

1991-10-01	9.49
1991-11-01	9.45
1991-12-01	9.26
1992-01-01	9.13
1992-02-01	9.23
1992-03-01	9.25
1992-04-01	9.21
1992-05-01	9.13
1992-06-01	9.05
1992-07-01	8.84
1992-08-01	8.65
1992-09-01	8.62
1992-10-01	8.84
1992-11-01	8.96
1992-12-01	8.81
1993-01-01	8.67
1993-02-01	8.39
1993-03-01	8.15
1993-04-01	8.14
1993-05-01	8.21
1993-06-01	8.07
1993-07-01	7.93
1993-08-01	7.60
1993-09-01	7.34
1993-10-01	7.31
1993-11-01	7.66
1993-12-01	7.69
1994-01-01	7.65
1994-02-01	7.76
1994-03-01	8.13
1994-04-01	8.52
1994-05-01	8.62
1994-06-01	8.65
1994-07-01	8.80
1994-08-01	8.74
1994-09-01	8.98
1994-10-01	9.20
1994-11-01	9.32
1994-12-01	9.10
1995-01-01	9.08
1995-02-01	8.85
1995-03-01	8.70
1995-04-01	8.60
1995-05-01	8.20
1995-06-01	7.90
1995-07-01	8.04
1995-08-01	8.19
1995-09-01	7.93
1995-10-01	7.75
1995-11-01	7.68
1995-12-01	7.49
1996-01-01	7.47

1996-02-01	7.63
1996-03-01	8.03
1996-04-01	8.19
1996-05-01	8.30
1996-06-01	8.40
1996-07-01	8.35
1996-08-01	8.18
1996-09-01	8.35
1996-10-01	8.07
1996-11-01	7.79
1996-12-01	7.89
1997-01-01	8.09
1997-02-01	7.94
1997-03-01	8.18
1997-04-01	8.34
1997-05-01	8.20
1997-06-01	8.02
1997-07-01	7.75
1997-08-01	7.82
1997-09-01	7.70
1997-10-01	7.57
1997-11-01	7.42
1997-12-01	7.32
1998-01-01	7.19
1998-02-01	7.25
1998-03-01	7.32
1998-04-01	7.33
1998-05-01	7.30
1998-06-01	7.13
1998-07-01	7.15
1998-08-01	7.14
1998-09-01	7.09
1998-10-01	7.18
1998-11-01	7.34
1998-12-01	7.23
1999-01-01	7.29
1999-02-01	7.39
1999-03-01	7.53
1999-04-01	7.48
1999-05-01	7.72
1999-06-01	8.02
1999-07-01	7.95
1999-08-01	8.15
1999-09-01	8.20
1999-10-01	8.38
1999-11-01	8.15
1999-12-01	8.19
2000-01-01	8.33
2000-02-01	8.29
2000-03-01	8.37
2000-04-01	8.40
2000-05-01	8.90

2000-06-01	8.48	
2000-07-01	8.35	
2000-08-01	8.26	
2000-09-01	8.35	
2000-10-01	8.34	
2000-11-01	8.28	
2000-12-01	8.02	
2001-01-01	7.93	
2001-02-01	7.87	
2001-03-01	7.84	
2001-04-01	8.07	
2001-05-01	8.07	
2001-06-01	7.97	
2001-07-01	7.97	
2001-08-01	7.85	
2001-09-01	8.03	
2001-10-01	7.91	
2001-11-01	7.81	
2001-12-01	8.05	
2002-01-01	7.87	
2002-02-01	7.89	
2002-03-01	8.11	
2002-04-01	8.03	
2002-05-01	8.09	
2002-06-01	7.95	
2002-07-01	7.90	
2002-08-01	7.58	
2002-09-01	7.40	
2002-10-01	7.73	
2002-11-01	7.62	
2002-12-01	7.45	
2003-01-01	7.35	
2003-02-01	7.06	
2003-03-01	6.95	
2003-04-01	6.85	
2003-05-01	6.38	
2003-06-01	6.19	
2003-07-01	6.62	
2003-08-01	7.01	
2003-09-01	6.79	
2003-10-01	6.73	
2003-11-01	6.66	
2003-12-01	6.60	
2004-01-01	6.44	
2004-02-01	6.27	
2004-03-01	6.11	
2004-04-01	6.46	
2004-05-01	6.75	
2004-06-01	6.78	
2004-07-01	6.62	
2004-08-01	6.46	
2004-09-01	6.27	6.51

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2004-10-01	6.21	
2004-11-01	6.20	
2004-12-01	6.15	
2005-01-01	6.02	
2005-02-01	5.82	
2005-03-01	6.06	
2005-04-01	6.05	
2005-05-01	6.01	
2005-06-01	5.86	
2005-07-01	5.95	
2005-08-01	5.96	
2005-09-01	6.03	6.03
2005-10-01	6.30	
2005-11-01	6.39	
2005-12-01	6.32	
2006-01-01	6.24	
2006-02-01	6.27	
2006-03-01	6.41	
2006-04-01	6.68	
2006-05-01	6.75	
2006-06-01	6.78	
2006-07-01	6.76	
2006-08-01	6.59	
2006-09-01	6.43	6.49
2006-10-01	6.42	
2006-11-01	6.20	
2006-12-01	6.22	
2007-01-01	6.34	
2007-02-01	6.28	
2007-03-01	6.27	
2007-04-01	6.39	
2007-05-01	6.39	
2007-06-01	6.70	
2007-07-01	6.65	
2007-08-01	6.65	
2007-09-01	6.59	6.43
2007-10-01	6.48	
2007-11-01	6.40	
2007-12-01	6.65	
2008-01-01	6.54	
2008-02-01	6.82	
2008-03-01	6.89	
2008-04-01	6.97	
2008-05-01	6.93	
2008-06-01	7.07	
2008-07-01	7.16	
2008-08-01	7.15	
2008-09-01	7.31	6.86
2008-10-01	8.88	
2008-11-01	9.21	
2008-12-01	8.43	
2009-01-01	8.14	

2009-02-01	8.08	
2009-03-01	8.42	
2009-04-01	8.39	
2009-05-01	8.06	
2009-06-01	7.50	
2009-07-01	7.09	
2009-08-01	6.58	
2009-09-01	6.31	7.92
2009-10-01	6.29	
2009-11-01	6.32	
2009-12-01	6.37	
2010-01-01	6.25	
2010-02-01	6.34	
2010-03-01	6.27	
2010-04-01	6.25	
2010-05-01	6.05	
2010-06-01	6.23	
2010-07-01	6.01	
2010-08-01	5.66	
2010-09-01	5.66	6.14
2010-10-01	5.72	
2010-11-01	5.92	
2010-12-01	6.10	
2011-01-01	6.09	
2011-02-01	6.15	
2011-03-01	6.03	
2011-04-01	6.02	
2011-05-01	5.78	
2011-06-01	5.75	
2011-07-01	5.76	
2011-08-01	5.36	
2011-09-01	5.27	5.83
2011-10-01	5.37	
2011-11-01	5.14	
2011-12-01	5.25	
2012-01-01	5.23	
2012-02-01	5.14	
2012-03-01	5.23	
2012-04-01	5.19	
2012-05-01	5.07	
2012-06-01	5.02	
2012-07-01	4.87	
2012-08-01	4.91	
2012-09-01	4.84	5.11
2012-10-01	4.58	
2012-11-01	4.51	
2012-12-01	4.63	
2013-01-01	4.73	
2013-02-01	4.85	
2013-03-01	4.85	
2013-04-01	4.59	
2013-05-01	4.73	

2013-06-01	5.19	
2013-07-01	5.32	
2013-08-01	5.42	
2013-09-01	5.47	4.91
2013-10-01	5.31	
2013-11-01	5.38	
2013-12-01	5.38	
2014-01-01	5.19	
2014-02-01	5.10	
2014-03-01	5.06	
2014-04-01	4.90	
2014-05-01	4.76	
2014-06-01	4.80	
2014-07-01	4.73	
2014-08-01	4.69	
2014-09-01	4.80	5.01
2014-10-01	4.69	
2014-11-01	4.79	
2014-12-01	4.74	
2015-01-01	4.45	
2015-02-01	4.51	
2015-03-01	4.54	
2015-04-01	4.48	
2015-05-01	4.89	
2015-06-01	5.13	
2015-07-01	5.20	
2015-08-01	5.19	
2015-09-01	5.34	4.83
2015-10-01	5.34	
2015-11-01	5.46	
2015-12-01	5.46	
2016-01-01	5.45	
2016-02-01	5.34	
2016-03-01	5.13	
2016-04-01	4.79	
2016-05-01	4.68	
2016-06-01	4.53	
2016-07-01	4.22	
2016-08-01	4.24	
2016-09-01	4.31	4.91
2016-10-01	4.38	
2016-11-01	4.71	
2016-12-01	4.83	
2017-01-01	4.66	
2017-02-01	4.64	
2017-03-01	4.68	
2017-04-01	4.57	
2017-05-01	4.55	
2017-06-01	4.37	
2017-07-01	4.39	
2017-08-01	4.31	
2017-09-01	4.30	4.53

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2017-10-01	4.32		
2017-11-01	4.27		
2017-12-01	4.22		
2018-01-01	4.26		
2018-02-01	4.51		
2018-03-01	4.64		
2018-04-01	4.67		
2018-05-01	4.83		
2018-06-01	4.83		
2018-07-01	4.79		
2018-08-01	4.77		
2018-09-01	4.88	4.58	4.77
2018-10-01	5.07	FY 2018	5Year Avg.
2018-11-01	5.22		
2018-12-01	5.13		
2019-01-01	5.12		
2019-02-01	4.95		
2019-03-01	4.84		
2019-04-01	4.70		
2019-05-01	4.63		
2019-06-01	4.46		
2019-07-01	4.28		
2019-08-01	3.87		
2019-09-01	3.91		
2019-10-01	3.92		
2019-11-01	3.94		
2019-12-01	3.88		
2020-01-01	3.77		

ally Adjustec

5.38
10 Year Avg.

5.74
15 year Avg.

24792

24792

MERGENT BOND RECORD

Utility	Calendar Year				Annual Avg.
	Moody's Baa	Annual Avg.	5 Yr. Avg.	10 Yr. Avg.	15 Yr. Avg.
		4.19	4.59	4.91	5.47
					4.48
2000		8.36			
2001		8.02			
2002		8.02			
2003		6.84			
2004		6.40			6.51
2005		5.93			6.05
2006					
Jan	6.06	6.32			
Feb	6.11				
Mar	6.26				
Apr	6.54				
May	6.59				
June	6.61				
July	6.61				
Aug.	6.43				
Sept.	6.26				
Oct	6.24				6.79
Nov.	6.04				
Dec.	6.05				
2007					
Jan.	6.16	6.33			
Feb.	6.10				
Mar.	6.10				
Apr.	6.24				
May	6.23				
June	6.54				
July	6.49				
Aug.	6.51				
Sept.	6.45				
Oct.	6.36				6.26
Nov.	6.27				
Dec.	6.51				
2008					
Jan.	6.35	7.25			
Feb.	6.60				
Mar.	6.68				
Apr.	6.81				
May	6.79				
June	6.93				
July	6.97				
Aug.	6.98				

24793

Sept.	7.15		
Oct.	8.58		6.70
Nov.	8.98		
Dec.	8.13		
2009			
Jan.	7.90	7.06	
Feb.	7.74		
Mar.	8.00		
Apr.	8.03		
May	7.76		
June	7.30		
July	6.87		
Aug.	6.36		
Sept.	6.12		
Oct.	6.14		7.65
Nov.	6.18		
Dec.	6.26		
2010			
Jan.	6.16	5.96	
Feb.	6.25		
Mar.	6.22		
Apr.	6.19		
May	5.97		
June	6.18		
July	5.98		
Aug.	5.55		
Sept.	5.53		
Oct.	5.62		6.05
Nov.	5.85		
Dec.	6.04		
2011			
Jan.	6.06	5.57	
Feb.	6.10		
Mar.	5.97		
Apr.	5.98		
May	5.74		
June	5.67		
July	5.70		
Aug.	5.22		
Sept.	5.11		
Oct.	5.24		5.76
Nov.	4.93		
Dec.	5.07		
2012			
Jan.	5.06	4.86	
Feb.	5.02		
Mar.	5.13		
Apr.	5.11		
May	4.97		
June	4.91		
July	4.85		

24794

Aug.	4.88		
Sept.	4.81		
Oct.	4.54		5.00
Nov.	4.42		
Dec.	4.56		
2013			
Jan.	4.66	4.98	
Feb.	4.74		
Mar.	4.72		
Apr.	4.49		
May	4.65		
June	5.08		
July	5.21		
Aug.	5.28		
Sept.	5.31		
Oct.	5.17		4.81
Nov.	5.24		
Dec.	5.25		
2014			
Jan.	5.09	4.80	
Feb.	5.01		
Mar.	5.00		
Apr.	4.85		
May	4.69		
June	4.73		
July	4.66		
Aug	4.65		
Sept.	4.79		
Oct.	4.67		4.93
Nov.	4.75		
Dec.	4.70		
2015			
Jan.	4.39	5.03	
Feb.	4.44		
Mar.	4.51		
Apr.	4.51		
May	4.91		
June	5.13		
July	5.22		
Aug.	5.23		
Sept.	5.42		
Oct.	5.47		4.82
Nov.	5.57		
Dec.	5.55		
2016			
January	5.49	4.68	
February	5.28		
March	5.12		
April	4.75		
May	4.60		
June	4.47		

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July	4.16		
August	4.20		
September	4.27		
October	4.34		4.91
November	4.64		
December	4.79		
2017			
January	4.62	4.38	
February	4.58		
March	4.62		
April	4.51		
May	4.50		
June	4.32		
July	4.36		
August	4.23		
September	4.24		
October	4.26		4.48
November	4.16		
December	4.14		
2018			
January	4.18	4.67	
February	4.42		
March	4.52		
April	4.58		
May	4.71		
June	4.71		
July	4.67		
August	4.64		
September	4.74		
October	4.91		4.48
November	5.03		
December	4.92		
2019			
January	4.91	4.19	
February	4.76		
March	4.65		
April	4.55		
May	4.47		
June	4.31		
July	4.13		
August	3.63		
September	3.71		
October	3.72		
November	3.76		
December	3.73		

Fiscal Year
5 Yr. Avg. 10 Yr. Avg. 15 Yr. Avg.
4.79 5.29 5.68

CITY OF CELINA

Moody's BAA Rates -- Percent

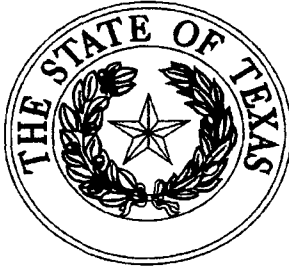
	Average	PUC Add-on	Total Equity
Date of Rate Plan Implementation November 2018	5.03	6.00	11.03
FY 2018 Oct 2017 -- Sep 2018	4.48	6.00	10.48
5 Year Avg Oct 2013 -- Sep 2018	4.79	6.00	10.79
10 Year Avg Oct 2008 -- Sep 2018	5.29	6.00	11.29
15 Year Avg Oct 2003 -- Sep 2018	5.68	6.00	11.68
Aggregate	5.05	6.00	11.05

Texas Administrative Code

[Next Rule>>](#)

<u>TITLE 16</u>	ECONOMIC REGULATION
<u>PART 2</u>	PUBLIC UTILITY COMMISSION OF TEXAS
<u>CHAPTER 24</u>	SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS
<u>SUBCHAPTER A</u>	GENERAL PROVISIONS
RULE §24.3	Definitions of Terms

(16) Class B Utility--A public utility that provides retail water or sewer utility service to 500 or more taps or active connections but fewer than 10,000 taps or active connections. If a public utility provides both water and sewer utility service, the number of active water connections determines how the utility is classified.



**CLASS "B" WATER COMPANY
PUC ANNUAL REPORT
OF**

CCN Number

Official Company Name:

D/B/A Name(s)

**TO THE
PUBLIC UTILITY COMMISSION
OF TEXAS**

For the Year Ended

24800

24800

Name of Utility: _____

Year End: _____

7. Rate of Return

Year Ended mm/dd/yyyy

	Balance	Capital Structure %	Cost Rates	Weighted Cost of Capital
	(a)	(b)	(c)	(c)=(a) x (b)
224.0 Long-Term Debt	-	0.00%	0.00%	0.00%
Common Equity*	-	0.00%	0.00%	0.00%
Total		0.00%		0.00%

*If the company currently has an authorized return on equity (ROE), enter that ROE in column (c) and provide the docket number in which that ROE was granted here ==>>

If the company does not currently have an authorized ROE, enter in column (c) the ROE Moody's BAA Bond rating plus 6 percentage points. Utilities may obtain the current Moody's BAA Bond rating by emailing the PUC at water@puc.state.tx.us (this will in virtually every circumstance be different from the ROE that is actually earned) and place an "X" here ==>>

WATER CODE

TITLE 2. WATER ADMINISTRATION

SUBTITLE B. WATER RIGHTS

CHAPTER 13. WATER RATES AND SERVICES

SUBCHAPTER C. JURISDICTION

Sec. 13.043. APPELLATE JURISDICTION. (a) Any party to a rate proceeding before the governing body of a municipality may appeal the decision of the governing body to the utility commission. This subsection does not apply to a municipally owned utility. An appeal under this subsection must be initiated within 90 days after the date of notice of the final decision by the governing body, or within 30 days if the appeal relates to the rates of a Class A utility, by filing a petition for review with the utility commission and by serving copies on all parties to the original rate proceeding. The utility commission shall hear the appeal de novo and shall fix in its final order the rates the governing body should have fixed in the action from which the appeal was taken and may include reasonable expenses incurred in the appeal proceedings. The utility commission may establish the effective date for the utility commission's rates at the original effective date as proposed by the utility provider and may order refunds or allow a surcharge to recover lost revenues. The utility commission may consider only the information that was available to the governing body at the time the governing body made its decision and evidence of reasonable expenses incurred in the appeal proceedings.

(b) Ratepayers of the following entities may appeal the decision of the governing body of the entity affecting their water, drainage, or sewer rates to the utility commission:

(1) a nonprofit water supply or sewer service corporation created and operating under Chapter 67;

(2) a utility under the jurisdiction of a municipality inside the corporate limits of the municipality;

(3) a municipally owned utility, if the ratepayers reside outside the corporate limits of the municipality;

(4) a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution that provides water or sewer service to household users; and

(5) a utility owned by an affected county, if the ratepayer's rates are actually or may be adversely affected. For the purposes of this section ratepayers who reside outside the boundaries of the district or authority shall be considered a separate class from ratepayers who reside inside those boundaries.

(b-1) A municipally owned utility shall:

(1) disclose to any person, on request, the number of ratepayers who reside outside the corporate limits of the municipality; and

(2) provide to any person, on request, a list of the names and addresses of the ratepayers who reside outside the corporate limits of the municipality.

(b-2) If a ratepayer has requested that a municipally owned utility keep the ratepayer's personal information confidential under Section 182.052, Utilities Code, the municipally owned utility may not disclose the address of the ratepayer under Subsection (b-1)(2).

(b-3) The municipally owned utility may not charge a fee for disclosing the information under Subsection (b-1)(1). The municipally owned utility may charge a reasonable fee for providing information under Subsection (b-1)(2). The municipally owned utility shall provide information requested under Subsection (b-1)(1) by telephone or in writing as preferred by the person making the request.

(c) An appeal under Subsection (b) must be initiated by filing a petition for review with the utility commission and the entity providing service within 90 days after the effective day

of the rate change or, if appealing under Subdivision (b)(2) or (5), within 90 days after the date on which the governing body of the municipality or affected county makes a final decision. The petition must be signed by the lesser of 10,000 or 10 percent of those ratepayers whose rates have been changed and who are eligible to appeal under Subsection (b).

(d) In an appeal under Subsection (b) of this section, each person receiving a separate bill is considered a ratepayer, but one person may not be considered more than one ratepayer regardless of the number of bills the person receives. The petition for review is considered properly signed if signed by a person, or the spouse of a person, in whose name utility service is carried.

(e) In an appeal under Subsection (b), the utility commission shall hear the appeal de novo and shall fix in its final order the rates the governing body should have fixed in the action from which the appeal was taken. The utility commission may establish the effective date for the utility commission's rates at the original effective date as proposed by the service provider, may order refunds or allow a surcharge to recover lost revenues, and may allow recovery of reasonable expenses incurred by the retail public utility in the appeal proceedings. The utility commission may consider only the information that was available to the governing body at the time the governing body made its decision and evidence of reasonable expenses incurred by the retail public utility in the appeal proceedings. The rates established by the utility commission in an appeal under Subsection (b) remain in effect until the first anniversary of the effective date proposed by the retail public utility for the rates being appealed or until changed by the service provider, whichever date is later, unless the utility commission determines that a financial hardship exists.

(f) A retail public utility that receives water or sewer service from another retail public utility or political subdivision of the state, including an affected county, may appeal to the utility commission a decision of the provider of

water or sewer service affecting the amount paid for water or sewer service. An appeal under this subsection must be initiated within 90 days after the date of notice of the decision is received from the provider of water or sewer service by the filing of a petition by the retail public utility.

(g) An applicant for service from an affected county or a water supply or sewer service corporation may appeal to the utility commission a decision of the county or water supply or sewer service corporation affecting the amount to be paid to obtain service other than the regular membership or tap fees. In addition to the factors specified under Subsection (j), in an appeal brought under this subsection the utility commission shall determine whether the amount paid by the applicant is consistent with the tariff of the water supply or sewer service corporation and is reasonably related to the cost of installing on-site and off-site facilities to provide service to that applicant. If the utility commission finds the amount charged to be clearly unreasonable, it shall establish the fee to be paid for that applicant. An appeal under this subsection must be initiated within 90 days after the date written notice is provided to the applicant or member of the decision of an affected county or water supply or sewer service corporation relating to the applicant's initial request for that service. A determination made by the utility commission on an appeal under this subsection is binding on all similarly situated applicants for service, and the utility commission may not consider other appeals on the same issue until the applicable provisions of the tariff of the water supply or sewer service corporation are amended.

(h) The utility commission may, on a motion by the utility commission or by the appellant under Subsection (a), (b), or (f), establish interim rates to be in effect until a final decision is made.

(i) The governing body of a municipally owned utility or a political subdivision, within 60 days after the date of a final decision on a rate change, shall provide individual written

notice to each ratepayer eligible to appeal who resides outside the boundaries of the municipality or the political subdivision. The notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained. The governing body of a municipally owned utility or a political subdivision may provide the notice electronically if the utility or political subdivision has access to a ratepayer's e-mail address.

(j) In an appeal under this section, the utility commission shall ensure that every rate made, demanded, or received by any retail public utility or by any two or more retail public utilities jointly shall be just and reasonable. Rates shall not be unreasonably preferential, prejudicial, or discriminatory but shall be sufficient, equitable, and consistent in application to each class of customers. The utility commission shall use a methodology that preserves the financial integrity of the retail public utility. For agreements between municipalities the utility commission shall consider the terms of any wholesale water or sewer service agreement in an appellate rate proceeding.

(k) Not later than the 30th day after the date of a final decision on a rate change, the commissioners court of an affected county shall provide written notice to each ratepayer eligible to appeal. The notice must include the effective date of the new rates, the new rates, and the location where additional information on rates may be obtained.

**LIGHT FARMS
SEWER**

Month/Year	# of Homes	Sewer Sale	Gallons
MAY 2017	1046	65,900.00	8,595,653
JUNE 2017	1060	71,739.76	10,484,677
JULY 2017	1109	67,645.13	10,536,081
AUGUST 2017	1119	69,560.25	9,056,928
SEPTEMBER 2017	1135	79,079.17	11,754,241
OCTOBER 2017	1155	70,208.94	8,798,906
NOVEMBER 2017	1160	59,739.54	6,180,235
DECEMBER 2017	1184	48,942.06	3,717,642
JANUARY 2018	1206	57,509.60	5,141,854
FEBRUARY 2018	1243	64,429.05	6,148,880
MARCH 2018	1242	69,415.06	7,214,935
APRIL 2018	1283	72,546.90	7,632,431

Diana A. Ramirez

From: Rebekah Smith
Sent: Thursday, March 12, 2020 5:33 PM
To: Dan Jackson
Subject: Celina project detail report
Attachments: 108788 Celina - through 2-29-2020.xlsx; 108788 Celina - through 3-6-2020.xlsx

Hi Dan,

Attached is the project detail report with everybody's hours. The invoices totals match for 5/10/19, 6/5/19, 9/10/19 but then in November we invoiced them less than the effort (not sure why...). We made it up later, though... The total effort for the project is \$45,184.20 (through March 6th).

Our last invoice to the client was through February 29th; the total effort at that time was \$39,604.20 which was our total invoiced amount.

So overall, everything matches. I've attached a project detail report through 2/29/2020 and another one through 3/6/2020.

Good luck!

	Total Invoices	
May 10 2019	\$	3,660
June 5 2019		5,275
Sep 12 2019		279
Nov 4 2019		6,060
Dec 11 2019		6,060
Jan 9 2020		690
Feb 10 2020		7,342
March 5 2020		10,237
		<hr/>
		39,603
Forecast March 2020		10,000
Total through Filing of Testimony		49,603
Total Dan V. Jackson		40,000
Total Jason Gray		10,000

24809

Project Details Report

Project Manager Name: Jackson, Dan V.

Level 1 Project Segment 176,63 CELINA 2'12 PA'E APPEAL Customer C12941 - JAVISON TROIL REAM & CA

Level 2 Project Segment 100u CELINA 2013 RATE APPEAL

Level 3 Project Segment 099 - CELINA 2019 RATE APPEAL

[illegible]

24810

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Project Manager: Darin Jackson, Dr.D

Level 1 Project Segment: 10270 - CELINA 2019 RATE APPEAL, Co-Owner: C12911 DAVIDSON IROLO REAM & GA

Level 2 Project Segment: 10230 - CELINA 2019 RATE APPEAL

Level 3 Project Segment: 10230 - CELINA 2019 RATE APPEAL

24811



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-43068
INVOICE DATE : 11/4/2019
PROJECT # : 108788
CUSTOMER #: C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrlaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Fee Earned to Date \$15,274.00

Prior Billings: (\$9,214.00)

INVOICE TOTAL : \$6,060.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services
27368 Via Industria Suite 200, Temecula, CA 92590
Questions? Call (800) 755-6864

24812

24812



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-43258
INVOICE DATE : 12/11/2019
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrlaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through November 30, 2019

Fee Earned to Date \$21,334.00

Prior Billings: (\$15,274.00)

INVOICE TOTAL : \$6,060.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24813

24813

Terms: Accounts are payable within 30 days unless special arrangements are made. A service charge of 1 5% per month may be levied on overdue unpaid balances.



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-43572
INVOICE DATE : 1/9/2020
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrglaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through December 31, 2019

Fee Earned to Date \$22,024.70

Prior Billings: (\$21,334.00)

INVOICE TOTAL : \$690.70

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24814

24814



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-43744
INVOICE DATE : 2/10/2020
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrlaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through January 31, 2020

Fee Earned to Date \$29,367.20

Prior Billings: (\$22,024.70)

INVOICE TOTAL : \$7,342.50

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24815

24815

Terms: Accounts are payable within 30 days unless special arrangements are made. A service charge of 1.5% per month may be levied on overdue unpaid balances.



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-43974
INVOICE DATE : 3/5/2020
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrglaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through February 28, 2020

Fee Earned to Date \$39,604.20

Prior Billings: (\$29,367.20)

INVOICE TOTAL : \$10,237.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24816

24816



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-41393
INVOICE DATE : 5/10/2019
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtrglaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through April 30, 2019

Fee Earned to Date \$3,660.00

Prior Billings: \$0.00

INVOICE TOTAL : \$3,660.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit CheckTo: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24817

24817

Terms. Accounts are payable within 30 days unless special arrangements are made. A service charge of 1.5% per month may be levied on overdue unpaid balances.



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-41546
INVOICE DATE : 6/5/2019
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrlaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Professional Services through May 31, 2019

Fee Earned to Date \$8,935.00

Prior Billings: (\$3,660.00)

INVOICE TOTAL : \$5,275.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit CheckTo: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24818

24818



INVOICE

Attn : Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio, TX 78216

INVOICE # : 010-42404
INVOICE DATE : 9/12/2019
PROJECT # : 108788
CUSTOMER # : C42941
TERMS : NET 30 DAYS

Sent Via Email: plindner@dtgrlaw.com

Support for Water and Wastewater Rate Appeal for the City of Celina

Research materials related to the ongoing litigation over the City's water rates.

Fee Earned to Date \$9,214.00

Prior Billings: (\$8,935.00)

INVOICE TOTAL : \$279.00

To pay via ACH:

Bank: BMO Harris Bank / 111 W. Monroe Street, #5C, Chicago, IL 60603

Account Name: Willdan

Routing Transit Number: 071000288 / Account #: 4398830

Remit Check To: Willdan Financial Services

27368 Via Industria Suite 200, Temecula, CA 92590

Questions? Call (800) 755-6864

24819

24819



February 27 2019

Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio TX 78216

Re: Letter Agreement to Provide Support for Water and Wastewater Rate Appeal

Dear Mr. Lindner:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist Davidson Troilo Ream and Garza (DTRG) and the City of Celina in the pending appeal of its outside city limit water and wastewater rates before the Public Utility Commission. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

Scope of Services

We want to ensure that our scope of services is responsive to your needs. We will work with you to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

It is our understanding that a group of ratepayers is appealing the City's recently adopted water and wastewater rates for outside city customers to the Public Utility Commission (PUC). As the process of this appeal moves forward, there will be many tasks that will have to be completed. The actual tasks required will depend on the timing and circumstances of the appeal process.

Willdan proposes to be utilized on an as-needed basis to complete tasks as directed and authorized by you and the City. These tasks would include, but not be limited to, the following:

- Participation in team conference calls
- Preparation for and participation in team strategy sessions on site at the City or other designated location
- Development of Requests for Information to the Appellants, their designated experts, and PUC staff
- Gathering of data in response to Appellants and PUC staff RFIs.
- Preparation of prefiled testimony and supporting workpapers
- Preparation of cross-examination and review of appellants and PUC staff case
- Live testimony before the Public Utility Commission on the reasonableness of the rates
- Other tasks as designated by you and/or City Management

Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. All services are to be authorized by you and will be billed at our then-current hourly overhead consulting rates. We will bill DTRG and agree to receive payment upon payment from Celina to DTRG for our services. We will Our current hourly rates are:

Willdan Financial Services	
Vice President/Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst	\$110
Analyst Assistant	\$100

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to myself at djackson@willdan.com and also to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com



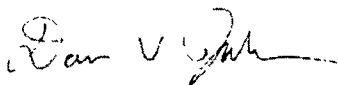
24821

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We appreciate this opportunity to serve DTRG and the City of Celina. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President

February 27 2019

Date

Davidson Troilo Ream and Garza



Signature

2/23/2019

Date

Patrick Lindner

Print Name

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between Davidson Troilo Ream and Garza ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing its services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of California.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

24823



February 27 2019

Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio TX 78216

Re: Letter Agreement to Provide Support for Water and Wastewater Rate Appeal

Dear Mr. Lindner:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist Davidson Troilo Ream and Garza (DTRG) and the City of Celina in the pending appeal of its outside city limit water and wastewater rates before the Public Utility Commission. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

Scope of Services

We want to ensure that our scope of services is responsive to your needs. We will work with you to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

It is our understanding that a group of ratepayers is appealing the City's recently adopted water and wastewater rates for outside city customers to the Public Utility Commission (PUC). As the process of this appeal moves forward, there will be many tasks that will have to be completed. The actual tasks required will depend on the timing and circumstances of the appeal process.

Willdan proposes to be utilized on an as-needed basis to complete tasks as directed and authorized by you and the City. These tasks would include, but not be limited to, the following:

- Participation in team conference calls
- Preparation for and participation in team strategy sessions on site at the City or other designated location
- Development of Requests for Information to the Appellants, their designated experts, and PUC staff
- Gathering of data in response to Appellants and PUC staff RFIs.
- Preparation of prefiled testimony and supporting workpapers
- Preparation of cross-examination and review of appellants and PUC staff case
- Live testimony before the Public Utility Commission on the reasonableness of the rates
- Other tasks as designated by you and/or City Management

24824

Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. All services are to be authorized by you and will be billed at our then-current hourly overhead consulting rates. We will bill DTRG and agree to receive payment upon payment from Celina to DTRG for our services. We will Our current hourly rates are:

Willdan Financial Services	
Vice President/Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst	\$110
Analyst Assistant	\$100

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to myself at djackson@willdan.com and also to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

24825



24825

We appreciate this opportunity to serve DTRG and the City of Celina. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President

February 27 2019
Date

Davidson Troilo Ream and Garza

Signature

Date

Print Name

24826

24826

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between Davidson Troilo Ream and Garza ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing its services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of California.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

24827

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Willdan Financial Services	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 27368 Via Industria, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Temecula, CA 92590	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
3	3	-	0	3	0	2	3	4	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Robert A. Smith</i>	Date ► <i>January 4, 2019</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding later.

24828



February 27 2019

Mr. Patrick Lindner
Davidson Troilo Ream and Garza
601 NW Loop 410 Se. 800
San Antonio TX 78216

Re: Letter Agreement to Provide Support for Water and Wastewater Rate Appeal

Dear Mr. Lindner:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist Davidson Troilo Ream and Garza (DTRG) and the City of Celina in the pending appeal of its outside city limit water and wastewater rates before the Public Utility Commission. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

Scope of Services

We want to ensure that our scope of services is responsive to your needs. We will work with you to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

It is our understanding that a group of ratepayers is appealing the City's recently adopted water and wastewater rates for outside city customers to the Public Utility Commission (PUC). As the process of this appeal moves forward, there will be many tasks that will have to be completed. The actual tasks required will depend on the timing and circumstances of the appeal process.

Willdan proposes to be utilized on an as-needed basis to complete tasks as directed and authorized by you and the City. These tasks would include, but not be limited to, the following:

- Participation in team conference calls
- Preparation for and participation in team strategy sessions on site at the City or other designated location
- Development of Requests for Information to the Appellants, their designated experts, and PUC staff
- Gathering of data in response to Appellants and PUC staff RFIs.
- Preparation of prefiled testimony and supporting workpapers
- Preparation of cross-examination and review of appellants and PUC staff case
- Live testimony before the Public Utility Commission on the reasonableness of the rates
- Other tasks as designated by you and/or City Management

24829

Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. All services are to be authorized by you and will be billed at our then-current hourly overhead consulting rates. We will bill DTRG and agree to receive payment upon payment from Celina to DTRG for our services. We will Our current hourly rates are:

Willdan Financial Services	
Vice President/Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst	\$110
Analyst Assistant	\$100

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to myself at djackson@willdan.com and also to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

We appreciate this opportunity to serve DTRG and the City of Celina. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President

February 27 2019

Date

Davidson Troilo Ream and Garza

Signature

Date

Print Name

24831

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between Davidson Troilo Ream and Garza ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing its services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of California.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

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CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.

Subchapter B. RATES, RATE-MAKING, AND RATES/TARIFF CHANGES.

§24.29. Interim Rates.

- (a) The commission may, on a motion by the commission staff or by the appellant under TWC, §13.043(a), (b), or (f), as amended, establish interim rates to remain in effect until a final decision is made.
- (b) At any time after the filing of a statement of intent to change rates under Chapter 13 of the TWC the commission staff may petition the commission to set interim rates to remain in effect until further commission action or a final rate determination is made. After a hearing is convened, any party may petition the judge or commission to set interim rates.
- (c) At any time during the proceeding, the commission may, for good cause, require the utility to refund money collected under a proposed rate before the rate was suspended or an interim rate was established to the extent the proposed rate exceeds the existing rate or the interim rate.
- (d) Interim rates may be established by the commission in those cases under the commission's original or appellate jurisdiction where the proposed increase in rates could result in an unreasonable economic hardship on the utility's customers, unjust or unreasonable rates, or failure to set interim rates could result in an unreasonable economic hardship on the utility.
- (e) In making a determination under subsection (d) of this section, the commission may limit its consideration of the matter to oral arguments of the affected parties and may:
 - (1) set interim rates not lower than the authorized rates prior to the proposed increase nor higher than the requested rates;
 - (2) deny interim rate relief; and
 - (3) require that all or part of the requested rate increase be deposited in an escrow account in accordance with §24.30 of this title (relating to Escrow of Proceeds Received under Rate Increase).
- (f) The commission may also remand the request for interim rates to the State Office of Administrative Hearings for an evidentiary hearing on interim rates. The presiding officer shall issue a non-appealable interlocutory ruling setting interim rates to remain in effect until a final rate determination is made by the commission.
- (g) The establishment of interim rates does not preclude the commission from establishing, as a final rate, a different rate from the interim rate.
- (h) Unless otherwise agreed to by the parties to the rate proceeding, the retail public utility shall refund or credit against future bills all sums collected in excess of the rate finally ordered plus interest as determined by the commission in a reasonable number of monthly installments.
- (i) Unless otherwise agreed to by the parties to the rate proceeding, the retail public utility shall be authorized by the commission to collect the difference, in a reasonable number of monthly installments, from its customers for the amounts by which the rate finally ordered exceeds the interim rates.

**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER
SERVICE PROVIDERS.**

Subchapter B. RATES, RATE-MAKING, AND RATES/TARIFF CHANGES.

- (j) The retail public utility shall provide a notice to its customers including the interim rates set by the commission or presiding officer with the first billing at the interim rates with the following wording: "The commission (or presiding officer) has established the following interim rates to be in effect until the final decision on the requested rate change (appeal) or until another interim rate is established."



Control Number: 49225



Item Number: 26

Addendum StartPage: 0

DOCKET NO. 49225

PETITION BY THE OUTSIDE CITY
RATEPAYERS APPEALING THE
WATER RATES ESTABLISHED BY
THE CITY OF CELINA

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RECEIVED
PUBLIC UTILITY COMMISSION
OF TEXAS
FILING CLERK
AUSTIN, TEXAS

COMMISSION STAFF'S FOURTH REQUEST FOR INFORMATION
TO CITY OF CELINA (CELINA)
QUESTION NOS. STAFF 4-1 THROUGH 4-6

Pursuant to 16 Texas Administrative Code (TAC) § 22.144, the Staff of the Public Utility Commission of Texas (Staff) requests that City of Celina (Celina) by and through its attorneys of record, provide the following information and answer the following question(s) under oath. The question(s) shall be answered in sufficient detail to fully present all of the relevant facts, within the time limit provided by the Presiding Officer or within 20 days, if the Presiding Officer has not provided a time limit. Please copy the question immediately above the answer to each question. These question(s) are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.

Provide an original and three copies of your answers to the questions to the Filing Clerk, Public Utility Commission of Texas, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78712-3326.

24836

24836

Dated: July 10, 2019

Respectfully Submitted,

**PUBLIC UTILITY COMMISSION OF TEXAS
LEGAL DIVISION**

Margaret Uhlig Pemberton
Division Director

Karen S. Hubbard
Managing Attorney

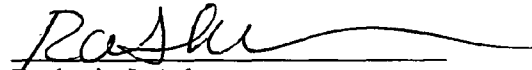


Rashmin J. Asher
State Bar No. 24092058
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(512) 936-7216
(512) 936-7268 (facsimile)
Rashmin.Asher@puc.texas.gov

DOCKET NO. 49225

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on July 10, 2019, in accordance with 16 TAC § 22.74.



Rashmin J. Asher

DOCKET NO. 49225

**COMMISSION STAFF'S FOURTH REQUEST FOR INFORMATION
TO CITY OF CELINA (CELINA)
QUESTION NOS. STAFF 4-1 THROUGH 4-6**

DEFINITIONS

- A. "Celina", "Company", or "you" refers to the City of Celina and any and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

- B. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, pictures, computer media, work papers, calendars, minutes of meetings or other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession. In the event any documents requested by this Request for Information have been transferred beyond the Company's control, describe the circumstances under which the document was destroyed or transferred and provide an exact citation to the subject document. In the event that documents containing the exact information do not exist, but documents do exist which contain portions of the required information or which contain substantially similar information, then the definition of "documents" shall include the documents which do exist and these documents will be provided.

DOCKET NO. 49225

**COMMISSION STAFF'S FOURTH REQUEST FOR INFORMATION
TO CITY OF CELINA (CELINA)
QUESTION NOS. STAFF 4-1 THROUGH 4-6**

INSTRUCTIONS

- 1) Pursuant to 16 TAC § 22.144(c)(2), Staff requests that answers to the requests for information and requests for admission be made under oath.
- 2) Please copy the question immediately above the answer to each question. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.
- 3) These questions are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer.
- 4) Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
- 5) The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
- 6) If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.
- 7) Pursuant to 16 TAC § 22.144(h)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.
- 8) Staff requests that each item of information be made available as it is completed, rather than upon completion of all information requested.

DOCKET NO. 49225

**COMMISSION STAFF'S FOURTH REQUEST FOR INFORMATION
TO CITY OF CELINA (CELINA)
QUESTION NOS. STAFF 4-1 THROUGH 4-6**

- Staff 4-1 Provide an electronic Microsoft Excel spreadsheet of the amounts in City of Celina's Response to Staff 3-2 bates pages 339, 340, 341, and 342, including the amounts and formulas within each cell to calculate each of the amounts.
- Staff 4-2 Reference City of Celina's Response to Staff 3-2, bates page 22. Provide an updated electronic Microsoft Excel spreadsheet that contains the wastewater data that matches the wastewater rates approved per City of Celina, Texas Ordinance 2019-08.
- Staff 4-3 Provide an electronic copy of each Microsoft Excel spreadsheet file in the 2018 Water and Wastewater Rate Study and Financial Forecasts.
- Staff 4-4 Reference the City of Celina's response to Staff RFI 3, and the application, bates pages 340-342. Cross reference each amount provided on bates pages 340, 341, and 342 to the City of Celina's city's financial records or any other supplemental information provided.
- Staff 4-5 Provide a list of debt instruments the City of Celina had issued and are currently outstanding that were used to provide water and sewer service at the time ordinance No. 2019-8 was approved. For each debt instrument listed, indicate the amount that is attributable to providing water and sewer service to Collin County MUD #1, including the bates page reference # of the amortization schedule.
- Staff 4-6 For each of the City of Celina's outstanding debt, please provide the amount of impact fees that have been collected, as well as will be collected, pursuant to the terms of the Development Agreement provided in response to Staff RFI 3-9 or any other agreement by the City and Collin County MUD #1.

DOCKET NO. 49225

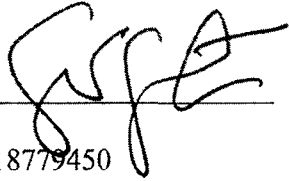
PETITION BY OUTSIDE CITY	§	
RATEPAYERS APPEALING THE	§	PUBLIC UTILITY COMMISSION
WATER RATES ESTABLISHED BY	§	
THE CITY OF CELINA	§	OF TEXAS

RULE 11 AGREEMENT FOR EXTENSION OF TIME

NOW COMES, the City of Celina ("City") and files this Rule 11 Agreement for Extension of Time in the above-styled docket and would respectfully show as follows:

The City asserts that it is unable to comply with the deadline set to respond to Commission Staff's Fifth Requests for Information. Pursuant to Rule 11, Texas Rules of Civil Procedure,¹ Commission Staff has agreed to an extension of time for the City to file its responses to Staff's Fifth Requests for Information to November 18, 2019. The City will file supplemental narrative information explaining its responses by December 6, 2019.

Respectfully submitted,
DAVIDSON TROILO REAM & GARZA, P.C.
919 Congress Avenue, Suite 810
Austin, Texas 78701
Telephone: (512) 469-6006
Facsimile: (512) 473-2159


By: 
Scott Smyth
State Bar No. 18779450
ssmyth@dtgclaw.com
Patrick W. Lindner
State Bar No. 12367850
plindner@dtgclaw.com

ATTORNEYS FOR CITY OF CELINA

¹ Tex. R. Civ. Proc. 11.

AGREED:

Public Utility Commission of Texas Staff


Rashmin J. Asher
State Bar No. 24092058

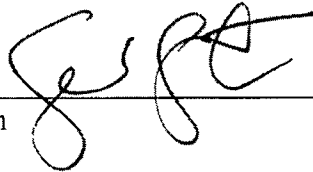
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document has been served on all parties of record on this 28th day of October, 2019, in accordance with 16 Tex. Admin. Code § 22.74.

Randall B. Wilburn
Helen S. Gilbert
Gilbert Wilburn, PLLC
7000 N. MoPac Expressway, Suite 200
Austin, TX 78731
rbw@gwtlaw.com
hgilbert@gwtlaw.com

Rashmin J. Asher
Staff Attorney
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78711
Rashmin.asher@puc.texas.gov

Scott Smyth





Control Number: 49225



Item Number: 33

Addendum StartPage: 0

DOCKET NO. 49225

**PETITION BY OUTSIDE CITY
RATEPAYERS APPEALING THE
WATER RATES ESTABLISHED BY
THE CITY OF CELINA**

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**PUBLIC UTILITY COMMISSION
OF TEXAS**

2019 SEP 26 PM 2:44

**COMMISSION STAFF'S MOTION TO COMPEL RESPONSES TO STAFF'S FIFTH
REQUESTS FOR INFORMATION**

COMES NOW the Staff (Staff) of the Public Utility Commission of Texas (Commission), representing the public interest and files this Motion to Compel. In support thereof, Staff shows the following:

I. BACKGROUND

On February 14, 2019, outside city ratepayers of the City of Celina (Ratepayers) filed a petition appealing the decision of the City of Celina (City) to increase rates for water and wastewater services, effective January 1, 2019. Ratepayers filed an amended petition on March 15, 2019. Additionally, on April 5, 2019, City filed a Notice of Corrected Effective Date. The Ratepayers filed Petitioners' Response to City's Notice of Corrected Effective Date on April 12, 2019.

On September 3, 2019, Staff filed its Fifth Requests for Information Question Nos. 5-1 Through 5-3. On September 23, 2019, City filed Objections to Staff's Third Set of Requests for Information. Under Texas Administrative Code 22.144(e), "a party seeking discovery shall file a motion to compel no later than five working days after the objection is received." Therefore, this pleading is timely filed.

II. MOTION TO COMPEL

A party may obtain discovery regarding any matter that is not privileged and is relevant to the subject matter of the pending action, and may obtain discovery of information that is reasonably calculated to lead to the discovery of admissible evidence.¹ Additionally, to the extent a party has an objection to a discovery request, a party must state specifically the legal or factual

¹ Tex. R. Civ. Proc. 192.3; 16 TAC § 22.141(a).

basis for its objection and the extent to which the party is refusing to comply with the discovery request.² The Commission's Procedural Rules also require a party objecting to discovery to object specifically to a particular RFI.³ Additionally, the Commission's procedural rules also require that "[a]ll argument upon which the objecting party relies shall be presented in full in the objection."⁴

The City made a "outside the City's possession, custody, or control" objection to each of Staff's Fifth Requests for Information. "Possession, custody, or control" does not only include documents that are within the actual physical possession of the City, but also documents within the City's constructive possession or documents that the City has a right to obtain from a third party.⁵ "The right to obtain possession is a legal right based on the relationship between the party responding to the discovery and the person or entity that has actual possession."⁶ In making its objection, City stated that "[t]he City has not contracted to with its consultant to obtain the spreadsheets in any other format than PDF."⁷ However, City continues stating that "if and when the City is given an opportunity to provide its direct testimony in this case, the City would plan to enter into an agreement with the consultant to obtain access to such highly sensitive confidential spreadsheets."⁸ Here, the City has the ability to contract with its consultants in order to provide these spreadsheets. It is also clear that this evidence is relevant to the subject matter of the pending action. It appears that the City believes it should only have an obligation to provide the native spreadsheets once this case is referred to SOAH. However, as stated in 16 TAC § 22.144(a), "[a]t any time after an application is filed ... any party may serve upon any other

² Tex. R. Civ. Proc. 193.2(a).

³ *In re Exmark Mfg. Co.*, 299 S.W.3d 519, 524 (Tex. App. – Corpus Christi 2009) (citing *In re CI Host, Inc.*, 92 S.W.3d 514, 516-17) (Tex. 2002)).

⁴ 16 TAC § 22.144(d)(1).

⁵ *In re James Summersett III*, 438 S.W.3d 74, 81 (Tex. App.—Corpus Christi – Edinburg) (citing *GTE Commc'ns Sys. Corp. v. Tanner*, 856 S.W.2d 725, 729 (Tex. 1993)).

⁶ *In re James Summersett III*, 438 S.W.3d 74, 81 (Tex. App.—Corpus Christi – Edinburg).

⁷ City of Celina's Response to Commission Staff's Fifth Requests for Information Nos. 5-1 through 5-3 at 3-5 (Sept. 23, 2019).

⁸ *Id.*

party written requests for information and requests for admission of fact.”⁹ Therefore, it should not matter that this case has not yet been referred to SOAH. Furthermore, as a practical matter the increased rates for water and wastewater services were effective on March 19, 2019. The City should have access to the spreadsheets for the 2018 Water and Wastewater Rate Study and the Comprehensive Financial Annual Report used to develop these rates.

III.CONCLUSION

Staff respectfully requests the entry of an order consistent with this pleading overruling City’s objections to Staff’s fifth set of RFIs to the City.

⁹ 16 TAC § 22.144(a).

**PUBLIC UTILITY COMMISSION OF
TEXAS LEGAL DIVISION**

Margaret Uhlig Pemberton
Division Director

Rachelle Nicolette Robles
Managing Attorney

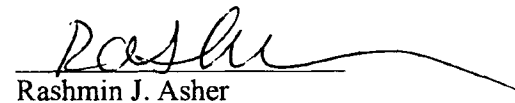


Rashmin J. Asher
State Bar No. 24092058
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(512) 936-7216
(512) 936-7268 (facsimile)
Rashmin.Asher@puc.texas.gov

DOCKET NO. 49225

CERTIFICATE OF SERVICE

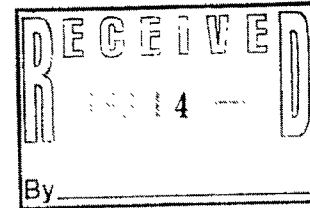
I certify that a copy of this document will be served on all parties of record on September 26, 2019 in accordance with 16 TAC § 22.74.



Rashmin J. Asher

24848

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 Congress Avenue
PO Box 13326
Austin, TX 78711-3326



February 8, 2019

RE: Appeal of the City of Celina Water Rates

Dear PUC Board Members:

Please accept seven copies of this petition (including the original), appealing the water rates approved by the Celina City Council on November 13, 2018.

The undersigned request that the Public Utility Commission of Texas review the decision of the City Council to determine if the rates charged to the Ratepayers are just and reasonable. All of the Ratepayers reside outside the corporate boundaries of the City, and most, if not all, reside within the boundaries of Collin County Municipal Utility District No. 1 (the "MUD"), which is located outside the corporate boundaries of the City. Based on the City's Code of Ordinances (the "Code"), the City charges the Ratepayers for water service at the "Out-of-City Residential Rate" which is based on a multiple of the rate charged residents located within the City. Under the Code, that multiple is currently at 1.5 times the rate charged to residents located within the City.

Typically, a municipality will charge ratepayers located outside the boundaries of the municipality a higher rate because of 1) the costs incurred by the municipality to construct the necessary facilities to extend services to reach such ratepayers, and 2) the costs to the municipality to operate and maintain such facilities at a distance greater than the municipal boundaries. The MUD, and not the City, has funded construction of the portion of both the off-site and on-site water infrastructure comprising the City System that serves the Ratepayers. This water infrastructure paid for by the MUD was designed to serve not only the area within the MUD, but areas within the City as well. Accordingly, the City did not incur costs in constructing the facilities to serve the Ratepayers that would justify a higher rate to serve the Ratepayers. Further, although the MUD is not located within the corporate boundaries of the City; its boundaries are contiguous to the corporate limits of the City on three sides of the MUD. The Ratepayers do not reside in an area remote or distant from the in-City service area. Rather, the area within the MUD acts as a "service hub" facilitating water service in the area of the MUD. Therefore, the City does not incur increased costs resulting from the location of the Ratepayers that would justify a higher rate.

Public Utility Commission of Texas
Celina Water Rate Petition (Cover letter)
February 8, 2019
Page 2

In summary, the City has not and will not incur costs to provide service to Ratepayers that justify both the current Out-of-City Residential Rate and the proposed rate increases to be charged to the Ratepayers.

The ratepayers are objecting to the 1.5 multiplier charged to ratepayers within the MUD charged by the City of Celina on the grounds that it is unjust and unreasonable and it unfairly burdens the ratepayers with costs to serve new development. The undersigned ratepayers hereby petition the Commission to set interim water rates charged to the MUD equivalent to the "In-City" water Rates.

Sincerely,

A handwritten signature in black ink, appearing to read "Lissa Shepard", written over a horizontal line.

Lissa Shepard

Cc: The City of Celina
State Representative Scott Sanford
State Senator Pat Fallon

24850

24850

DOCKET NO. 49225

**PETITION BY OUTSIDE CITY
RATEPAYERS APPEALING THE
WATER RATES ESTABLISHED BY
THE CITY OF CELINA**

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2019 FEB 15 AM 11:50
**PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS**

**ORDER NO. 1
REQUIRING RESPONSES AND
ADDRESSING OTHER PROCEDURAL MATTERS**

On February 14, 2019, certain ratepayers (Petitioners) of the City of Celina (City) filed, under Texas Water Code § 13.043(b)(3), an appeal of the City's rates approved by the Celina City Council on November 13, 2018, pursuant to city ordinance number 2018-66 and effective on January 1, 2019.

I. Requiring Comments on the Administrative Completeness of Appeal

Commission Staff shall file comments on the administrative completeness of the petition by March 18, 2019.¹

II. Response to the Petition by the City

The City shall file a response to the Petitioners' petition by March 18, 2019.

III. Requesting Procedural Schedule

By March 18, 2019, the City, Petitioners, and Commission Staff shall confer and file comments on how this proceeding should be processed and propose a procedural schedule.

IV. Filing Requirements

Responsive pleadings are governed by 16 TAC § 22.78. Unless otherwise specified, responses or replies to any motion or other pleading shall be filed within five working days after the date on which the motion or other pleading was received by the responding party. The Commission will consider a failure to respond timely as agreement to the relief requested.

¹ 16 Texas Administrative Code (TAC) § 24.8(a).

All parties shall provide their current addresses, telephone and facsimile numbers, if available, to all other parties and the Commission by filing and serving all parties with such information. Each party shall provide the Commission and all parties with updated address, telephone, and facsimile information if such information changes. The telephone and facsimile numbers will be placed on the service list for the convenience of the parties. Parties are responsible for updating their own service lists to reflect changed information and the addition of any other parties.

Unless otherwise specified, an original and 10 copies of documents relating to this proceeding must be filed with the Commission filing clerk.² A copy of each document filed with the Commission must also be served on all parties.³

Ex parte communications with the administrative law judge and presiding officer are prohibited.⁴ Parties shall communicate only through written documents filed with the Commission's filing clerk and served on all parties. Questions concerning this Order or any other order must be submitted in writing, filed with the Commission, and served on all parties of record.

Signed at Austin, Texas the 14th day of February 2019.

PUBLIC UTILITY COMMISSION OF TEXAS


HUNTER BURKHALTER
ADMINISTRATIVE LAW JUDGE

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² 16 TAC § 22.71.

³ 16 TAC § 22.74.

⁴ 16 TAC § 22.3(b)(2).

EVENT	DEADLINE
Intervention Deadline	January 21, 2020
City of Celina's Direct Testimony	March 17, 2020
Objections to City of Celina's Direct Testimony	March 31, 2020
Replies to Objections to City of Celina's Direct Testimony	April 7, 2020
Ratepayer's Direct Testimony or Statement of Position	May 26, 2020
Objections to Ratepayer's Direct Testimony	June 9, 2020
Replies to Objections to Ratepayer's Direct Testimony	June 23, 2020
Staff's Direct Testimony	July 7, 2020
Objections to Staff's Direct Testimony	July 14, 2020
Replies to Objections to Staff's Direct Testimony	July 21, 2020
City of Celina's Rebuttal Testimony	August 4, 2020
Objections to City of Celina's Rebuttal Testimony	August 11, 2020
Deadline to serve written requests for discovery	August 18, 2020
Replies to objections to City of Celina's Rebuttal Testimony	August 25, 2020
Deadline to file dispositive motions	September 8, 2020
Deadline to file responses to dispositive motions	September 15, 2020
Hearing on the Merits	September 22-24, 2020

Diana A. Ramirez

From: Scott Smyth <SSmyth@dtgrlaw.com>
Sent: Tuesday, January 14, 2020 2:54 PM
To: Dan Jackson; Jason Laumer
Cc: Patrick Lindner
Subject: REVISED: Proposed Agreed Procedural Schedule

Dan and Jason,

I have had to tweak a few of the dates in the earlier draft procedural schedule. These changes shouldn't affect you (our testimony and the hearing remain unchanged) but it will help us when we are responding to various objections. Here is the corrected list.

Please let me know if you have any requested changes.

Thanks.

Scott

EVENT	DEADLINE
Intervention Deadline	January 21, 2020
City of Celina's Direct Testimony	March 17, 2020
Objections to City of Celina's Direct Testimony	March 24, 2020
Replies to Objections to City of Celina's Direct Testimony	April 7, 2020
Ratepayer's Direct Testimony or Statement of Position	April 21, 2020
Objections to Ratepayer's Direct Testimony	May 5, 2020
Replies to Objections to Ratepayer's Direct Testimony	May 19, 2020
Staff's Direct Testimony	June 16, 2020
Objections to Staff's Direct Testimony	June 23, 2020
Replies to Objections to Staff's Direct Testimony	June 26, 2020
City of Celina's Rebuttal Testimony	July 7, 2020
Objections to City of Celina's Rebuttal Testimony	July 14, 2020
Deadline for written requests for discovery	July 17, 2020
Replies to objections to City of Celina's Rebuttal Testimony	July 20, 2020

24854

Identification of Witnesses that will be subject to Cross-Examination at the Hearing on the Merits	July 28, 2020
Hearing on the Merits	August 11-12, 2020

From: Scott Smyth
Sent: Tuesday, January 14, 2020 11:20 AM
To: Dan Jackson; Jason Laumer
Cc: Patrick Lindner
Subject: FW: DOCS1-#263893-v1-49225 - _Agreed_Mot__for_Proc__Sched__and_Cancel_Prehearing_Conf_

Dan and Jason,

After speaking with the PUCT Staff attorney, I am trying to see if we can work up an agreed procedural schedule in this case and then ask to cancel the prehearing conference scheduled for January 21, 2020. The attorney asked that I draft up a schedule and then run it by the ratepayers' attorney and her to see if everyone can agree.

But first, I need to know if this schedule is acceptable with you. Both of you will have to attend the hearing on the merits, so please make especially sure those dates are okay. Once I have incorporated any requested changes from you, then I will send the updated version to the ratepayers' attorney and the PUCT Staff attorney to see if they can agree to it. This schedule follows most of the PUCT norms about timing between filings.

Please let me know your thoughts as soon as possible since the prehearing conference is scheduled for next Tuesday and we need to file this quickly.

Thanks.

Scott

Scott Smyth



Capitol Center
 919 Congress Ave., Suite 810
 Austin, Texas 78701-2444
 512.469.6006 Office
 512.473.2159 Fax
www.dtrglaw.com

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24855



City of Celina

2018 Water and Wastewater Rate Study and Financial Forecast City Council Meeting



October 2018

24856

24856

Facts about Water and WW Rates in the 21st Century



- Average utility has been increasing rates 5-6% per year; trend expected to continue
- Rate adjustments are primarily due to reasons beyond a utility's control – inflation, system replacement, etc.
- 30-40% of utilities currently charge rates that do not cover their costs
- General rule: a utility can have low rates or high quality service but NOT both!

City of Celina

Current Water Rate Structure



Residential Rates

Minimum Charge by Meter Size 3/4"	\$ 23.15
(Includes 2,000 Gallons in Base 1"	38.93
1 1/2"	77.87
2"	124.59

Volume Rate (per 1,000 Gallons)

2,001 10,000	\$ 5.06
10,001 20,000	7.66
20,001 30,000	9.02
30,001 Above	13.02

Commercial Rates

Minimum Charge by Meter Size 3/4"	\$ 27.81
(Includes 2,000 Gallons in Base 1"	48.67
1 1/2"	97.34
2"	155.74
3"	233.60
4"	389.34

Volume Rate (per 1,000 Gallons)

2,001 10,000	\$ 5.06
10,001 20,000	7.66
20,001 30,000	9.02
30,001 Above	13.02

Outside Rates 50-121% higher

Residential Rates

Minimum Charge	3/4"	\$ 21.50
(Includes 2,000 Gallons in Base	1"	38.63
	1 1/2"	72.10
	2"	123.60

Volume Rate (per 1,000 Gallons) \$ 5.84

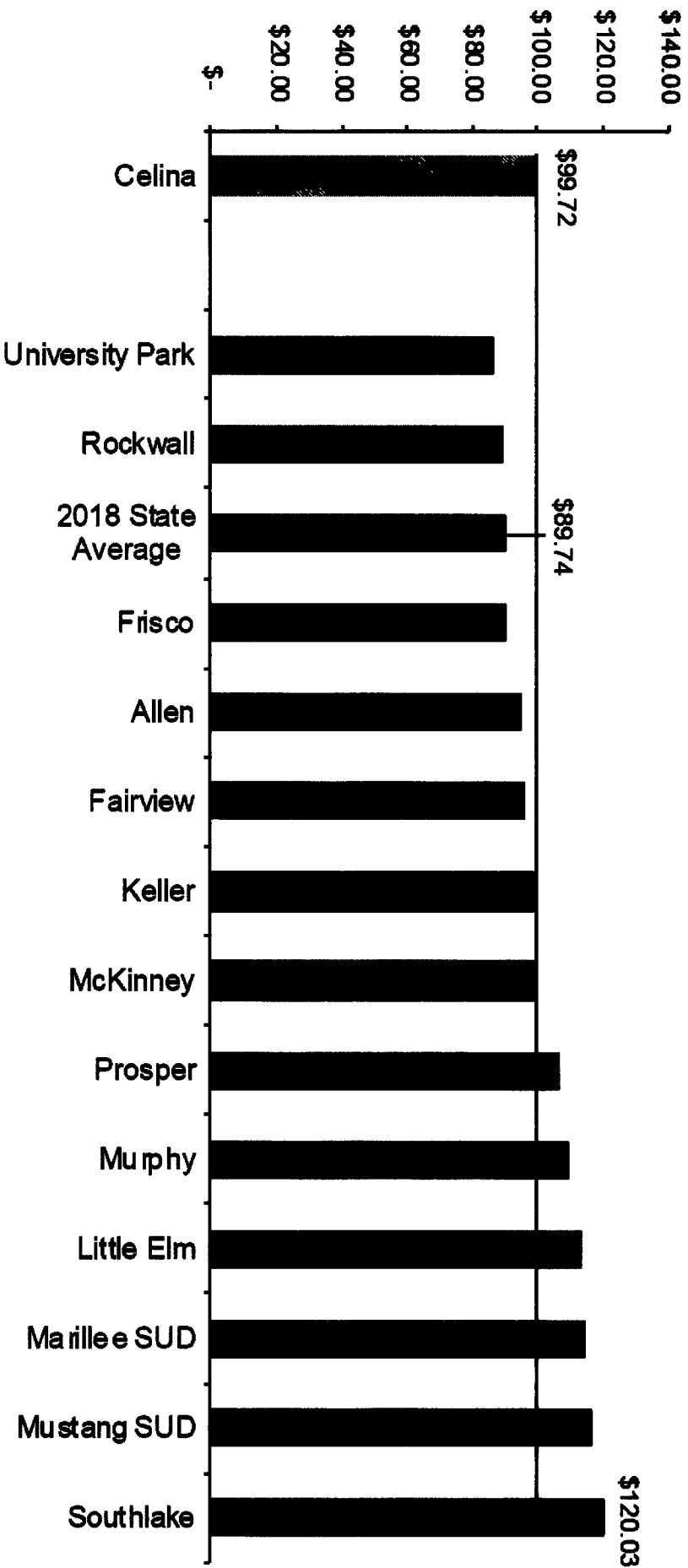
* Volumes are capped at 14,000 monthly water use

Commercial Rates

Minimum Charge by Meter Size	3/4"	\$ 25.75
(Includes 2,000 Gallons in Base	1"	48.29
	1 1/2"	90.13
	2"	154.50
	4"	386.25

Volume Rate (per 1,000 Gallons) \$ 5.84

Monthly Residential Charge Comparison 10,000 Gal Water/WW



Current Water and Wastewater Accounts



WASTEWATER Customer Accounts

Residential	3,611
Residential Outside	1,211
Commercial	241
Commercial Outside	<u>28</u>
Total Accounts	5,090

Residential	4,208
Residential Outside	1
Commercial	146
Commercial Outside	<u>1</u>
Total Accounts	4,356

24860

Service Area Forecast Population Growth



	<u>Population</u>	<u>Total Increase</u> <u>Actual</u>	<u>Percent</u>
2018	16,451		
2019	20,543	4,092	24.9%
2020	25,868	5,325	25.9%
2021	31,440	5,572	21.5%
2022	37,099	5,659	18.0%

24861