amendment to Memorandum of Understanding for Ingram Municipal Judge. Shirley Trees seconded and the motion carried 5 to 0 votes.

4E. Regarding authorizing Mayor to execute loan agreement for Public Works and Marshal vehicles. Jim Lopez made a motion to authorize Mayor to execute laon agreement for Public Works and Marshal vehicles. Brandon Rowan seconded and the motion carried 5 to 0 votes.

EXHIBIT O

4F. Regarding Wastewater Committee recommendations on Wastewater Ordinance No. 2010-2. Brandon Rowan made a motion to approve new wastewater increase of $0.80 per 1000 gallons. Shirley Trees seconded and the motion carried 5 to 0 votes.
*Shirley Trees made a motion to direct City Attorney to revise current Wastewater Ordinance No. 2012-2 and schedule a public hearing. John St. Clair seconded and the motion carried 5 to 0 votes.

4G. Regarding establishing Wastewater System Access Fee, Tap Fees, & Rates. Jim Lopez made a motion to set Wastewater System Access Fee at $5000.00 which includes one tap at the City's 20% discounted rate. Any additional taps will be $1200.00 per 4" & 6" tap fee plus the cost of the manhole, if required. Brandon Rowan seconded and the motion carried 5 to 0 votes.

5. INFORMATION AND DISCUSSION:
Personnel Committee met Thursday, September 27, 2010 and assigned Brad Rider the Captain position and eliminated the Investigator position in the Marshal's Department.

Utility Committee met Friday, September 28, 2012 and recommended the items listed above 4F & 4G.

6. EXECUTIVE SESSION:
The city council reserves the right to discuss any of the above items in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapters 551 and 552 of the Government Code of the State of Texas.

7. ADJOURNMENT:

Jim Lopez made a motion to adjourn. Shirley Trees seconded and the motion carried with the meeting adjourning at 8:14 p.m.

Respectfully submitted,

Stephanie Breckenridge
City Secretary

Approved By: James Salter October 16, 2012
James Salter, Mayor

Attest: Stephanie Breckenridge
Stephanie Breckenridge, City Secretary

EXHIBIT O

Mike Holzapfel

From: Mike Holzapfel <mholzapfel@ingramtx.com>
Sent: Thursday, May 10, 2018 2:00 PM
To: 'TXJCIC'
Subject: Photo-Array request- Ingram PD

To whom it may concern,

I, Asst. Chief Holzapfel, with the Ingram Police Department, am requesting a photo-array regarding the following criminal case:

1) **Case# 1800263**
2) **Case type- THEFT (felony)**
3) **Suspect- Claud Bennett Jordan Jr.**
4) **Suspect's Driver's License# 14281564**
5) **Suspect's ID Card# TX na**

Thank you for time and assistance.

Asst. Chief Holzapfel
Ingram Police Department
830-367-2636

Assistant Chief Mike Holzapfel

Ingram Police Department

226 Highway 39

Ingram, Texas 78025

(830) 367-2636- Office

(830) 367-3251- Fax

EXHIBIT O

Page: 1 of 2 Case #: 1800263

INGRAM POLICE DEPARTMENT VOLUNTARY STATEMENT
(With Legal Warnings)

Person giving statement: ARTURO RUBIO
Residence Address: 1202 VIEWCREST
City/State/Zip Code: GRANITE SHOALS, TEXAS
Home Phone: _____ Work Phone: _____ Cell Phone: _____
DOB: 08/17/1965 DL/ID#: 19650817 DL STATE: TEXAS

Location where statement given: INGRAM POLICE DEPARTMENT
Persons present during statement: _____

☐ I speak English. Education level: ☐ ____ th grade ☑ H.S. graduate ☐ College graduate

☑ This statement is being written by the officer at my request. Initials: _____

I am the person named above. I am giving this statement under oath to the peace officer whose signature appears below. He/She has warned me as follows:

_____ 1. I have the right to remain silent and not make any statement at all and that any statement I make may be Used against me at my trial;

_____ 2. Any statement I make may be used against me in court;

_____ 3. I have the right to have a lawyer present to advise me prior to and during any questioning;

_____ 4. If I am unable to employ a lawyer, I have the right to have a lawyer appointed to advise me prior to and during any questioning, and

_____ 5. I have the right to terminate the interview at any time. (I have initialed or checked each warning).

Prior to and during the making of this statement, I have knowingly, intelligently and voluntarily waived the rights set out above. I make the following statement of my own free will without promise or hope of reward, without fear or threat of physical harm, without persuasion or coercion, without favor or offer of favor and without leniency or promise of leniency. I realize that making a false statement could result in the filing of criminal charges against me for Perjury or False Report to a Police Officer.

On the 16 day of MAY, 2018, at or about 10:30 ☑ am / ☐ pm:

I, ARTURO RUBIO, PROVIDED OFFICER BYRON GRIFFIN SEVERAL PHOTOS THAT WERE SENT TO ME BY JOSE FLORES, WHO WAS THE FOREMAN OF THE PROJECT. I KNOW THAT MR JORDAN WAS THE OWNER OF THE PROPERTY AT 104 AND 106 INGRAM LOOP. I KNOW FROM OVERSEEING THE INSTALL OF PHASE II THAT THE INSTALL AT 104 INGRAM LOOP WAS EITHER A BASE BID OR AN ALTERNATE ONE OR TWO INSTALL. THE BASE BID INSTALL WAS $1350.00 AND ALTERNATES WERE $1600 FOR EACH UNIT. THESE INSTALLS WERE BID BASED ON WORK PERFORMED AND BID.

Initial: _____

EXHIBIT O

Page: ____ of 2 Case #: 1800263

AFTER LOOKING AT THE PLAN I OBSERVED THAT THIS PATICULAR INSTALL WAS SET AT THE COST OF BASE BID FOR 104 INGRAM LOOP BECAUSE IT WAS SOUTH INGRAM LOOP. WE PROVIDED ALL DRAWINGS TO OFFICER GRIFFIN. AT THE TIME OF INSTALL WE DID NOT KNOW THAT THIS BUILDING AT 104 INGRAM LOOP WAS A COMMERCIAL PROPERTY; WE WERE TOLD TO RUN A LINE TO A SMALL "SHACK" ON THE BACKSIDE OF THE BUILDING, WHICH WE DID. MR JORDAN PROVIDED THE PROPER PAPERWORK AND WE ASSUMED HE WAS OBEYING THE LAW.

I have read each page of this statement, initiated each page and placed my initials next to any corrections. I swear that the facts contained herein are true and correct.

05/16/2018 1114
Date Time

Signature of person giving voluntary statement

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority on this the _____ day of _____, _____.

Peace Officer, State of Texas

BYRON C GRIFFIN
Printed Name of Peace Officer

Initial: _____

10/2017 - INGRAM PD

EXHIBIT O

Page: 1 of 2

Case #: 1800263

INGRAM POLICE DEPARTMENT VOLUNTARY STATEMENT
(With Legal Warnings)

Person giving statement: Jose Munoz Flores
Residence Address: 137 E. Bluebriar
City/State/Zip Code: Granite Shoals, Tx. 78654
Home Phone: (512) 695-5604 Work Phone: _____ Cell Phone: (830) 798-5051
DOB: 10/12/64 DL/ID#: 11082644 DL STATE: TX

Location where statement given: Ingram Police Department
Persons present during statement: Asst. Chief Holzapfel

☑ I speak English. Education level: ☐ _____ th grade ☐ H.S. graduate ☐ College graduate

☐ This statement is being written by the officer at my request. Initials: _____

I am the person named above. I am giving this statement under oath to the peace officer whose signature appears below. He/She has warned me as follows:

_____ 1. I have the right to remain silent and not make any statement at all and that any statement I make may be Used against me at my trial;

_____ 2. Any statement I make may be used against me in court;

_____ 3. I have the right to have a lawyer present to advise me prior to and during any questioning;

_____ 4. If I am unable to employ a lawyer, I have the right to have a lawyer appointed to advise me prior to and during any questioning, and

_____ 5. I have the right to terminate the interview at any time. (I have initialed or checked each warning).

Prior to and during the making of this statement, I have knowingly, intelligently and voluntarily waived the rights set out above. I make the following statement of my own free will without promise or hope of reward, without fear or threat of physical harm, without persuasion or coercion, without favor or offer of favor and without leniency or promise of leniency. I realize that making a false statement could result in the filing of criminal charges against me for Perjury or False Report to a Police Officer.

On the 23 day of July, 2014, at or about _____, ☐ am / ☐ pm:

I was working as the Super-intendant for Qromex Construction Company installing sewer lines in Ingram Texas. On that particular day I began breaking ground to run a sewer line at 104 Ingram Loop for Mr. Claude Jordan. Two or three days before, I spoke with Mr. Jordan who walked me around the property of 104 Ingram Loop and told me where to run the sewer line. Mr. Jordan mentioned something about having a toilet in a building on the property, but I never actually saw a toilet, I just assumed one was there. He showed me where the sewer line and waste water line came from a shed located directly behind a big garage building on the same property.

Initial: JF

EXHIBIT O

Case #: 1800263

The shed looked more like an old storage shed or something like that. I never looked inside the shed and can't say if it had a toilet or sink. Mr. Jordan told me how (the direction) he wanted the line ran on his property.

Before running the line, I checked my list of eligible properties to be connected. This list was provided to me by my boss. I saw where 104 and 106 Ingram Loop was marked as "application received and approved." Because 104 Ingram Loop showed "application received and approved" I went ahead and hooked it up like I was supposed to.

The day we broke ground, 7/23/14, I ran a sewer line from the Clean-out to the shed located on Mr. Jordan's property. I disconnected the old lines coming from the shed, which had been going to the old septic, and connected the new lines. While doing the job I took pictures and drew a diagram depicted the job and measurements. This only took one day to hook up.

I have read each page of this statement, initiated each page and placed my initials next to any corrections. I swear that the facts contained herein are true and correct.

5/18/18 11:50 AM
Date Time

Jose Flores
Signature of person giving voluntary statement

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority on this the 16 day of May, 2018.

Peace Officer, State of Texas

H.C. Holzapfel
Printed Name of Peace Officer

Initial: JF

EXHIBIT O

TEXAS DEPARTMENT OF PUBLIC SAFETY
INTELLIGENCE AND COUNTERTERRORISM DIVISION

PRODUCT DISSEMINATION COVER SHEET

LAW ENFORCEMENT SENSITIVE

The content of this transmission contains information collected and analyzed for the advancement of a law enforcement purpose. As such, by accepting this transmission, the receiving law enforcement agency is representing that it has the right-to-receive and the need-to-know the following information. The right-to-receive assumes that the receiving agency has followed all necessary training requirements for access to certain databases, has executed any mandated agreement between the recipient and the entity maintaining the data, and that information obtained will be protected as required by the agreement.

The recipient agrees to not disseminate the following information to any person outside the recipient agency and to refer any other agency with a need- and right-to-know the information to the Texas Joint Crime Information Center for retrieval of the information in order that an audit log can be maintained. The following information shall be stored in a secure location that will prevent the compromise or theft of the information. Recipient agency understands that failure to abide by certain applicable laws could subject it to civil or criminal penalties.

Texas Department of Public Safety, Intelligence and Counterterrorism Division

EXHIBIT O

Texas Joint Crime Information Center

Analyst: SNR; TXJCIC Ph: 512-424-7981 - Created on 5/12/2018 2:48:00 AM

Requestor's Agency/ Name:	Ingram PD- Chief Michael Holzapfel	**Badge #:**	5102
Email Address:	mholzapfel@ingramtx.com	**Phone #:**	830-367-2636
Type of Investigation:	Theft Investigation	**Case #:**	1800263
Summary:	Ingram PD is requesting a photo array on subject regarding a Theft investigation		
Suspect/Business Name:	Claud Bennett JORDAN Jr	**DOB:**	10/31/1971
		SSN:	NA
		DL:	14281564
Miscellaneous # (FBI/SID)	NA		
Phone(s):	NA		
Address(es):	201 4th Street POB 670 Ingram, TX 78025 (per DLS)		
ALERTS:			

Person Profile

TXDL:

DL Number:	14281564
Name:	CLAUD BENNETT JORDAN
Date of Birth:	10311971
Photo:	

Address:	201 4TH STREET/POB 670, INGRAM, TX 780250000		
Race:	WHITE	Sex:	M
Height:	603	Weight:	220
Eye Color:	HAZEL	Hair Color:	BROWN
Image Date:	08272013	Class:	A
Expiration Date:	10312018	Restriction:	
CDL Flag:	Y	Endorsement:	N

Deconfliction: Negative

EXHIBIT O

TEXAS DEPARTMENT OF PUBLIC SAFETY
PHOTO ARRAY

TIME PHOTO SPREAD SHOWN 1032

DATE PHOTO SPREAD SHOWN 5-18-18

VIEWED BY Jose Flores

DATE OF OFFENSE 7-23-14

AGENCY INGRAM Police Department

OFFICER Inv. J. Beard

CASE # 1800263

EXHIBIT O

TEXAS DEPARTMENT OF PUBLIC SAFETY
PHOTO ARRAY

Administration...read instructions aloud

The folders in front of you contain photos. In a moment, I am going to ask you to look at the photos. The person who committed the crime may or may not be included in the photos.

I do not know whether the person being investigated is included. ☑ *(check box if this applies)*

Although I placed the photos into the folders, I have shuffled the folders so that right now I do not know which folder contains a particular photo.

Even if you identify someone during this procedure, I will continue to show you all photos in the series.

The investigation will continue whether or not you make an identification.

Keep in mind that things like hair styles, beards, and mustaches can be easily changed and that complexion colors may look slightly different in photographs.

You should not feel you have to make an identification. It is as important to exclude innocent persons as it is to identify the perpetrator.

You will look at the photos one at a time. When you open a folder, please open it in a manner that does not allow me to see the photo inside the folder. Take as much time as you need to look at each one.

When you have finished looking at a photo, close the folder and hand it to me. I will then ask you, "Is this the person you saw, _____?"

Take your time answering the question. If you answer "Yes," I will then ask you, "In your own words, can you describe how certain you are?"

Because you are involved in an ongoing investigation, in order to prevent compromising the investigation, you should avoid discussing this identification procedure or its results.

Do you understand the way the photo array procedure will be conducted and the other instructions I have given you?

Consent to Participate

I have read these instructions, or they have been read to me, and I understand the instructions. I am prepared to review the photographs, and I will follow the instructions provided on this form.

Witness Signature X Jose Flores **Date** 5-18-18

Information compiled from the Bill Blackwood Law Enforcement Management Institute of Texas Model Photo line-up policy (as required by 38.20 CCP)

Investigator Copy

EXHIBIT O

1

DATE:

SIGNATURE:

NOTES:

Not really

EXHIBIT O

2

DATE:

SIGNATURE:

NOTES:

no

Jordan 0193

EXHIBIT O

3

DATE: 5-18-18

SIGNATURE:

NOTES:

Probably him

EXHIBIT O

4

DATE:

SIGNATURE:

NOTES:

Not sure

EXHIBIT O

5

DATE:

SIGNATURE:

NOTES:

Not Him

EXHIBIT O

6

DATE:

SIGNATURE:

NOTES:

Not Sure

EXHIBIT O

City of Ingram

(830) 367-5115 230 Hwy 39 • Ingram, TX 78025 Fax (830) 367-3175

According to Ordinance 020706 "It shall hereafter be unlawful for any person, firm or corporation to conduct or carry on any business within the city limits until such person, firm or corporation registers such business with the City Secretary."

PLEASE PRINT

- Name of Business: DIVERSIFIED WOODWORKS
- Name of Owner: Billy Bob WALKER
- Address of business: 104 INGRAM LOOP
- Business Phone #: 830-739-0575
- Business Fax #: N/A
- Mailing Address: 106 INGRAM LOOP

NC

- Please describe the nature of your business: Cabinetry / Furniture Fabricator

You may obtain your business permit in person or by mail. If you choose to obtain your permit by mail simply send a check for $10.00 to the City of Ingram with the above mentioned information to:

City of Ingram
Business Permit
230 Hwy 39
Ingram, Texas 78025

The city will then mail your business permit back to you. If you have any questions, please do not hesitate to call 367-5115. Thank you for your business.

ENTERED JAN 24 2012

Respectfully,

Stephanie Breckenridge
City of Ingram
City Secretary

CITY OF INGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

I. **Summary of the Auditor's Results:**

1. The type of report issued on the financial statements of the City of Ingram was a: unmodified opinion.
2. Significant deficiencies in internal control were disclosed by the audit of the financial statements and were considered to be material weaknesses.
3. The audit did disclose noncompliance which is considered material to the financial statements of the auditee.
4. Significant deficiencies in internal control over major programs were disclosed by the audit and those deficiencies were considered to be material weaknesses.
5. The type of report the auditor issued on compliance for major programs - modified opinion.
6. The audit did disclose audit findings which the auditor is required to report. These include:

a) During the year USDA grant revenues were materially understated. Many deposits of grant revenues were posted to cash and accounts payable. Expenditures were then posted to cash and accounts payable. This resulted in a wash of grant revenues on the books.
b) Some deposits of grant revenues were not posted on the City's books.
c) The City did not follow generally accepted acounting principles at all times.
d) The City's bookkeeper made one-legged entries into the books.
e) Because of circumstances such as described above the auditor's report on compliance for major programs is other than an unmodified opinion.
f) There is no known suspected fraud which affects the Federal award. It is suspected that the findings are the result of inexperienced or incompetent bookkeeping staff and also due to a change of software during the year and inexperience with the workings of the software.

7. The major program tested was - Rural Utilites Service Program; CFDA # 10.76
8. The dollar threshold used to distinguish between Type A and Type B programs - $300,000.
9. The auditee qualified as a low-risk auditee.

II. **Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*.**

2014 - 1

Criteria: The City is required to use generally accepted accounting principals.

Effect: The City did not adhere to generally accepted accounting principals for keeping their books. This resulted in understatements and errors explained in I.6 above.

Cause: The general cause for the errors was inexperienced or incompetent personnel and a change of software during the year and personnel inexperience with the software.

Recommendations: Hire personnel experienced in bookkeeping and provide for training on software before making a major change.

Corrective Action: The City did hire someone experienced with City accounting and did provide for training by sending personnel to a week long training session and now has telephone and on-line consulting service available. The City also hired an expert to correct the accounting prior to completion of the audit and has that person available for consultation on an as needed basis.

Warrior hoops

Sports, Page 10

Comedies opening at Point, Playhouse 2000

Entertainment, Page 8,9

Homestead lifestyle

Explore Texas, Page 11

EXHIBIT Q

WEST KERR

Thursday
January 21, 2016

Serving Ingram, Hunt, Mountain Home, the Divide

Current

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VOL. XIII NO. 27 USPS 022498 WWW.WKCURRENT.COM

4 employees leave city positions

Council discusses filling vacancies

By Clint Schroeder
West Kerr Current

Four City of Ingram employees left their positions last week.

Ingram Police Chief Rowan Zachry retired effective Jan. 15, City Administrator John Washburn resigned, officer Jimmy Furr resigned from the police department and a person in an accounting position was terminated.

Ingram Mayor James Salter said Zachry's retirement, "was not unexpected at all."

He said Zachry served the city for 25 years and took accumulated vacation time to move up his anticipated retirement date a couple of months.

Washburn started at the city in June 2015 as a contract employee and council voted unanimously to hire him at its Oct. 20 meeting to work approximately 24 hours a week.

Washburn e-mailed his resignation last week effective as of 5 p.m. Jan. 14.

Neither Washburn nor Zachry were available for comment.

Salter said Furr has been looking for a different job for about a year and has accepted a job as a safety officer for a pipeline company.

The mayor said that reduces the marshal's department to four officers, but added the Kerr County Sheriff's Office will pick up the slack when needed.

See Ingram, Page 2

Photo by Irene Van Winkle

Top gate

Congratulations go to Trey Toler, left, and Baylan Fisher, representing Ingram FFA, on a great job and earning the top prize in the Gate category at the Ag Mechanics Show, which drew more than 60 competitors. The gate, bearing the motto, The Cowboy Way, was commissioned by the Bill and Tracy Moore family that owns Crider's Rodeo and Dancehall in Hunt.

Two fiber optic cuts disable 911 services

By Irene Van Winkle
West Kerr Current

Barely weeks after a fiber optic phone line was cut in Boerne for the fourth time in 2015, the nightmare repeated itself.

This first phone interruption of 2016 came early in the year, on Thursday, Jan. 13. It was the fifth on the same fiber optic line.

Despite taking additional precautions to keep 911 safe, having the new redundant line cut, said Kerr County Sheriff Rusty Hierholzer, was "the perfect storm."

The disruption hit in Boerne that morning around 8:40 a.m., and for part of the day, the redundant line to keep 911 stayed operational as it had

See 911, Page 12

Ingram ISD board gets update on bond work

By Clint Schroeder
West Kerr Current

The Ingram school board Monday heard an update on bond construction projects, held a public hearing on its 2014-15 Texas Academic Performance Report and approved an election agreement with Kerr County.

The district's accountability rating for 2015 is "Met Standard."

Ingram students exceeded Region and State scores in 4th Grade Writing, 5th Grade Reading, 6th Grade Reading, 8th Grade Reading and 8th Grade Science on the State of Texas Assessments of Academic Readiness (STAAR) tests.

Texas Education Agency report cards for the high school, middle school and elementary school campuses, which also "Met Standard," shows they all exceeded performance target scores in the areas of student achievement, student progress, closing performance games and postsecondary readiness.

Ingram Tom Moore High School received a Distinction Designation in Reading/English Language Arts; Ingram Middle School received Distinction Designations in Top 25% Student Progress; and Ingram Elementary School received Distinction Designations in Reading/English Language Arts, Science and

See Ingram ISD, Page 13

Mountain Home professor honored

"I wear a lot of different hats. People don't quite understand everything I do."
*— **Kathleen Hudson***

By Irene Van Winkle
West Kerr Current

Standing on stage with some of her personal musical heroes last week, Schreiner University Professor Dr. Kathleen Hudson, of Mountain Home, became an inductee into the Texas Songwriters Association Music Legends Hall of Fame.

Hudson said she was proud to be honored alongside the prestigious company of other legends such as Gary P. Nunn and Shake Russell to name a few.

The event took place during the Austin Songwriters Symposium on Thursday, Jan. 15. Added to her Peabody Award for her role in producing the radio series, "A Whole Lotta Shakin' Going On," and the Minnie Piper Stevens State Award for excellence in Education, this was another notable feather.

"I was surprised to see that I was the only woman being inducted," Hudson said.

See Honor, Page 14

Courtesy photo

Dr. Kathleen Hudson, third from left in front, is thrilled that she has been inducted into the Texas Songwriters Association Music Legends Hall of Fame. A professor at Schreiner University, Hudson also founded the Texas Heritage Music Foundation, wrote two books and has devoted herself to storytelling through music. Shown here at the ceremony in Austin last Thursday are, in front, from left, Gary P. Nunn, Scott Newton, Hudson, Bob Livingston, Patterson Barrett, Bill Browder and Dave Moerbe. At rear are, from left, Rick Minus, Ernie Gammage, Craig Hillis, Mike Tolleson, Rick Busby (emcee), Stephen Doster, Shake Russell, Roger Allen and Lee Duffy.

Mountain Home resident seeks Texas House seat

Stephanie Lochte Ertel, an attorney living in Mountain Home, has filed to run for House District 53 State Representative on the Democratic Party primary ballot.

She is the first Democrat in 20 years to seek to represent the people of Kerr and 11 other counties of House District 53 in the Texas House of Representatives.

Ertel is unopposed in the Democratic Party primary on March 1, 2016 but will face incumbent Andrew Murr of Junction in the general election in November 2016.

Low voter turnout in local and state elections (Texas was 49th among states in 2014) is a matter of great concern to Ertel. She hopes her candidacy will provide a choice to motivate voters who are con-

Stephanie Lochte Ertel

See Ertel, Page 14

ESD2 gets new member

By Irene Van Winkle
West Kerr Current

With the reinstallment of one sitting member and swearing in of a new member on its board of commissioners, Kerr County Emergency Services District No. 2 held its first meeting of the new year with nearly a complete slate.

One slot remains open to be filled on the board after the recent shuffling of members at the end of 2015: board members Ben Alves and Linda Garrett both stepped down, leaving Ken Edwards, Dene Huffaker and Jan Reeve to carry on.

Meanwhile, Kerr County Pct. 4 Commissioner Bob Reeves reappointed Huffaker, who agreed to continue for another term, and brought on board another well-known Mountain Home resident, Lee Hall, both of whom took their oaths of office, administered by Pct. 4 Judge Bill Ragsdale prior to the meeting.

"This is real service, you don't get any prestige or recognition, but our system doesn't work without people like you who do this job," Ragsdale said afterward.

Reeves said that he was working to find another person to fill the vacant slot, and hoped to get someone before the next ESD2 meeting. He asked that if any prospect came to mind, that any member of the board and/or public contact him.

Early on the agenda, the board elected its new officers: Huffaker was elected president, Edwards vice-president, Reeve secretary and Hall treasurer.

See ESD2, Page 5

Ingram marshal's report

Monday, January 11

1:17 a.m. — A disturbance in progress was reported in the 100 block of Hummingbird Ln. Upon realizing that neighbors had been alerted of the disturbance, everyone involved fled in two dark SUV's.

2:14 p.m. — A woman in the 200 block of Oak Leaf spoke to an officer regarding threats being made against her.

2:45 p.m. — A man in the 200 block of Hwy. 39 had a question about his ex-wife giving her fiancé permission to discipline his child. No offense had occurred.

3:35 p.m. — A woman in the 100 block of 6th St. reported that threats had been made.

5:40 p.m. — A very intoxicated 27-year-old woman was reportedly getting ready to leave a bar in the 3300 block of Junction Hwy. The woman was arrested for public intoxication.

8:35 p.m. — An intoxicated woman was reported at a store in the 3200 block of Junction Hwy. The woman was under the influence of narcotics and was taken to the hospital by EMS at her request. No offense had occurred.

Tuesday, January 12

3:02 p.m. — A welfare check was requested for a person on Bridge Rd. An officer checked the area but the person was not found.

Wednesday, January 13

12:15 a.m. — A family disturbance was reported in the 100 block of David Dr. It turned out it was only verbal and no offense had occurred.

8:08 a.m. — An officer patrolled traffic while a one-car accident was cleaned up in the 800 block of Hwy. 39.

3:10 p.m. — Two suspicious people were reported at the RV Park in the 100 block of Riverview Dr. The area was checked but the people weren't found.

Thursday, January 14

12:43 a.m. — A verbal disturbance was reported in the 100 block of Way Dr. The people involved resolved the dispute.

1:13 a.m. — A verbal disturbance was reported in the 100 block of Way Dr. One of the people involved left the house for the night to calm the situation.

3:38 a.m. — An officer noticed a trail of personal items on the center of the roadway in the 100 block of River Park. It turned out a lady who was walking on the road dropped them but claimed it was too dark to pick them up.

8:57 a.m. — A disturbance involving a 58-year-old man and 51-year-old man was reported in the 3200 block of Junction Hwy. Both men told the officer it was a mutual confrontation and neither wanted to file charges.

10:04 a.m. — A possible disturbance was reported in the 200 block of 2nd St. It turned out to be a woman yelling for her dog.

1:33 p.m. — An officer assisted with a lift assist in the 300 block of Louis.

3:01 p.m. — Property was found on Cedar Dr. An investigation is ongoing.

6:30 p.m. — An 18-year-old woman in the 3300 block of Junction Hwy. reported that she had met with a 15-year-old boy who was selling a phone. The boy then revealed that the phone was stolen from a phone company. An investigation is ongoing.

Friday, January 15

1:40 a.m. — A suspicious car was reported in the 100 block of Indian Creek.

8:53 a.m. — An accidental 911 call was made in the 2700 block of Junction Hwy.

10:43 a.m. — A woman in the 100 block of Riverview Dr. reported an injured deer on her property. The deer was put down at the woman's allowance due to the injuries it had sustained.

2:44 p.m. — A disturbance was reported in the 100 block of River Park Dr. It turned out to be a woman with mental problems who needed to go to the hospital. The woman had a friend take her and no offense occurred.

3:49 p.m. — A woman in the 200 block of Willow reported that she did not wish to release her child to the father because she was upset the father showed up two hours early.

4:15 p.m. — An officer was supposed to meet with a woman at the Ingram Police Department but the woman never showed.

8:20 p.m. — An officer helped a man in the 3100 block of Junction Hwy. locate his wallet after it had fallen off his car in the eastbound lane. The wallet and his checkbook were found and he was going to return to look for the rest of his property in the daylight. He was advised to cancel any credit or bank cards that he had.

Saturday, January 16

2:30 a.m. —An intoxicated man in the 100 block of Gray Moss was arrested for public intoxication.

5:23 a.m. — A woman in the 300 block of Josephine St. called 911 crying and stating that she needed help. An investigation showed that no offense had occurred.

7:58 a.m. — An officer assisted a man with looking for a wallet that he lost the night before in the 3100 block of Junction Hwy.

5:13 p.m. — A reckless driver was reported in the 500 block of Hwy. 39. The area was checked but the car was not seen.

5:24 p.m. —An officer noticed an open door at the Point Theatre. The officer cleared all the unsecure areas and advised the onsite grounds person of the open doors.

6:45 p.m. — A man in the 100 block of Clark was having an open burn in his backyard. The man was advised of the city ordinance and he put the fire out.

Sunday, January 17

2:26 a.m. — A residential alarm was activated in the 1500 block of Hwy. 39. The house was secure.

6:55 a.m. — A officer waited with a person who had fallen in the 500 block of Chestnut Oak until EMS arrived.

5:41 p.m. — An officer helped a woman in the 200 block of Old Ingram Loop who had fallen get back on her feet.

6:24 p.m. — An open door at the high school gym was reported. The building was cleared and the doors were secured.

West Kerr Calendar

EXHIBIT Q

Friday, January 22

Warrior basketball — vs. Jarrell, there, F/JV/V, 6/5/7:30 p.m

Lady Warrior basketball — vs. Jarrell, there, JV/V, 5/6:15 p.m.

Tuesday, January 26

Warrior basketball — vs. Blanco, here, F/JV/V, 6/5/7:30 p.m

Lady Warrior basketball — vs. Blanco, here, JV/V, 5/6:15 p.m.

Friday, January 29

Warrior basketball — vs. Georgetown Gateway, here, F/JV/V, 6/5/7:30 p.m

Lady Warrior basketball — open

West Kerr Weather

Rainfall

Source: Ingram observer for National Weather Service.
Observations taken 8 a.m. to 8 a.m. at IVFD fire station.

Tuesday, January 12 - Tuesday, January 19

Tuesday 1/12	0.00 in.	Saturday 1/16	0.00 in.
Wednesday 1/13	0.00 in.	Sunday 1/17	0.00 in.
Thursday 1/14	0.00 in.	Monday 1/18	0.00 in.
Friday 1/15	0.00 in.	Tuesday 1/19	0.00 in.
January 2016	.90 in.	Total for 2012	22.73 in.
December 2015	2.20 in.	Total for 2011	11.63 in.
Total for 2015	37.27 in.	Total for 2010	27.24 in.
Total for 2014	19.12 in.	Total for 2009	31.52 in.
Total for 2013	24.75 in.	Avg. annual rainfall	31.65 in.

Burn ban lifted in all precincts

Since conditions change frequently, for latest updates call Pct. 4 Commissioner Bob Reeves at 792-2215 or the sheriff's office at 896-1216. The Burn Ban Hotline is **315-BURN (2876).**

Ingram

Continued from Page 1

"Law enforcement will continue as usual with the safety of our citizens as the first priority," he said.

At Tuesday's City Council meeting, members discussed the police chief vacancy.

Salter recalled a former council member once mentioned that the City of Mason has an interlocal agreement with the sheriff's department to provide law enforcement services in the city.

He suggested an interlocal agreement with the Kerr County Sheriff's Office might be an option for Ingram that might result in savings of some $200,000, which could be spent on improving city streets.

Council Member Brandon Rowan said he feels it is council's responsibility to do due diligence and hear a presentation on that option, although several members opposed it.

It was noted that under an interlocal agreement, a number of deputies could be assigned just to cover the Ingram area, and another stipulation might be to employ current Ingram officers to do it.

Council Member Jimmy Lopez made a motion not to seek a presentation, with members Claud Jordan, Nelda Mitchell and Lopez voting in favor and John St. Clair and Rowan voting against it.

There was further discussion about how to proceed with filling the police chief position, with Rowan favoring seeking applications for the position.

Other members wanted the position to be filled by a current Ingram officer.

In the absence of a city administrator, the responsibility of filling the position falls to the mayor, who said he would consult with City Attorney Patrick O'Fiel and make a decision on how to proceed.

In a discussion of filling the city administrator position, which is council's responsibility, the consensus was to seek applications, interview applicants and make a selection.

During the Visitor/Citizens Forum portion of the meeting, San Antonio attorney David Earl said he is representing the employee who was terminated, and urged the city to reconsider the termination.

WEST KERR Current

USPS 022498

A weekly newspaper serving Ingram, Hunt, Mountain Home, the Divide

107-A Hwy. 39, Ingram, Texas 78025
Tel: 830 367-3501 Fax: 367-3064
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Editor and Publisher	Clint Schroeder
Advertising & Marketing	Nancy Schroeder
Sales:	Irene Van Winkle
Sports Editor	Danny Schroeder
Reporter	Irene Van Winkle

Contributing writers and photographers: Jacquie Bovée, Tony Gallucci, David Schroeder, Danny Schroeder, David Steinbrunner, Linda Tarrant, Carol Wier and Tina Woods.

TEXAS PRESS ASSOCIATION BETTER NEWSPAPER CONTEST AWARD WINNER 2015

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IVFD fire report

INGRAM VOLUNTEER FIRE DEPARTMENT
www.ingramvfd.com
Ray Lynch, Chief
Emergency: 9-1-1
Business office: 367-5641
Fax: 367-3073
P.O. Box 271
Ingram, TX 78025

Alarms

1-15-16, 6:15 p.m., landing zone for medical helicopter, Ingram helipad.

1-17-16, 12:44 p.m., chimney fire, 148 Hideaway Circle.

EXHIBIT R

Ingram mayor resigns

By Sean Batura News Producer sean.batura@dailytimes.com | Posted: Thursday, January 28, 2016 12:00 am

James Salter

Little more than a week after Ingram's city manager and police chief resigned, the mayor followed suit.

James Salter relinquished the mayorship on Wednesday, leaving Mayor Pro Tem Brandon Rowan carry out mayoral functions.

It's not clear why Salter stepped down; he didn't answer requests for comment.

"I didn't see it coming, but it's gonna work out," said Rowan not long after he received Salter's resignation by email.

The mayor's spot was up for election in May, along with two other council seats: the mayor pro tem position and the spot occupied by Alderman Jimmy Lopez.

Before Salter's resignation, Ingram's aldermen already were expected to formally call the election for the three seats during their regular meeting on Feb. 2, Rowan said.

Little more than a week ago, City Administrator John Washburn resigned, as did Police Chief Rowan Zachry. It's not yet clear how the three resignations may be related to one another; or whether they are related to the firing two weeks ago of a part-time employee who did accounting work; or to the departure of Jimmy Furr, a police officer who resigned two weeks ago to take a job elsewhere.

Rumors and speculation also abounded after three city staff members were dismissed in 2014 by then-City Manager Stan Neuse ; and likewise after a police officer married to one of those employees was later demoted in rank but not pay.

Nuese resigned in April 2015, citing health reasons.

"We have a lot of issues we need to tackle before the election," Rowan said. "The police chief position and the city administrator position — those are two of the top priorities, in my book, that we need to address."

Salter, who grew up in Ingram and owns and runs a wood craftsman shop there, had been on the council since he was appointed in 2007 to fill an alderman's un-expired term. He was elected to the alderman post in May 2008.

Salter was appointed mayor in late 2008 after the sitting mayor was ousted, pursuant to state law, for missing three consecutive regular meetings without the council's permission. Salter ran unopposed in 2010 and 2012.

Rowan, who owns a lawn maintenance and irrigation company, was first appointed to the council in 2009 to fill a vacancy. He was elected in 2010 and has won two races since then.

Jordan 0202

CITY OF INGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

I. **Summary of the Auditor's Results:**

1. The type of report issued on the financial statements of the City of Ingram was a: unmodified opinion.
2. Significant deficiencies in internal control were disclosed by the audit of the financial statements and were considered to be material weaknesses.
3. The audit did disclose noncompliance which is considered material to the financial statements of the auditee.
4. Significant deficiencies in internal control over major programs were disclosed by the audit and those deficiencies were considered to be material weaknesses.
5. The type of report the auditor issued on compliance for major programs - modified opinion.
6. The audit did disclose audit findings which the auditor is required to report. These include:

a) During the year USDA grant revenues were materially understated. Many deposits of grant revenues were posted to cash and accounts payable. Expenditures were then posted to cash and accounts payable. This resulted in a wash of grant revenues on the books.
b) Some deposits of grant revenues were not posted on the City's books.
c) The City did not follow generally accepted acounting principles at all times.
d) The City's bookkeeper made one-legged entries into the books.
e) Because of circumstances such as described above the auditor's report on compliance for major programs is other than an unmodified opinion.
f) There is no known suspected fraud which affects the Federal award. It is suspected that the findings are the result of inexperienced or incompetent bookkeeping staff and also due to a change of software during the year and inexperience with the workings of the software.

7. The major program tested was - Rural Utilites Service Program; CFDA # 10.76
8. The dollar threshold used to distinguish between Type A and Type B programs - $300,000.
9. The auditee qualified as a low-risk auditee.

II. **Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*.**

2014 - 1

Criteria: The City is required to use generally accepted accounting principals.

Effect: The City did not adhere to generally accepted accounting principals for keeping their books. This resulted in understatements and errors explained in I.6 above.

Cause: The general cause for the errors was inexperienced or incompetent personnel and a change of software during the year and personnel inexperience with the software.

Recommendations: Hire personnel experienced in bookkeeping and provide for training on software before making a major change.

Corrective Action: The City did hire someone experienced with City accounting and did provide for training by sending personnel to a week long training session and now has telephone and on-line consulting service available. The City also hired an expert to correct the accounting prior to completion of the audit and has that person available for consultation on an as needed basis.

CITY OF INGRAM, TEXAS

Schedule of Findings and Questioned Costs
Year Ended September 30, 2015

EXHIBIT S

I. Summary of Auditor's Results

1. The type of report issued on the financial statements of the City of Ingram was a: unmodified opinion.
2. Significant deficiencies in internal control were disclosed by the audit of the financial statements and were considered to be material weaknesses.
3. The audit did disclose noncompliance which is considered material to the financial statements of the auditee.
4. Significant deficiencies in internal control over major programs were disclosed by the audit and those deficiencies were considered to be material weaknesses.
5. The type of report the auditor issued on compliance for major programs was an: unmodified opinion.
6. The audit did disclose audit findings which the auditor is required to report. These include:

The City did not follow generally accepted accounting principles at all times particularly in recording accounts receivable and accounts payable related to the major programs.

The Single Audit for the City was due 9 months after the fiscal year end. The audit report for the fiscal year ending 9/30/14 was not issued until November of 2016. The 9/30/15 Single Audit was delinquent prior to the issuance of the prior year audit report.

Debt covenants require the City to make monthly transfers and deposits into an interest and sinking fund equal to $1/12^{th}$ of the annual debt service. This was not done every month.

There is no known suspected fraud which affects the Federal awards. It is suspected that the findings are a result of unqualified staff and turnover in the bookkeeping staff.

7. The major programs tested were: Rural Utilities Service Program; CFDA #10.76
   Clean Water State Revolving Fund; CFDA #66.458
8. The dollar threshold used to distinguish between Type A and Type B programs - $300,000.
9. The auditee qualified as a high-risk auditee.

II. Findings Related to the Financial Statements Which are Required to be Reported in Accordance with *Generally Accepted Auditing Standards*

2015- 1

Criteria: The City is required to use generally accepted accounting principles.

Condition: The City did not adhere to generally accepted accounting principles in recording receivables and payables.

Effect: During the audit I discovered several significant adjustments that were not detected and corrected by management related to the above mentioned items.

Cause: Turnover has left the City without qualified bookkeeping staff.

Repeat Finding: This is a repeat finding of 2014-1

EXHIBIT T

INGRAM CITY COUNCIL
MINUTES OF REGULAR MEETING
ON TUESDAY, APRIL 3, 2018

MEMBERS PRESENT:

Brandon Rowan	Mayor	William Warren	Council Member
Jim Lopez	Council Member	Claud Jordan	Council Member
John St. Clair	Council Member	Shirley Trees	Council Member

STAFF PRESENT:

Mark Bosma	City Administrator	Byron Griffin	Police Chief
Stephanie Breckenridge	City Secretary	Patrick O'Fiel	City Attorney

CALL TO ORDER-REGULAR MEETING 6:00 p.m.

Prayer by John St. Clair

1. **VISITOR/CITIZENS FORUM**:

Any citizen with business not scheduled on the agenda may speak to the council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers speaking on the same subject and each speaker is limited to three minutes. **None**

2. **CONSENT AGENDA**:

All items listed below within the consent agenda are considered to be routine by City Council and will be enacted with one motion. There will be no separate discussion of items unless the Mayor or council member so requests, in which event the item will be removed from the general order of business and considered in its normal sequence. Jim Lopez made a motion to approve minutes from city council meetings held on March 20, 2018. Shirley Trees seconded and the motion carried 5 to 0 votes.

3. **ORDINANCES AND RESOLUTIONS**:

None

4. **CONSIDERATION AND POSSIBLE ACTION**:

4A. Regarding extension for additional 10 years on lease with the Ingram Volunteer Fire Department for land use. No action taken.

4B. Regarding (FOIA) Freedom of Information Act/Open Records Requests. No action taken.

4C. Regarding donation from Mark & Kathy Bosma. Jim Lopez made a motion to accept donation of framed city street dance shirt with $90 value from Mark & Kathy Bosma. William Warren seconded and the motion carried 5 to 0 votes.

5. **CITY ADMINISTRATORS REPORT:**

None

6. **STAFF REPORTS:**
Police Chief, Byron Griffin discussed March 2018 stats & new Records Management System is in place and functioning.

7. **INFORMATION AND DISCUSSION:**

Paid Bills Register

8. **COMMITTEE REPORTS:**

Ordinance Review Committee met on Tuesday, April 3, 2018 to discuss discharge of firearms in the city limits.

9. **EXECUTIVE SESSION:**

The city council reserves the right to discuss any of the following items in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapters 551 and 552 of the Government Code of the State of Texas.

10. **ADJOURNMENT:**

Jim Lopez made a motion to adjourn. Claud Jordan seconded and the motion carried with the meeting adjourning at 6:36 p.m.

Respectfully submitted,
Stephanie Breckenridge, City Secretary

Approved By: _____ April 17, 2018
Brandon Rowan, Mayor

Attest: Stephanie Breckenridge
Stephanie Breckenridge, City Secretary

EXHIBIT U

Freedom of Information requests deluge City Hall

By Clint Schroeder
West Kerr Current

Ingram City Hall has been flooded with Freedom of Information Act-Open Records Act requests since mid-January, Ingram City Council members were advised at Tuesday's meeting.

Officials said processing the requests is costing taxpayers time and money.

Included in Tuesday's agenda package were 59 requests for information, mostly about the city's commercial wastewater system, but also asking for information regarding the employment of City Administrator Mark Bosma, census bureau records from 1989-2017, lack of potable water from 2003-present (the city does not own a water system), audits and the RV ordinance, among others.

"I think it's important that you see the number of open records requests we've had," Bosma said.

"They have the right to those documents, no question about that," Bosma said. "It's just a lot of extra work that's going on in the office and I think its important that you're aware of it."

City Attorney Patrick O'Fiel said it's having an effect on the budget, and if it's a request they have to object to, it might cost $500-800 drafting a response, doing the research and gathering the records.

"It is having a negative impact on the budget and the

See Council, Page 3

59 requests filed since mid-January:

The following is a list of the 59 Freedom of Information Act/Open Records requests received by the city.

The list shows the date of the request, what the request seeks, and the requester.

The actual requests, some of which ask for information on specific addresses, can be seen online by going to the city's website and clicking on agendas under the City Government tab, and selecting the April 3, 2018 agenda.

Here are the requests:

1. 3/16/18; request for wastewater account numbers for 10 addresses on Junction Hwy., Hwy. 39, Old Ingram Loop; John Sheffield, hand-delivered by Claud Jordan

2. 3/12/18; copies of Phase 1 and Phase 2

See Requests, 13

Easter fun

The egg scramble is on as goodies Saturday at The Par

page 14.

ITM seniors awarded Cailloux scholarships

Jordan 0207

production is expected to take place in three more years.

EXHIBIT U

is a Democrat, we are reaching out to Democrats, Republicans, Independents, Progressives, Libertarians and Hermits alike. Bring a friend who disagrees with you!"

Dare to listen. Dare to disagree without losing friends or making enemies. Dare to step outside your echo chamber or even disagree with others inside your own echo chamber. Dare to search for out-of-the-box solutions to local, state and national problems by having crucial conversations with people of differing ideas and philosophies. Overcome labels and taunts and anger toreach a deeper understanding of each other.

"We are using the principles of Non-Violent Communication as pioneered by Marshall Rosenberg," Meek said.

Council

Continued from Page 1

staff's time, but that is part of their job," O'Fiel said.

The requests are reviewed by the city attorney, and some responses may require hundreds of pages of documents.

Bosma said City Secretary Stephanie Breckenridge has probably spent 40 hours on the requests and City Clerk April Sublett about 15 hours.

Requesters pay 10 cents a page for printed information. Council Member Jim Lopez asked if the city could charge more for each page, and Breckenridge said the 10-cent per page cost is set by the state.

Of the 59 requests, 46 are from Ole Ingram Grocery owner John Sheffield, four are from Ingram City Council Member Claud Jordan, five are from resident Twanda Brown and four are from resident Scott McCutcheon.

"I'm just gathering knowledge of the city," Sheffield said of his requests.

Some requests are for wastewater account numbers for specific addresses, which O'Fiel said the city won't divulge because of privacy issues to protect third parties.

He said some requests are sent to the state attorney general for an opinion.

Mayor Brandon Rowan asked if the city was meeting the 10-day response time.

"We want to make sure we're in compliance," he said.

It was noted there is limited staff at City Hall to work on the requests.

"I would say at some point if it continues and this is the new standard of what's going to happen, maybe the city needs to look at hiring somebody else," O'Fiel said. "That's only gong to affect the taxpayers."

Bosma said someone sent a photo of an existing wastewater line to the Texas Commission on Environmental Quality complaining about the line.

He said a TCEQ employee had to come from San Antonio to inspect it and found nothing wrong and the case was closed.

"These are the types of things we're dealing with, not just open records requests, but things like this," Bosma said. "It's unhelpful."

Council Member Shirley Trees asked O'Fiel to look

Death notices

Lavona Jean Wagner, 83, of Mountain Home, Texas passed from this life into heaven on March 22, 2018. Funeral arrangements are by Wright's Funeral Parlor.

Cody David Watters, age 29, of San Antonio, Texas passed away at University Hospital on Tuesday, March 27, 2018 from injuries sustained in a motor vehicle accident on March 26, 2018. Funeral arrangements are by Grimes Funeral Chapels.

Janel Leary, age 80, of Kerrville, passed away Friday, March 30, 2018 at her residence. Funeral arrangements are by Grimes Funeral Chapels.

Nolan Lee Stegink, 86, passed away March 31, 2018 in Kerrville. Funeral arrangements are by Wright's Funeral Parlor.

Rachel Jane Hartley, age 3, of Kerrville, passed away Saturday, March 31, 2018 in Kerrville. Funeral arrangements are by Grimes Funeral Chapels.

Neil W. Day, 72, of Kerrville, Texas passed from this life in Kerrville, Texas on Saturday, March 31, 2018. Funeral arrangements are by Kerrville Funeral Home.

Robert Van Harrison, age 67, of Kerrville, passed away Sunday, April 1, 2018 at his residence. Funeral arrangements are by Grimes Funeral Chapels.

James Mason Lynch, age 68, of Kerrville, passed away Monday, April 2, 2018 in a local hospital. Funeral arrangements are by Grimes Funeral Chapels.

Tyrus (Ty) Bernard Koch, 76, of Kerrville, passed from this life, April 2, 2018 in Kerrville at Peterson Regional Medical Center. Funeral arrangements are by Kerrville Funeral Home.

Lisa M. Frazar, age 56, of Kerrville, passed away Tuesday, April 3, 2018 in a local care center.Funeral arrangements are by Grimes Funeral Chapels.

Mary L. Babb, 78, of Kerrville, Texas passed from this life in Kerrville on Tuesday, April 3, 2018. Funeral arrangements are by Kerrville Funeral Home.

Trivia test by Fifi Rodriguez

1. U.S. CITIES: Which U.S. city is popularly known as "Beantown"?
2. MUSIC: What was the best-selling music single of all time?
3. MYTHOLOGY: In Greek mythology, how many graces are there?
4. TRANSPORTATION: Which major airport is known by the three-letter code DCA?
5. TELEVISION: What are the names of the two Muppet characters that heckle the cast from their balcony seats?
6. LITERATURE: What is the first name of Agatha Christie's detective

Jordan 0208

...Fredericksburg. The next already has its own.

Following the ceremony, from 11 a.m.-4 p.m., there will on FM 480.

For more information, call FTRA at 830-990-1192.

EXHIBIT U

"I would say at some point it continues and this is the ew standard of what's going happen, maybe the city eds to look at hiring some-dy else," O'Fiel said. hat's only gong to affect the xpayers."

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He said a TCEQ employee d to come from San ntonio to inspect it and nd nothing wrong and the e was closed.

"These are the types of ngs we're dealing with, not t open records requests, but ngs like this," Bosma said. 's unhelpful."

Council Member Shirley es asked O'Fiel to look into possible conflicts of interest with a council member and his business as it relates to wastewater.

Sheffield is one of six business owners who has not hooked on to the city wastewater system. Two residents also have not connected, although residences were connected at no charge under the terms of a USDA grant.

The city requires businesses to pay a $1,200 tap fee and a $3,800 wastewater system access fee, to connect.

There currently are 584 residential customers on the system and 87 non-residential.

Those who haven't connected to the wastewater have been given notices of the requirement to connect to the city sewer system and have cases that will go to trial in the near future.

Sheffield filed a federal lawsuit in 2015 against the city. The city's insurer in April 2017 paid $17,500 from the Texas Municipal League Intergovenmental Risk Pool to Sheffield and his attorney in a court-approved settlement.

Among many other allegations, the suit sought damages for alleged libel by city officials and asked the court to declare the city's fee schedule constitutionally invalid.

The settlement agreement doesn't address the issue of Ole Ingram Grocery connecting to the city sewer.

Bosma said the public has a right to the information in the requests and he said Monday that one requester said they just want the truth.

"The truth about what? If you want the truth tell people what you're talking about," Bosma said. "People make mistakes, that's one thing, but they're not going to find anything intentional.

"If people come in and they say, 'Hey, I can't afford this,' we work out any kind of payment plan we can to help them get on the system, and why wouldn't we? And that's what we've been doing."

Tyrus (Ty) Bernard Koch, ... of Kerrville, passed from ... life, April 2, 2018 in ...rville at Peterson Regional ...dical Center. Funeral ...angements are by Kerrville ...eral Home.

Lisa M. Frazar, age 56, of ...rville, passed away ...sday, April 3, 2018 in a ...l care center.Funeral ...angements are by Grimes ...eral Chapels.

Mary L. Babb, 78, of ...rville, Texas passed from ... life in Kerrville on ...sday, April 3, 2018. ...eral arrangements are by ...ville Funeral Home.

A Thought For The Week

By John M. Grimes

We all know that yesterday's tomorrow is now today and tomorrow will make today another yesterday. Once tomorrow comes, today will be forever gone . . . There is not substitute, no replacement . . .

Common sense tells us the uncertainties of fate indicate tomorrow may be too late to tackle the job we haven't done . . . too late to write a letter . . . or in today's world too late to text a message . . . too late to phone a

Jordan 0209

EXHIBIT V

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

Initial:

RECEIVED
FEB 05 2018

The City of Ingram
230 Highway 39
Kerrville, TX 78025

ACCOUNT STATEMENT

Prepared for:
The City of Ingram

RE:
General

Previous Balance	$0.00
Current Charges	$107.00
New Balance	$107.00
Adjustments	$0.00
Payments	($465.00)
Now Due	$107.00
Trust Account	$0.00

1099100 SOR

ENTERED FEB 13 2018

EXHIBIT V

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

The City of Ingram
230 Highway 39
Kerrville, TX 78025

INVOICE

The City of Ingram
230 Highway 39
Kerrville, TX 78025

Invoice Date	February 02, 2018
Invoice Number	15008
Invoice Amount	$107.00

Matter: General

Attorney's Fees				
12/27/2017	File documentation;	M.A.	0.10	$8.00
1/10/2018	call to S. Breckenridge re: records	P.E.O.	0.20	$30.00
1/17/2018	returned call to M. Bosma	P.E.O.	0.20	$30.00
1/19/2018	email to S. Breckenridge re: enforcement	P.E.O.	0.10	$15.00
1/29/2018	Add meeting dates to calendar;	M.A.	0.30	$24.00
SUBTOTAL			**0.90**	**$107.00**

Costs		
SUBTOTAL		**$0.00**

Matter Ledgers		
12/22/2017	Balance before last invoice	$0.00
12/22/2017	Invoice 14927	$465.00
1/5/2018	Account Payment Check #7569	($465.00)
2/2/2018	Invoice 15008	$107.00
SUBTOTAL		**$107.00**

EXHIBIT V

Trust Account		
2/2/2018	Previous Balance	$0.00
AVAILABLE IN TRUST		**$0.00**

Invoice Summary	
TOTAL	**$107.00**
PREVIOUS BALANCE DUE	**$0.00**
CURRENT BALANCE DUE AND OWING	**$107.00**

Initial: SS EXHIBIT V

MAR 01 2018

RECEIVED

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

The City of Ingram
230 Highway 39
Kerrville, TX 78025

ACCOUNT STATEMENT

Prepared for:
The City of Ingram

RE:
General

Previous Balance	$107.00
Current Charges	$428.00
New Balance	$535.00
Adjustments	$0.00
Payments	$0.00
Now Due	$535.00
Trust Account	$0.00

1099100
810

ENTERED MAR 01 2018

Jordan 0213

EXHIBIT V

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

The City of Ingram
230 Highway 39
Kerrville, TX 78025

ENTERED MAR 0 1 2018

INVOICE

The City of Ingram
230 Highway 39
Kerrville, TX 78025

Invoice Date	February 26, 2018
Invoice Number	15084
Invoice Amount	$428.00

Matter: General

Attorney's Fees				
2/6/2018	committee meeting, council meeting	P.E.O.	2.50	$375.00
2/7/2018	email to/fro S. Breckenridge re: City grant deed	P.E.O.	0.10	$15.00
2/13/2018	email from/to S. Breckenridge re: records request, call to S. Breckenridge (left vm)	P.E.O.	0.20	$30.00
2/19/2018	File documentation;	M.A.	0.10	$8.00
SUBTOTAL			**2.90**	**$428.00**

Costs		
SUBTOTAL		**$0.00**

Matter Ledgers		
2/2/2018	Balance before last invoice	$0.00
2/2/2018	Invoice 15008	$107.00
2/26/2018	Invoice 15084	$428.00
SUBTOTAL		**$535.00**

Trust Account		
2/26/2018	Previous Balance	$0.00
AVAILABLE IN TRUST		**$0.00**

Invoice Summary	
TOTAL	**$428.00**
PREVIOUS BALANCE DUE	**$107.00**
CURRENT BALANCE DUE AND OWING	**$535.00**

Initial SS EXHIBIT V

APR 04 2018

RECEIVED

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

The City of Ingram
230 Highway 39
Kerrville, TX 78025

ENTERED APR 12 2018

ACCOUNT STATEMENT

Prepared for:
The City of Ingram

RE:
General

Previous Balance	$0.00
Current Charges	$720.00
New Balance	$720.00
Adjustments	$0.00
Payments	($535.00)
Now Due	$720.00
Trust Account	$0.00

1099100
SDV

YTD 3528 -
available
11,472 -

EXHIBIT V

The Law Office of
PATRICK O'FIEL, P.C.
The Schreiner Building 200 Earl Garrett, Ste. 210 Kerrville, TX 78028
Phone: (830) 792-5291 | **Fax**: (830) 257-9852

The City of Ingram
230 Highway 39
Kerrville, TX 78025

INVOICE

The City of Ingram
230 Highway 39
Kerrville, TX 78025

Invoice Date	March 29, 2018
Invoice Number	15168
Invoice Amount	$720.00

Matter: General

Attorney's Fees				
3/1/2018	call to S. Breckenridge re: public records request to date	P.E.O.	0.30	$45.00
3/19/2018	phone conference with S. Breckenridge re: records request & annexation, call to Mayor (left vm)	P.E.O.	0.80	$120.00
3/19/2018	research of annexation issues	P.E.O.	0.60	$90.00
3/20/2018	research of annexation and review of documentation	P.E.O.	2.50	$375.00
3/27/2018	call to S. Breckenridge re: open records request and documents need to respond re: address to act. nos., conference with M. Bosma, review of request and statute	P.E.O.	0.60	$90.00
SUBTOTAL			**4.80**	**$720.00**

Costs		
SUBTOTAL		**$0.00**

EXHIBIT V

Matter Ledgers		
2/26/2018	Balance before last invoice	$107.00
2/26/2018	Invoice 15084	$428.00
2/27/2018	Acct Payment Check #7658	($107.00)
3/9/2018	Account Payment Check #7692	($428.00)
3/29/2018	Invoice 15168	$720.00
SUBTOTAL		**$720.00**

Trust Account		
3/29/2018	Previous Balance	$0.00
AVAILABLE IN TRUST		**$0.00**

Invoice Summary	
TOTAL	**$720.00**
PREVIOUS BALANCE DUE	**$0.00**
CURRENT BALANCE DUE AND OWING	**$720.00**

EXHIBIT W

INGRAM CITY COUNCIL
EXECUTIVE SESSION CERTIFIED AGENDA[1]
April 17, 2018

Be it remembered on the date shown below, that the Ingram City Council, pursuant to a properly posted meeting, held a closed executive session meeting, pursuant to Sections 551.103 and 551.104, Texas Govt. Code, after first convening an open meeting, to deliberate on matters permitted by law, as indicated below. No action was taken on any item discussed in such closed session:

- ☑ §551.071 (consultation with attorney)
- ☐ §551.072 (deliberation regarding real property)
- ☐ §551.073 (deliberation regarding gifts)
- ☐ §551.074 (personnel matters)
- ☐ §551.076 (regarding security device)
- ☐ §551.087 (regarding economic development negotiations)
- ☐ §551.0785 (regarding medical or psychiatric records of individual)

After returning to open session, the following action was taken on the items discussed in the closed session:

- ☑ None
- ☐ (Describe action taken, and identify which open session agenda item the action is associated with):

4D. Regarding Council Member Trees request for conflict of interest of Council Member related to wastewater agenda items. No action taken.

The Council entered into such closed session on the 17th day of April, 2018, at 6:35 p.m. and returned to open session at 6:45 p.m.

By my signature below, I hereby that the foregoing is a true and correct record of the proceedings described.

Brandon Rowan
Mayor

[1] Sec. 551.104 requires a governmental body to preserve the certified agenda of a closed meeting for at least two years after the date of the meeting. If an action involving the meeting is brought within that period, the governmental body must preserve the certified agenda while the action is pending. In litigation in a district court involving an alleged violation of this chapter, the court: (1) is entitled to make an in camera inspection of the certified agenda; (2) may admit all or part of the certified agenda as evidence, on entry of a final judgment; and (3) may grant legal or equitable relief it considers appropriate, including an order that the governmental body make available to the public the certified agenda of any part of a meeting that was required to be open under this chapter. The certified agenda of a closed meeting is available for public inspection and copying only under a court order issued under Subsection (b)(3).

EXHIBIT X

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

JOHN SHEFFIELD, and OLE INGRAM GROCERY, LLC DOING BUSINESS AS OLE INGRAM GROCERY, **Plaintiff,**	§	
v.	§	**CASE NO. 5:15-cv-00512-XR**
CITY OF INGRAM, TEXAS, JAMES SALTER, INDIVIDUALLY, AND IN HIS CAPACITY AS MAYOR OF CITY OF INGRAM, TEXAS And STEPHANIE BRECKENRIDGE, INDIVIDUALLY AND AS SECRETARY OF CITY OF INGRAM, **Defendants.**	§	

DEFENDANTS' SECOND ADVISORY TO THE COURT

TO THE HONORABLE JUDGE OF THE U.S. DISTRICT COURT:

Pursuant to the *Order Setting Status Conference and Hearing on All Pending Motions* (Dkt. #8) issued by the Hon. Judge Xavier Rodriguez on August 19, 2015, a status conference was held on September 23, 2015, which was attended by Plaintiffs' counsel, Richard L. Ellison and Defendants' counsel, Scott M. Tschirhart, in which issues concerning this lawsuit were addressed. At that time, certain representations were made by Defendant's counsel which counsel is ethically compelled to correct and therefore submits this Second Advisory to the Court as follows:

1. Defendant's counsel represented to the Court that all commercial customers were treated alike and that none of them were allowed to connect to the sanitary sewer system for free. While this is technically a correct statement, it is incomplete and therefore requires further explanation.

EXHIBIT X

2. Attached as Exhibit "A" is a true and correct list of the City of Ingram Non-Residential Wastewater Accounts. This document lists each of the non-residential customers that have connected to the sanitary sewer system and when they connected.

3. The Court will note that on Exhibit "A" a number of these customers connected to the system prior to October 2, 2012. This is significant because it explains the "side deals" that Plaintiff's counsel referred to at the hearing. On October 2, 2012, the City Council established a Wastewater System Access Fee at $5,000.00. Attached as Exhibit "B" is a true and correct copy of the minutes from the October 2, 2012 City Council Meeting. The actual costs associated with connecting to the wastewater system are approximately $8,000.00, but the City chose to absorb the additional costs. Those customers who made connections to the wastewater system prior to October 2, 2012, had to enter into their own deals with the contractor who was installing the system because the City was not involved in those transactions. On information and belief, those customers paid the contractor directly up to approximately $8,000.00 for each such connection.

4. The Court will note that on Exhibit "A" there is a category of customers that are designated "USDA Residential." Each of those customers had a residential componsnt to their properties so that the commercial use was sharing a septic system with a residential use on the property. The United State Department of Agriculture made the determination to fund the connection of these properties to the system. As a part of their program, the old septic systems had to be destroyed when the residential customers were connected with the wastewater systems. This is significant because Plaintiff alleges that one of his direct competitors (on information and belief, Mike Neutze) was allowed to connect his store to the wastewater system for free. In that particular case, the store in question was sharing a septic system with a small apartment complex. USDA made the determination to pay for the connection of both the store and the apartment complex to

the wastewater system and the septic system was destroyed. The City was not involved in the determination, this was strictly a decision by the USDA.[1]

5. The Court will note that on Exhibit "A" there are two customers, (City West Church and HCAF) where the fee was waived in exchange for their easements for Lift Station No. 1 and Lift Station No. 2. These easements are worth far in excess of the $5,000.00 fee. True and correct copies of the respective easements are attached as Exhibit "C" (Lift Station No. 1) and Exhibit "D" (Lift Station No. 2).

6. The Court will note that on Exhibit "A" that two customers (Iglesia Pentecostes Rosa and House of Prayer) had part of their fees waived because they do not actually run a for profit business on their properties. These are churches which do not even use as much water as a typical residential customer and these churches were allowed to connect for a reduced fee of $1200 (which covered the cost of the system tap).

7. Finally, fees were not collected from City-owned properties because the City bore the expenses of connecting these properties to the wastewater system.

8. Counsel apologizes to the Court for not having a more complete answer at the hearing and tenders this explanation and attaches the Affidavit of Scott M. Tschirhart to support facts not clearly set out in the Exhibits.

[1] It is possible that the competitor had to pay something to the contractor for running the line to the store, but the City has no records relating to this matter since it occurred before October 2, 2012 and the City did not have a connection fee at that time.

Signed on this the 6th day of October, 2015.

Respectfully submitted,

[redacted]
attorneys & counselors at law • rampagelaw.com
A Professional Corporation
2500 W. William Cannon Drive, Suite 609
Austin, Texas 78745
512/279-6431
512/279-6438 (Facsimile)
george.hyde@rampage-aus.com
scott.tschirhart@rampage-aus.com

By: _____

GEORGE E. HYDE
State Bar No. 45006157
SCOTT M. TSCHIRHART
State Bar No. 24013655

Counsel for Defendants
City of Ingram, Texas, James Salter, Individually and in his Capacity as Mayor of City of Ingram, Texas and Stephanie Breckenridge, Individually and as Secretary of City of Ingram

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served upon the below named individual(s) as indicated, and according to the Federal Rules of Civil Procedure on the 6th day of October, 2015.

Richard L. Ellison
Attorney at Law
Broadway Bank Bldg., Suite J
500 Main St.
Kerrville, Texas 78028

via Electronic Notification

_____

GEORGE E. HYDE
SCOTT M. TSCHIRHART

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

JOHN SHEFFIELD, and OLE INGRAM GROCERY, LLC DOING BUSINESS AS OLE INGRAM GROCERY, **Plaintiff,**	§	
v.	§	**CASE NO. 5:15-cv-00512-XR**
CITY OF INGRAM, TEXAS, JAMES SALTER, INDIVIDUALLY, AND IN HIS CAPACITY AS MAYOR OF CITY OF INGRAM, TEXAS And STEPHANIE BRECKENRIDGE, INDIVIDUALLY AND AS SECRETARY OF CITY OF INGRAM, **Defendants.**	§	

AFFIDAVIT OF SCOTT M. TSCHIRHART

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Scott M. Tschirhart, and being by me duly sworn on his oath deposed and said:

My name is Scott M. Tschirhart. I am over the age of eighteen, have never been convicted of a felony or crime of moral turpitude, and am fully competent in all respects to make this affidavit. I am an attorney licensed to practice law in the State of Texas and each of the four Federal Districts in Texas and the U.S. Court of Appeals for the Fifth Circuit.

I am familiar with facts stated herein because I serve as the lead attorney representing Defendants City of Ingram, Texas, James Salter, Individually, and in his capacity as Mayor of City of Ingram, Texas and Stephanie Breckenridge, Individually and as Secretary of City of Ingram, (hereinafter "Defendants") in this action. This Advisory is accompanied by exhibits which are true and correct copies which I retrieved from the records held by the City of Ingram, Texas:

Exhibit A: A list of the City of Ingram Non-Residential Wastewater Accounts;
Exhibit B: Minutes from the October 2, 2012 City Council Meeting for the City of Ingram;
Exhibit C: Easement to Lift Station No. 1; and
Exhibit D: Easement to Lift Station No. 2.

Further, affiant sayeth not.

Scott M. Tschirhart

SUBSCRIBED AND SWORN TO BEFORE ME by the said Scott M. Tschirhart on this 6th of October, 2015, to certify which witness my hand and official seal.

ESPERANZA AVILA
My Commission Expires
July 14, 2018

NOTARY PUBLIC, STATE OF TEXAS

(Affix Notary Seal Above)

EXHIBIT X

City of Ingram Non-residential Wastewater Accounts

Chosen Spot	USDA Residential	Dec. 16, 2011
HCTC	Connected before Oct. 2, 2012	Apr. 13, 2011
Ingram Elementary	Connected before Oct. 2, 2012	Apr. 12, 2011
Ingram Bus Barn	Connected before Oct. 2, 2012	Apr. 12, 2011
Ingram ISD Rock House	Connected before Oct. 2, 2012	Apr. 12, 2011
Double L Ranch	Connected before Oct. 2, 2012	May.17, 2011
HCTC-Old Ingram Loop	Connected before Oct. 2, 2012	Jun. 4, 2011
Riverside RV	Connected before Oct. 2, 2012	Jul. 24, 2012
Cynthia Anderson	Connected before Oct. 2, 2012	Jul. 11, 2011
Lavinia Schlabach	Connected before Oct. 2, 2012	Jul. 18, 2011
Monroe Schlabach	USDA Residential	Aug. 13, 2014
Diamond 4W-3260 Jct Hwy	Connected before Oct. 2, 2012	Jun. 25, 2011
Diamond 4W-3262 Jct Hwy	Connected before Oct. 2, 2012	Jun. 25, 2011
Harold Wunsch	USDA Residential	Aug. 1, 2014
Broken Arrow Ranch	Paid $5000. 10/31/2013	Nov. 18, 2013
By the River RV Park	Connected before Oct. 2, 2012	Aug. 18, 2011
Ingram VFD	Connected before Oct. 2, 2012	Aug. 31, 2011
Woodbury Taxidermy	Connected before Oct. 2, 2012	Oct. 11, 2011
City West Church	Waived in exchange for easement for LS 1	Feb. 16, 2012
Mike Neutze	Connected before Oct. 2, 2012	Jun. 9, 2012
Whataburger	Paid $5000.11/30/2013	Nov. 30, 2012
Ecova-Wells Fargo	Paid $5000. 4/29/2013	Apr. 4, 2013
Stephanie Miller	USDA Residential	
Security State Bank	Paid $5000. 7/24/2013	Dec. 26, 2014
HCAF	Waived in exchange for easement for LS 2	
DM Hughes	Paid $5000. 9/23/2013	Jul. 15, 2013
Lisa Reyna	USDA Residential	Feb. 26, 2014
Outpost	Paid $5000. 2/5/2014	Mar. 24, 2014
Mark Blackman	Paid $5000. 3/25/2014	May. 1, 2014
Bart Ferguson	USDA Residential	Jan. 1, 2015
Darrin Potter	USDA Residential	Aug. 1, 2014
Caroline Rominger	USDA Residential	Oct. 31, 2014
Advance E&I	Paid $5000. 12/31/2014	Dec. 26, 2014
Southern Wtd Holdings	Paid $5000. 9/23/2014	Dec. 26, 2014
City Hall		Sept. 1, 2014
City Park		Sept. 1, 2014
Kerrville Butane	Paid $5000.3/16/2015	Mar. 18, 2015
Iglesia Pentecostes Rosa	Paid $1200 3/4/2015 CC waived SAF	Mar. 18, 2015
Gems of the Hill Country	USDA Residential	Mar. 1, 2015
Ingram ISD High School		Apr. 26, 2015
Diamond K Foods	Paid $5000. 5/6/2013	Jun. 26, 2015
Marion Watson	USDA Residential	Jun. 26, 2015
Maxey Energy	Paid $1200 TAP - Financing $3800	Jul. 23, 2015
House of Prayer	Paid $1200 TAP - CC waived SAF	
Comerica	Paid $10000 3/28/2013	
Raymond Brothers	Paid $5000.	

Exhibit A

EXHIBIT X

INGRAM CITY COUNCIL
MINUTES OF REGULAR MEETING
ON OCTOBER 2, 2012

On Tuesday, October 2, 2012, the Ingram City Council meeting was called to order at 6:00 p.m. by James Salter, Mayor, in the City Hall Council Chambers, 230 Hwy 39, Ingram Texas.

MEMBERS PRESENT:

James Salter	Mayor	Brandon Rowan	Mayor Pro Tem
Monroe Schlabach	Alderman	John St. Clair	Alderman
Shirley Trees	Alderman	Jim Lopez	Alderman

STAFF PRESENT:

Dene' Huffaker	City Treasurer	Ilse Bailey	City Attorney
Stephanie Breckenridge	City Secretary		
Stan Neuse	City Administrator		

Call to order: 6:00 p.m.

1. **VISITOR/CITIZENS FORUM:**
None

Monroe Schlabach arrived at 6:05 p.m.

2. **CONSENT AGENDA:**
2A. Approval of minutes from the Regular City Council Meeting held September 18, 2012; 2B. paying bills as specified; and 2C. purchase orders as presented. Shirley Trees made a motion to approve the minutes from the Regular City Council meeting held on September 18, 2012; 2B. paying bills as specified and 2C. approval of purchase orders as presented. John St. Clair seconded and the motion carried 5 to 0 votes.

3. **ORDINANCES AND RESOLUTIONS:**
3A. Regarding Resolution No. 14-2012 establishing legal services fees. Brandon Rowan made a motion to approve Resolution No. 14-2012 establishing legal services fees. Monroe Schlabach seconded and the motion carried 5 to 0 votes.

4. **CONSIDERATION AND POSSIBLE ACTION:**
4A. Regarding presentation from First Southwest Finance Company. No action taken.

4B. Regarding general Financial Advisory Board contract with the City of Ingram. John St. Clair make a motion to postpone to next agenda. Shirley Trees seconded and the motion carried 5 to 0 votes.

4C. Regarding improvements at 138 Riverpark Dr. No action taken.

4D. Regarding amendment to Memorandum of Understanding for Ingram Municipal Judge. Monroe Schlabach made a motion to approve amendment to Memorandum of Understanding for Ingram Municipal Judge. Shirley Trees seconded and the motion carried 5 to 0 votes.

4E. Regarding authorizing Mayor to execute loan agreement for Public Works and Marshal vehicles. Jim Lopez made a motion to authorize Mayor to execute loan agreement for Public Works and Marshal vehicles. Brandon Rowan seconded and the motion carried 5 to 0 votes.

Exhibit B

EXHIBIT X

4F. Regarding Wastewater Committee recommendations on Wastewater Ordinance No. 2010-2. Brandon Rowan made a motion to approve new wastewater increase of $0.80 per 1000 gallons. Shirley Trees seconded and the motion carried 5 to 0 votes.
*Shirley Trees made a motion to direct City Attorney to revise current Wastewater Ordinance No. 2012-2 and schedule a public hearing. John St. Clair seconded and the motion carried 5 to 0 votes.

4G. Regarding establishing Wastewater System Access Fee, Tap Fees, & Rates. Jim Lopez made a motion to set Wastewater System Access Fee at $5000.00 which includes one tap at the City's 20% discounted rate. Any additional taps will be $1200.00 per 4" & 6" tap fee plus the cost of the manhole, if required. Brandon Rowan seconded and the motion carried 5 to 0 votes.

6. **INFORMATION AND DISCUSSION:**
Personnel Committee met Thursday, September 27, 2010 and assigned Brad Rider the Captain position and eliminated the Investigator position in the Marshal's Department.

Utility Committee met Friday, September 28, 2012 and recommended the items listed above 4F & 4G.

8. **EXECUTIVE SESSION:**
The city council reserves the right to discuss any of the above items in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapters 551 and 552 of the Government Code of the State of Texas.

7. **ADJOURNMENT:**

Jim Lopez made a motion to adjourn. Shirley Trees seconded and the motion carried with the meeting adjourning at 8:14 p.m.

Respectfully submitted,

Stephanie Breckenridge
City Secretary

Approved By: _____ October 16, 2012
James Salter, Mayor

Attest: _____
Stephanie Breckenridge, City Secretary

Exhibit B

EXHIBIT Y

Print | Close Window

Subject: Re: Ingram: Your correspondence dated 1/30
From: Ilse Bailey <ilsedbailey@gmail.com>
Date: Tue, Feb 05, 2019 10:22 am
To: Roger Gordon <roger@rogergordonlaw.com>

Roger - You will have to take that up with the installer's attorney, Calley Callahan.
Regards,
Ilse

Ilse D. Bailey
Attorney at Law
834 Wiltshire Ave.
San Antonio, Texas 78209
Ph: 210-449-3669

On Tue, Feb 5, 2019 at 9:44 AM <roger@rogergordonlaw.com> wrote:

> Ms. Bailey,
>
> I would like to open a dialogue with the installer whom you referenced in executive session and in your email from Friday.
>
> Would you please let me know this individual's name and number? I'm assuming they may be a contractor so I'll try and open a dialogue with the company's counsel (if any).
>
> ~ Roger
>
> ---
>
> Roger E. Gordon
>
> The Law Office of Roger Gordon
>
> Attorney at Law
>
> Phone: (512) 636-2540
>
> Fax: (512) 692-2533
>
> Email: roger@rogergordonlaw.com
>
> Web: www.rogergordonlaw.com
>
> Confidential / Privileged Attorney-Client Communication
>
> NOTICE -This transmission may be: (1) subject to the Attorney-Client Privilege, (2) attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only), and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law. Unless otherwise noted, this message does not create an attorney-client relationship in the absence of such an existing relationship.
>
> ---
>
> -------- Original Message --------
> Subject: Re: Ingram: Your correspondence dated 1/30
> From: Ilse Bailey <ilsedbailey@gmail.com>

EXHIBIT Y

Date: Fri, February 01, 2019 4:22 pm
To: Roger Gordon <roger@rogergordonlaw.com>

Roger - Claud's contention that someone forged his signature on the tank abandonment form for 104 Ingram Loop is simply not true. As I told him during the last executive session (which he apparently told you he was excluded from - not true), the installer will testify that Claud is the one who showed the crew the two forms (104 and 106 Ingram Loop), represented them both as residential, asked them to install the connection, and stood there directing them on where to dig and connect, the whole time they were installing the lines and making the connection.

It is not my job to do your investigating for you, but I also want to avoid litigation that would be expensive for the city and ultimately embarrassing for you. Please do a little checking before accepting everything Claud tells you as true.

Again, sincere wishes for a restful and peaceful weekend!

Regards,

Ilse

Ilse D. Bailey
Attorney at Law
834 Wiltshire Ave.
San Antonio, Texas 78209
Ph: 210-449-3669

On Fri, Feb 1, 2019 at 3:29 PM <roger@rogergordonlaw.com> wrote:

> Ilse,
>
> I'm at a loss to understand why the City Attorney would be so quick to dismiss Mr. Jordan's concerns about someone forging his name and signature on an application. Instead, I anticipated the government's attorney would share this concern and seek to determine (a) if a document submitted on behalf of the City was forged, and (b) who is responsible for the submission of the (allegedly) forged document. Instead you proclaim that "his concerns have no merit" and advise me to persuade him "to cooperate with the city."
>
> **This is not a minor issue; the person responsible for forging the application for 104 Ingram Loop likely committed a felony.**
>
> ~ Roger
>
> ---
>
> Roger E. Gordon
>
> The Law Office of Roger Gordon
>
> Attorney at Law
>
> Phone: (512) 636-2540
>
> Fax: (512) 692-2533
>
> Email: roger@rogergordonlaw.com
>
> Web: www.rogergordonlaw.com
>
>

EXHIBIT Z

LAMAR SMITH
21ST DISTRICT, TEXAS
lamarsmith.house.gov
COMMITTEE ON
SCIENCE, SPACE, AND TECHNOLOGY
CHAIRMAN

COMMITTEE ON THE JUDICIARY

COMMITTEE ON HOMELAND SECURITY

2409 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-4236
FAX: (202) 225-8628

Congress of the United States

House of Representatives

July 31, 2017

Mr. John Tolman Sheffield
204 Verde Park Boulevard
Center Point, Texas 78010

Dear Mr. Sheffield,

Enclosed for your attention is the response that has been received from the United States Department of Agriculture.

I am hopeful that the information furnished will be of help to you.

Please feel free to call should you need my help in the future.

Sincerely,

Lamar Smith

Lamar Smith
Member of Congress

LS/ao

enclosure

PLEASE REPLY TO:

☐ AUSTIN DISTRICT OFFICE
2211 SOUTH IH-35, SUITE 106
AUSTIN, TX 78741
(512) 912-7508
FAX: (512) 912-7519

KERRVILLE DISTRICT OFFICE
301 JUNCTION HIGHWAY
SUITE 346C
KERRVILLE, TX 78028
(830) 896-0154
FAX: (830) 896-0168

☐ SAN ANTONIO DISTRICT OFFICE
1100 N.E. LOOP 410, SUITE 640
SAN ANTONIO, TX 78209
(210) 821-5024
FAX: (210) 821-5947

EXHIBIT Z

USDA

United States Department of Agriculture

Rural Development

Rural Utilities Service

1400 Independence Ave SW, Room 5165 Stop 1565 Washington, DC 20250

Voice 202.720.9545
Fax 202.720.1725

JUL 24 2017

The Honorable Lamar Smith
U.S. House of Representatives
301 Junction Highway, Suite 346C
Kerrville, TX 78028

Dear Congressman Smith:

Thank you for your letter of June 22, 2017, on behalf of John Sheffield, regarding the City of Ingram, Kerr County, Texas. The Rural Utilities Service ("RUS") of the U.S. Department of Agriculture ("USDA") administers the Water and Environmental Programs.

The letter issued by Mr. Sheffield solicits answers to seven general questions pursuant to RUS financing requirements. Working in coordination with our Texas State Office, the following responses are offered as they appear in Mr. Sheffield's correspondence:

1. Colonias financing is delivered through the Section 306C Water and Waste Disposal program ("Section 306C"). The purpose of Section 306C is to provide water and waste disposal facilities and services to low-income rural communities whose residents face significant health risks. Funds may be used to construct, enlarge, extend, or otherwise improve community water and/or waste disposal systems. The project may include residential, commercial, municipal, and other users; however, connections to vacant lots for future development are generally not allowed.

2. The construction and development of project is the responsibility of the applicant, their consulting engineer, and the general contractor. The engineer and general contractor are responsible for hiring any subcontractors, and for ensuring and certifying that the work in completed in accordance with federal, state, and local requirements.

3. RUS is not a regulatory agency and, therefore, projects are required to follow the established laws and regulations of the local jurisdiction. In this case, responsibility falls upon the engineer and general contractor whom hire subcontractors, and ensure that the work is completed in accordance with federal, state, and local requirements.

4. The financing that the City of Ingram from RUS did not involve Economically Distressed Area Program ("EDAP") funds. The projects were not co-funded with the Texas Water Development Board, which administers EDAP

The Honorable Lamar Smith

5. The City of Ingram passed a Mandatory Hook-Up Ordinance ("Ordinance") that outlines the requirements that customers must meet in order to receive service. The Ordinance outlines any costs, fines, and disconnection policies for the City's customers.

6. Unless extenuating circumstances are present, under the local ordinance, individual septic tanks should be decommissioned as part of the project. Decommissioning of the individual septic tanks ensures compliance with the Ordinance.

7. Decommissioning of individual septic tanks is generally done without regard to age. The local Ordinance would provide further detail as to any other requirements or exemptions. Permitting of new septic tanks within the project area is usually not allowed when an Ordinance is in place. Decommissioning of individual septic tanks is generally done without regard to age.

If you have any questions, please contact Michael Canales, Texas Community Programs Director, at (254) 742-9789.

Sincerely,

CHRISTOPHER A. McLEAN
Acting Administrator
Rural Utilities Service

The Honorable Lamar Smith
U.S. House of Representatives
2409 Rayburn House Office Building
Washington, D.C. 20515