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SOAH DOCKET NO. 473-19-5831.WS

PUBLIC UTILITY COMMISSION
FILING CLERK

PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**OUT-OF-DISTRICT RATEPAYERS’
MOTION FOR PARTIAL SUMMARY DECISION AND
REQUEST FOR INTERIM RATES**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

The out-of-district ratepayers (“Ratepayers”) of the El Paso Water Control and Improvement District No. 4 (“District”) seek a partial summary decision as permitted by Public Utility Commission (“PUC”) rule 16 TAC §22.182. Ratepayers further ask that an interim rate be established for the remainder of these proceedings as authorized by PUC rule 16 TAC §24.37.

I. INTRODUCTION

On March 18, 2019 Ratepayers appealed the rates implemented by the District on January 1, 2019 that increased the cost of water and wastewater by 5% and re-established a scaled rate differential of at least 74.9% between in- and out-of- district ratepayers. **Dckt. Item No. 1.** Ratepayers contend the appeal was timely, signed by the requisite number of ratepayers, and administratively complete. **Dckt. Item No. 13.** Questions regarding the adequacy of the petition have been fully briefed. **Dckt. Item Nos. 7, 13, & 14.** On August 8th the PUC referred several issues in this case for resolution by the State Office of Administrative Hearings (SOAH). **Dckt. Item No. 39.** Among those issues are:

Issue #2: Should the Commission establish or approve interim rates to be in effect until a final decision is made?

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Issue #3: Do the retail water and sewer rates being charged petitioners by the district fulfill the requirements of TWC §13.043?

Issue #5: What information was available to the district at the time it made its decision to increase the water and sewer utility service rates?

Ratepayers request a partial summary decision on the latter two; and a decision on the first of these issues.

II. ARGUMENT

a. Partial Summary Decision on Issues #3 and 5

On June 25, 2019 Ratepayers submitted their first requests for information to the District. **Dckt Item No. 21.** On August 7th the District responded to Ratepayers' requests. **Dckt. Item No. 38.** The content of those responses confirm that the District has no evidence justifying the adopted rate differential for in- and out-of-district ratepayers. *Id.* at p. 3, 8, and 13; **Exhibit B-D of Attachment A.** Ratepayers therefore seek a summary decision regarding Issues #3 and 5. There is no genuine issue of material fact that there is no evidence to support a finding that the rates as applied to out-of-district ratepayers are reasonable, just, and not unreasonably preferential in violation of Texas Water Code §13.043(j). The undisputed information available to the district at the time it established these rates did not justify the rate differential.

i. Legal Standard

Officers presiding over rate appeals may grant a motion for partial summary decision when the moving party shows there is no genuine issue of material fact and that it is entitled to a decision as a matter of law. 16 TAC §22.182(a); *see also* 1 TAC §155.1(f) (adopting PUC procedural rules for cases referred from that agency to SOAH). Movants for summary decision may rely on affidavits and materials produced in discovery, as well as any other evidence on the record. *Id.* The District cannot meet its burden to show the differential in rates charged to out-of-district ratepayers is just or reasonable, and not unreasonably preferential because at the time it

took the appealed rate action it had no evidence of the costs of serving these different residences. Ratepayers are therefore entitled to judgment as a matter of law on the issue.

ii. Materials obtained in discovery establish that the District cannot meet its burden to show rate differential is just and reasonable.

Water and wastewater rates charged by special districts, such as the District, must be just and reasonable. Tex. Water Code §13.043(j); 16 TAC §24.101(i). To be just and reasonable, rates must be based on the cost of service and allow for a reasonable return on invested capital. *Suburban Utility Corp. v. Public Utility Com'n of Texas*, 652 S.W.2d 358, 362 (Tex. 1983)¹; 16 TAC §24.41; 16 TAC §24.43.

State law also prohibits rates that are unreasonably preferential or prejudicial between customer classes. Tex. Water Code §13.043(j); 16 TAC §24.101(i). Therefore, in order to prevail on the issue of whether its rates comply with Texas Water Code §13.043(j), the District must be able to show that its rates are just and reasonable as they are applied to separate customer classes. *See City of Texarkana v. Wiggins*, 246 S.W.2d 622, 626 (Tex. 1952)(finding when a utility provider is prohibited from unjustified discrimination “the question presents itself whether there is in fact justification for treating [out-of-city ratepayers] differently than residents.”); *see also* Interim Order, 2009 WL 261226 (Tex. Com. Env. Qual.). It is not enough to show that Ratepayers’ homes are on the other side of the District’s boundaries, the District must be able to show there is a difference in the cost of service between these customer classes that justifies the established rate differential. *Wiggins*, 246 S.W.2d at 626-27. The District cannot meet that burden.

When evaluating the reasonableness of water and wastewater rates, the presiding officer must consider only the information available to the District at the time of its decision. 16 TAC

¹ The principle of basing rates on the cost of service also applies to government operated utilities. *Black v. City of Killeen*, 78 S.W.3d 686, fn. 5 (Tex. Civ. App. 2002).

§24.101(e). In its responses to Ratepayers' First Requests for Information, the District admitted it does *not* determine its rates based on the costs of servicing in-district versus out-of-district ratepayers. **Ex. B-D to Ekrut Aff., Attachment A.** For example, the District stated “[t]he District does not allocate or break down final cost between out-of-district and in-district ratepayer, or document how costs are accounted for in the rates charged specifically to [Ratepayers].” **Ex. B to Ekrut Aff., Attachment A.** It further admitted that it does not maintain analysis of cost differentials for operation and maintenance expenses, and debt service, between the customer classes. **Ex. C & D to Ekrut Aff., Attachment A.** The only apparent difference between in- and out-of- district Ratepayers is the location of a customer’s home in relation to the District’s boundary. This is insufficient grounds to charge out-of-district ratepayers 75% more for water and wastewater services.

Expert for the Ratepayers, Chris Ekrut, testifies in his affidavit that without a cost-of-service break-down the District “cannot identify or justify the basis for the rate differential for in-district and out-of-district ratepayers” and that the District could not “do so at the time the rate action being protested was taken.” **Ekrut Aff., Attachment A at 4.** Mr. Ekrut explains the District did not determine separate customer class responsibility in accordance with the national standards for establishing rates for separate customer classes. ***Id* at 4-5.** He further attests that without conducting this analysis, the differential in rates cannot be just or reasonable, and are prejudicial and discriminatory. ***Id* at 5-6.**

As the District cannot produce evidence justifying a 75% differential in cost of service to in- and out-of-district ratepayers, it cannot meet its burden to prove the water and wastewater rates charged to Ratepayers are just and reasonable as applied to the separate customer classes. *Wiggins*, 246 S.W.2d at 626-27; *see also* Ratepayer’s Appeal of the Decision by the City of

Wilmer to Change Water Rates, 2016 WL 127296 (Tex. P.U.C.) (finding the rates unreasonably preferential to in-city ratepayers when the City failed to produce evidence supporting a double rate for out-of-city ratepayers). Therefore, Ratepayers ask the rate differential be declared unjust, unreasonable, and unreasonably preferential.

In granting a partial summary decision, factually undisputed answers to referral questions 3 and 5 can be made as to the District's rate differential. First, in answering issue #5, the only information about the cost-of-service available to the District at the time it took the appealed action regarded the entire district. The District possessed no any information differentiating costs for in- versus out-of district ratepayers. As a result, the District considered no evidence distinguishing in- from out-of-district customers, and therefore the rate differential does not meet any of the requirements of TWC § 13.043(j) in response to issue #3. Ratepayers ask these findings be made.

b. Decision Imposing Interim Rates Under Issue #2

In addition to a summary decision, Ratepayers seek a decision regarding Issue #2 – that this Court impose an interim rate for the remainder of the proceedings. Ratepayers request this rate be the same as rates charged to in-district ratepayers of an escalating rate starting from a base of \$54.05 a month. **Rate Notice, Attachment B.** Ratepayers propose the interim rate go into effect on October 1, 2019, not more than 30 days after this motion is filed.

i. Legal Standard

Interim rates are permissible in rate appeals where the 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.” 16 TAC §24.37(d). The Presiding Officer should establish interim rates on a showing of good

cause, based on a series of factors such as the utility's ability to obtain approval for relief and changes in circumstances. 16 TAC §22.125(c). On a motion for interim rates the utility bears the burden of showing that its rates are just and reasonable. 16 TAC §22.125(d). The District cannot meet this burden. Additionally, the current rate charged to Ratepayers is financially burdensome. Therefore, an interim rate of in-district rates is appropriate for the pendency of this appeal.

ii. The rate differential between in- and out-of-district ratepayers is unjust and unreasonable, and causes an economic hardship for the out-of-district ratepayers.

Ratepayers pay a minimum of 75% more for water and wastewater services than in-district ratepayers. Ratepayers have already established that no facts support that this differential is just, reasonable, and not unreasonably preferential to in-district ratepayers, and cannot be supported by the materials in the District's possession at the time of the appealed action. This is reason enough to justify an order of interim rates. However, the rates also impose a financial hardship on Ratepayers.

The median household income of the Fabens area where Ratepayers reside is \$26,289 and 30% of the population lives below the poverty line. U.S. Census Bureau, American Fact Finder, factfinder.census.gov, (Aug. 22, 2019). The current base rate for out-of-district water users is \$96.16 a month, or 4.38% of the area median income (compared to 2.6% for in-district consumers). **Attachment B.** However, four out-of-district ratepayers attest in their affidavits that they pay more than the base rate for water and wastewater services each month. Each of these households pay between \$110 and \$130 a month for water and wastewater services, or more than 5% of the area median income. **See Affs. Of Tarango, Rivera, Corona, and Martinez, Attachments C-F.**

In order to compensate for this proportion of their income paying for water, Ratepayers have had to cut-back on purchases of necessities for their households. Ratepayers Elsa Rivera, Lorena Tarango, and David Corona attest that they often must limit the amount of food they purchase in order to cover the costs of their water bills. **Tarango, Rivera and Corona Affs., Attachments C, D, and E.** Mr. Corona and Mrs. Tarango both state that they have to limit their use of their personal vehicles, either by not purchasing gas or by carpooling. **Tarango and Corona Affs., Attachment C and E.** Ratepayers must forgo expenditures on local entertainment that would benefit the local economy. **Corona and Martinez Affs., Attachment E and F.**

Ratepayers have also had to make changes to their household activities in order to limit the amount of water they use. Mrs. Tarango attests that in order to keep their water bills lower, they will forgo washing clothes and occasionally her children must wear the same clothing more than once before a washing. **Tarango Aff., Attachment C.** Ratepayer Ayme Martinez does not allow her children to take baths. **Martinez Aff., Attachment F.** Mrs. Martinez and Mr. Corona both forgo watering the plants in their yard, and Mrs. Martinez's trees have begun to die as a result. **Corona and Martinez Affs., Ex. E and F.**

Finally, the excessive cost of water services means that even after modifying household consumption of water and other goods, Ratepayers still cannot always make ends meet. For example, both Mrs. Tarango and Mrs. Rivera attest they often must seek financial assistance from outside their homes in order to meet their monthly financial obligations. **Tarango and Rivera Affs., Attachments C and D.** Similarly, Mr. Corona sometimes must choose between paying different utility bills if his household has insufficient funds to cover every bill. **Corona Aff., Attachment E.**

The out-of-district rates for water and wastewater services are a financial burden on the Ratepayers. Their households must sacrifice household necessities and forgo water consumption in order to meet their monthly financial obligations. This sometimes is still not enough. The District has imposed these financially burdensome rates without any evidence of increased cost of service to this area. Ratepayers should not continue to bear this unjustified financial burden until the conclusion of these proceedings.

iii. There is good cause to establish interim rates.

Interim rates are appropriate upon a showing of good cause. 16 TAC §22.125(c). The Presiding Officer must consider (1) the utility's ability to anticipate the need for relief and its ability to obtain approval before relief is needed; (2) other remedies under law; (3) changed circumstances; the effect of granting the request on the parties and the public interest; (4) whether interim relief would establish uniform system-wide rates; and (5) all other relevant factors. Each of these factors weighs in favor of setting interim rates. In particular, the District has shown that it is unwilling to grant Ratepayers relief where available. As such, Ratepayers are likely to face an additional increase in their water and wastewater rates.

The Ratepayers' subdivision of Mesa del Norte lies within the jurisdiction of the Lower Valley Water District (LVWD). The Ratepayers are served by the District under an interlocal executed by the two water districts. **Attachment G.** Efforts have been made to transfer the service provider from the District to LVWD, and it was anticipated that such a transfer would take effect in October of 2019. This transfer would dramatically decrease the costs of the water and wastewater for Ratepayers. However, it has become apparent that LVWD will not be able to provide wastewater services to the subdivision in that timeframe. As an interim measure, LVWD has offered to enter a second interlocal with the District whereby it would pay the District out-of-

district rates but charge Ratepayers in-district rates. **Attachment H.** It is Ratepayers' understanding that the District will not agree to this proposal, and instead continue to subject Ratepayers to the financial burden of paying out-of-district rates.

Moreover, before a hearing on this rate case, the District's rates are set to increase by an additional 5% in January 2020. This 5% increase, coupled with a re-approval of the 75% rate-differential between in- and out-of-district rates will result in Ratepayers paying a minimum of \$99.26 for water and wastewater services each month. **Attachment I.**

The Presiding Officer should also consider the impact to the parties. 16 TAC §22.125(c). This also weighs in favor of establishing interim rates. Ratepayers have already shown the out-of-district rates are a financial burden, and interim rate relief would increase their family's ability to purchase household necessities. Comparatively, setting an interim rate at the in-district levels for out-of-district ratepayers would not impact the District's capability of meeting its revenue needs; interim rates would only impact the District's profitability.

Of the District's 2,371 ratepayers, only 247 are out-of-district. **Dckt. No. 14 at 3.** Were interim rates established, the minimum bill for water and wastewater would drop from \$96.16 to \$56.02 for out-of-district residential ratepayers, a difference of \$40.14 per month. **Rate Notice, Attachment B.** District reports show that the District collected \$126,867.98 for water and \$137,163.68 for wastewater from out-of-district residential ratepayers in 2018, totaling only \$264,031.66. **Attachment J at 2; See also Dckt. No. 38 at 1218.** The District's 2019 budget projects \$2,854,300 in gross revenue and \$1,089,500 in net income for 2019. **Attachment K; See also Dckt. No. 38 at 681-684.** The total funds collected from out-of-district rates in 2018 were less than one-quarter of the District's net income projections for 2019. Ratepayers are not asking that the District cease collecting any rate charges, but only that those be reduced to the in-

district rates. Thus, even with a reduction of out-of-district rates to in-district levels the District will still collect more than 75% of its projected profits.

Ratepayers have shown the rates cannot be held to be just or reasonable and are a financial burden. The only remedy available at law is declaratory judgment and reimbursement of over-charges. 16 TAC §24.101(e). Given the financial burden of these rates on Ratepayers, a reimbursement at the conclusion of administrative proceedings is insufficient to prevent an ongoing financial harm. Setting the interim rate to the in-district level will create a system-wide uniformity for all residential ratepayers. It will also allow Ratepayers to better meet their other financial obligations and household needs, reducing the harm to them of these proceedings and benefitting the public as a whole.

Interim rates at the current in-district rates are necessary to avoid further economic burdens on the Ratepayers from the unjust and unreasonable rate differential charged by the District. For this, and the above reasons, there is good cause to establish an interim rate for the remainder of these proceedings.

III. CONCLUSION

The District cannot meet its burden to show the differential in rates it maintains between in- and out-of-district Ratepayers is just and reasonable. Instead, the evidence shows that the District failed to consider any differentiation in the cost of servicing these different customer classes and has imposed a 75% base rate differential without any evidence necessitating that differential. This differential imposes a significant financial burden on Ratepayers. Ratepayers seek a summary decision that the rate differential is unjust and unreasonable. Ratepayers further seek a declaration that there is good cause for an interim, that the interim rate be set at those charged in-district ratepayers, and take effect no later than October 1, 2019.

Respectfully submitted,

/s/ Jennifer N. Richards
Jennifer N. Richards

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**PUC DOCKET NO. 49637
SOAH DOCKET NO. 473-19-5831.WS**

CERTIFICATE OF SERVICE

I certify that a copy of this document was served on all parties of record on the 30th day of August 2019 as required by 16 TAC § 22.74.

By: /s/ Jennifer N. Richards

Jennifer N. Richards

ATTACHMENT A

DOCKET NO. 49367

PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**AFFIDAVIT BY CHRISTOPHER DEWAYNE EKRUT IN SUPPORT OF RATEPAYERS'
MOTION FOR PARTIAL SUMMARY DECISION AND
MOTION FOR INTERIM RATES**

I, Christopher Dewayne Ekrut hereby attest and affirm as follows, under penalty of perjury:

1. "My name is Christopher Dewayne Ekrut, and my date of birth is November 14, 1978. My business address is 275 W Campbell Rd, Suite 440, Richardson, Texas 75080, United States. I am at least twenty-one years old, of sound mind, capable of making this affidavit, have not been convicted of a felony or a misdemeanor involving moral turpitude, and am fully competent to make this declaration. I declare under penalty of perjury that the foregoing is true and correct.
2. I serve as the Chief Financial Officer and Treasurer of NewGen Strategies & Solutions, LLC. I have a Bachelor of Arts in Public Administration from West Texas A&M University and a Master of Public Administration from the University of North Texas. I have conducted numerous water and wastewater cost of service studies and prepared rate designs for numerous water and wastewater utilities. I have provided expert testimony before the Public Utility Commission of Texas (PUCT) and the Texas Commission on Environmental Quality (TCEQ) concerning water and wastewater ratemaking methodologies, cost of service, rate design, and

the just and reasonableness of rates. I have also served as an instructor for Electric Utility Consultants, Inc. (EUCI) for their national training course entitled "Fundamentals of Cost of Service and Rate Design for Water Utilities," and assisted the Office of Public Utility Counsel of the State of Texas as their technical expert specific to the rulemakings associated with the transfer of rate regulatory authority for water and wastewater utilities from the TCEQ to the PUCT. Attached to this affidavit as Exhibit A is a true and correct copy of my resume and the list of cases in which I have provided expert testimony.

3. The appeal filed in PUC Docket No. 49367 by the Out of District Ratepayers of the El Paso Water Control and Improvement District No. 4 is subject to the requirements of Texas Water Code § 13.043(j) which requires the Commission to "ensure that every rate made, demanded, or received . . . be just and reasonable." Further, the rates approved by the Commission shall not be "unreasonably preferential, prejudicial, or discriminatory but shall be sufficient, equitable, and consistent in application to each class of customers."¹
4. The appeal filed in PUC Docket No. 49367 is also subject to the rules of the Public Utility Commission and, specifically, 16 TAC §24.101(e) which states that the appeal be considered de novo and "consider only the information that was available to the governing body at the time the governing body made its decision"²
5. In referring this appeal to SOAH, the Commission specifically identified the following issue to be addressed:

¹ Texas Water Code § 13.043(j).

² 16 TAC §21.101(e)(5).

- How do the costs of infrastructure, facilities, operations, capital improvements, and administrative services to provide service to the out-of-district customer class differ from those costs to provide service to the in-district customers?³
6. In response to Ratepayers Request for Information No. 1-1, included herein as Exhibit B, the District indicated “it does not allocate or break down final cost between out-of-district and in-district ratepayer, or document how costs are accounted for in the rates charged specifically.”
 7. In response to Ratepayers Request for Information No. 1-6, included herein as Exhibit C, the District further indicates it “does not allocate or break down the costs of operating and maintaining its facilities between out-of-district and in-district ratepayers” and that such information would “require the creation of documents that do not currently exist.”
 8. In response to Ratepayers Request for Information No. 1-11, included herein as Exhibit D, the District indicates “it does not break down the allocation of debt service between in-district and out-of-district ratepayers” and that such information would “require the creation of documents that do not currently exist.”
 9. Based on the discovery responses cited above, the District cannot identify or justify the basis for the rate differential between in-district and out-of-district ratepayers, nor could it do so at the time the rate action being protested was taken.
 10. As defined by the American Water Works Association (AWWA), M1 Manual of Water Supply Practices, Principles of Water Rates, Fees, and Charges, “customer

³ PUC Docket No. 49367; SOAH Docket No. 473-19-5831.WS, Preliminary Order, Paragraph 3(iv).

class cost-of-service responsibility' is determined in a process that includes the following steps:

- Identify annual revenue requirements by function or activity.
- Allocate these functional costs to appropriate cost components.
- Develop units of service by customer class for each cost component.
- Develop unit costs of service by dividing the total costs for each cost component by the respective total system units of service.
- Distribute costs to customer classes based on the unit costs of service and each class's units of service for each cost component.

11. As indicated in discovery, at the time the rate action under appeal was taken by the District, the District had not determined customer class cost-of-service responsibility in accordance with standards promulgated by the AWWA to allocate or break down the costs of operating and maintaining facilities or debt service. Given this, the District's decision on out-of-district rates was made without justification or documentation supporting its decision.

12. Given the lack of information used to justify the rate action under appeal, it is my opinion that:

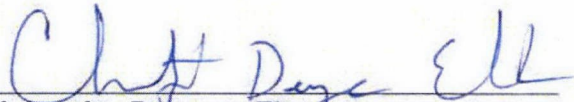
- a) the District did not identify how the costs of infrastructure, facilities, operations, capital improvements, and administrative services to provide service to the out-of-district customer class differ from those costs to provide service to the in-district customers at the time rate action was taken.

- b) the rates charged to out-of-district ratepayers cannot be found to be just based on information available to the District's governing body at the time the rate action was taken.
- c) the rate differential between in-district and out-of-district ratepayers cannot be considered reasonable as it is not based on any definitive information nor was such a differential determined in accordance with industry standards.
- d) the rates charged to out-of-district ratepayers are prejudicial and discriminatory based on information available to the District's governing body at the time the rate action was taken.

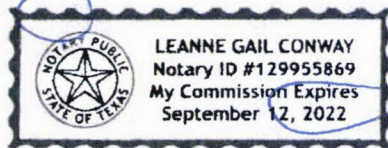
13. I declare that this information is true and correct."

FURTHER AFFIANT SAYETH NOT.

EXECUTED in Dallas County, Texas this 27th day of August, 2019.


Christopher Dewayne Ekru

SWORN TO AND SUBSCRIBED BEFORE ME on this 27 day of August, 2019, to certify which witness my hand and official seal.




NOTARY PUBLIC, STATE OF TEXAS

ATTACHMENT A

Exhibit A

Mr. Ekrut currently serves as a Director of NewGen Strategies and Solutions, LLC Environmental Practice. He has been in this role since September 2012. Prior to joining NewGen Strategies and Solutions, Mr. Ekrut joined J. Stowe & Co. (now NewGen) as a Senior Consultant in May 2008 and was subsequently promoted to Manager in December 2009. Prior to joining J. Stowe & Co., Mr. Ekrut was employed by R.W. Beck, Inc. as a Staff Consultant beginning in June 2005, after earning his Masters in Public Administration from the University of North Texas and graduating with honors. Prior to beginning his consulting career, Mr. Ekrut served as an intern for U.S. Congressman Larry Combest, Texas 19th District.

EDUCATION

- Masters of Public Administration, University of North Texas
- Bachelor of Arts in Public Administration, West Texas A & M University

PROFESSIONAL AFFILIATIONS

- American Water Works Association
- Texas Municipal Utilities Association

EXPERIENCE

During his career, Mr. Ekrut has assisted in conducting a variety of engagements for water, wastewater, drainage, solid waste, electric, and natural gas utilities. A sampling of Mr. Ekrut's experience is included below:

- Assisted in conducting an Economic Impact and End User Impact Analysis for the Toledo Bend Water Supply Project, which proposes to supply at least 600,000 acre-feet of raw water to the DFW Metroplex.
- Assisted the City of Arlington in conducting a wholesale water sales assessment study.
- Assisted the Texas Water Development Board in conducting a Socioeconomic Analysis of Select Interbasin Transfers in Texas and developing a model to quantify the financial impact of water conservation measures.
- Assisted the North Texas Municipal Water District in analyzing rate alternatives for its Member Cities.
- Assisted in conducting Socioeconomic Analysis in support of the Region C Study Commission Report in response to SB 3, 90th Texas Legislative Session requirements.
- Assisted Dallas Water Utilities and Tarrant Regional Water District in conducting a study of the Raw Water Transmission System Integration of Lake Palestine.
- Served as the Project Controls lead for the Program Management of the Waco Metropolitan Area Regional Sewer System Treatment Plant Expansion Program.
- Conducted a top-down Water Audit and assisted in the development of a wholesale water contract for the City of Gainesville, Texas.
- Assisted the City of Terrell, Texas in conducting a top-down water audit and developing a Standardized Developer Agreement related to Water and Wastewater Infrastructure.
- Assisted the City of Denton, Texas in developing and Indirect Cost Allocation Model for general fund and internal service fund departments.

Chris D. Ekrut

Director, Environmental Practice

- Assisted the City of Gunter, Texas in performing due-diligence and establishing a developer proposed Tax Increment Reinvestment Zone.
- Assisted Nueces County Water Control & Improvement District No. 4 in reviewing and negotiating a water rate methodology with the City of Corpus Christi.
- Assisted the Pittsburgh Water and Sewer Authority in reviewing the appropriateness of subsidy payments made to Pennsylvania America Water Company
- Assisted the Navajo Tribal Utilities Authority in updating and amending its water and wastewater service tariff terms and conditions
- Assisted the City of Killeen in evaluating the feasibility of establishing and setting a user fee for a Transportation Utility
- Assisted the City of New Braunfels in conducting a benchmarking study of the fees charged by its Planning and Community Development Department

Utility Business Plans:

- City of Blue Mound, Texas
- City of Gainesville, Texas
- Town of Prosper, Texas

Operations and Management Reviews:

- Lower Colorado River Authority's Water and Wastewater Service Unit
- Brownsville Public Utilities Board

System Valuations:

- City of Blue Mound, Texas
- Town of Lakeside, Texas
- Mustang Special Utility District
- City of Oak Point, Texas
- City of Southmayd, Texas
- City of Tyler, Texas

Wholesale and/or Retail Water, Reclaimed Water, Wastewater, and Drainage Cost of Service and Rate Design Studies:

- Town of Addison, Texas
- City of Aledo, Texas *
- City of Amarillo, Texas
- City of Bellaire, Texas
- City of Bonham, Texas *
- City of Burkburnett, Texas *
- City of Burnet, Texas *
- Canyon Regional Water Authority *
- City of Cedar Park, Texas
- City of Cisco, Texas
- City of Coleman, Texas
- City of Colleyville, Texas
- Double Diamond Utilities Co. *
- City of Farmersville, Texas *
- City of Gainesville, Texas *
- City of Garland, Texas *
- City of Glenn Heights, Texas *
- City of Graham, Texas
- City of Grapevine, Texas *
- City of Killeen, Texas *
- Town of Lakeside, Texas *
- City of Lancaster, Texas *

- City of League City, Texas
 - City of Lewisville, Texas *
 - City of Lubbock, Texas
 - City of Mansfield, Texas *
 - City of McGregor, Texas *
 - City of Mexia, Texas
 - City of Murphy, Texas
 - Navajo Tribal Utility Authority
 - Nueces County Water Control and Improvement District No. 3
 - City of Paris, Texas *
 - Pittsburgh Water and Sewer Authority
 - City of Portland, Texas
 - Possum Kingdom Water Supply Corporation
 - Town of Prosper, Texas *
 - City of Roanoke, Texas
 - City of Seagoville, Texas *
 - City of Terrell, Texas *
 - Trophy Club Municipal Utility District No. 1 *
 - City of Tyler, Texas *
 - City of Waco, Texas *
 - City of Weatherford, Texas *
 - City of Willow Park, Texas *
- * Engaged for multiple studies

Expert Witness Testimony Development and/or Litigation Support

- SOAH Docket Nos. 582-02-1652, 582-03-1820, 582-03-1821, & 582-03-1824 – Applications of McKinney, Melissa, and Anna and North Collin Water Supply Corporation to Amend CCN Nos. 10194, 11482, 12976, 11035 and Sewer CCN No. 20898 and of the City of Melissa to Obtain a Sewer CCN in Collin County
- SOAH Docket No. 582-06-1366, Woodcreek Ratepayers Coalition Petition to Appeal the City of Woodcreek’s Decision to Establish Water and Sewer Rates Charged by Aqua Utilities
- SOAH Docket No. 582-06-2023, Application of the Town of Lindsay to Amend Water and Sewer Certificates of Convenience and Necessity Nos. 13025 and 20927
- SOAH Docket No. 582-07-2049, Petition of BHP Water Supply Corporation Appealing the Wholesale Water Rate Increase of Royse City, Texas and Request for Interim Rates
- SOAH Docket No. 582-08-1318, Application of Mustang Special Utility District to Decertify a Portion of Sewer Certificate of Convenience and Necessity No. 20867 From AquaSource Development, Inc. DBA Aqua Texas Inc., and to Amend Sewer CCN No. 20930 In Denton County, Texas
- SOAH Docket No. 582-08-0698, Application of Double Diamond Utilities Company to Change its Water Tariff
- SOAH Docket No. 582-08-1341, Application of Monarch Utilities I, L.P., to Change Water and Sewer Rates and Tariffs
- SOAH Docket No. 582-08-2580, Appeal by Midway Water Utilities, Inc. CCN No. 11571, From the Ratemaking Actions of the City of Oak Point
- SOAH Docket No. 582-09-4288, Application of Double Diamond Utilities Company, Inc. to Change its Water Tariff
- SOAH Docket No. 582-09-6112, Application of Double Diamond Utilities Company, Inc. to Change its Sewer Tariff
- SOAH Docket No. 582-12-5332, Application of Upper Trinity Regional Water District for Water Use Permit No. 5821

Chris D. Ekrut

Director, Environmental Practice

- SOAH Docket No. 582-14-2854, Petition of Fort Belknap Water Supply Corporation and Graham East Water Supply Corporation to Appeal the Wholesale Water Rate increased imposed by the City of Graham
- SOAH Docket No. 473-15-037, Application of Double Diamond Utilities Co. for a Water and Sewer Rate / Tariff Change (37752-R and 37753-R)
- SOAH Docket No. 473-16-1836.WS, Ratepayers' Appeal of the Decision by Trophy Club Municipal Utility District No. 1 to Change Rates
- SOAH Docket No. 473-16-1848.WS, Application of Quadvest, LP for a Rate/Tariff Change
- SOAH Docket No. 473-16-2873.WS, Application of Monarch Utilities I, LP to Change Rates for Water and Sewer Service
- SOAH Docket No. 473-17-0067.WS, Application of Double Diamond Properties Construction Co. DBA Rock Creek for a Water Rate/Tariff Change
- Expert Assistance to Office of Public Utility Counsel (OPUC) for the following PUC Rulemaking Project Nos.
 - PUC Project No. 43871
 - PUC Project No. 43876
 - PUC Project No. 43967
 - PUC Project No. 44462
 - PUC Project No. 44706

Solid Waste Experience

- Assisted in conducting a Municipal Solid Waste Operations Study for the City of Denton, Texas.
- Assisted in the conduct of an Alternative Feasibility Study for the City of Peoria, Arizona.
- Assisted Siemens Energy and Environmental Services in conducting a detailed Waste Shed Analysis of the Dallas-Ft. Worth Metroplex in support of a new, environmental-friendly waste processing technology.
- Assisted in conducting a Mixed Recycling Facility (MRF) Study for the North Central Texas Council of Governments.

Electric Utility Experience

- Assisted Garland Power & Light in the conduct of an Asset Inventory and Assessment in 2006, filing their 2006 and 2006 Earnings Monitoring Report and 2014 Transmission Cost of Service Study with the Public Utility Commission of Texas.
- Assisted the City of Brenham, Texas in conducting an Electric Cost of Service and Rate Design Study and developing a Power Cost Recovery Factor (PCRF).
- Assisted Austin Energy in modifying and refining the excel-based financial forecasting model for the utility.

Gas Utility Experience

- Assisted the City of Brenham, Texas in analyzing and amending their Gas Cost Adjustment Factor
- Provided litigation support in Texas Railroad Commission Docket No. 9670 – Petition for De Novo Review of the Reduction of the Gas Utility Rates of ATMOS Energy Corp., Mid – Tex Division.

Franchise Fee Experience

- Assisted in conducting reviews of the franchise fee payments made by Charter Communications to the Cities of Rockwall and Denton, Texas.
- Assisted in conducting reviews of the franchise fee payments made by Oncor to a coalition of Cities within the State of Texas.
- Assisted in conducting franchise fee reviews of gas and electric providers in Fayette County, Kentucky.

Impact Fee / Capital Recovery Experience

Mr. Ekrut has assisted in the development of Water, Wastewater, and/or Roadway Impact Fees for the following clients:

- | | |
|--------------------------------|--------------------------------------------------------------|
| ▪ City of Denton, Texas | ▪ City of McKinney, Texas |
| ▪ City of Flower Mound, Texas | ▪ City of Mesquite, Texas |
| ▪ City of Frisco, Texas | ▪ Nueces County Water Control and Improvement District No. 4 |
| ▪ City of Ft. Worth, Texas | ▪ City of Willow Park, Texas |
| ▪ City of Glenn Heights, Texas | |

Publications and Presentations

- "Allocating the Costs of Population Growth in Wholesale Water Contracts," Texas Water Law Conference, January 2007
- "Business Planning and Its Benefits to Municipal Utilities," American Water Works Association, Texas Section, 2008
- "Plan Your Work and Work Your Plan: The Benefits of Municipal Utility Business Planning," Texas Town & City, October 2009.
- "Strategies for Pricing Direct Water Reuse," Texas Water Conservation Association, March 2013.
- "Utility Management and Revenue Considerations," New and Emerging City Manager Roundtable and New and Emerging Finance Director Roundtable, North Central Texas Council of Governments, 2014, 2015, 2016.
- "Texas Water Development Board Water Conservation Best Management Practices Model: Estimating Water Conservation Savings for New Annual Reporting Requirements," Texas Water Conservation Association, March 2014
- "When in Drought! Utility Ratemaking 101," Government Finance Officers Association of Texas, April 2014
- "Aledo, Texas – How a Small City Overcame a Capital Improvement Giant," American Water Works Association, Utility Management Conference, January 2015
- "To the PUC . . . and Beyond!", Government Finance Officers Association of Texas, Pre-Conference, November 2015
- "Getting a Good Opinion, The Importance of Financial Policies and the Impact on a Utility's Credit Rating", American Water Works Association, Texas Section, April 2016
- "Legislative and Regulatory Update for Water and Wastewater Utilities," Government Finance Officers Association of Texas, Panhandle Chapter, July 2016

ATTACHMENT A

Exhibit B

RESPONSES

QUESTION NO. 1: Describe generally all infrastructure the district has installed or purchased in the MDN neighborhood. Include in the description the cost to the district to construct or purchase the infrastructure. Produce all documents, including contracts, accounting entries, and final receipts for the infrastructure, that document final costs to the District, as well as any documents showing how those costs are accounted for in the rates charged MDN ratepayers.

RESPONSE: The District objects to this request as overly broad, vague, and ambiguous as worded. Subject to the foregoing objections, a non-exhaustive list of infrastructure that the District has installed or purchased in the MDN neighborhood includes the installation of corp stops, double strap brass saddles, and meters and all appurtenant physical components and materials. Responding further, please refer to Exhibit (District's Response to Question No. 1), all previously produced discovery that may be responsive to this request. The District does not allocate or break down final cost between out-of-district and in-district ratepayer, or document how costs are accounted for in the rates charged specifically to MDN ratepayers. Thus, a response to the request in the second sentence would require the creation of documents that do not currently exist. If and when the District is given an opportunity to provide its direct testimony in this appeal, the District may provide such information as part of its testimony. The District reserves the right to modify, amend, or supplement this response. See bates labeled documents DIST001093 – DIST001100.

Preparer(s): Sergio M. Estrada

Sponsor(s): Jose Ramirez

ATTACHMENT A

Exhibit C

QUESTION NO. 6: Please list the costs of operating and maintaining the facilities in order to provide water and wastewater to out-of-district ratepayers and to in-district ratepayers. These costs should be separated by in-district versus out-of-district. Please produce all documents in the past five years regarding any cost differentials of service to the in- and out-of-district residential portions of these customer classes.

RESPONSE: District objects to this request as overly broad, vague, and ambiguous as worded. Nonetheless, subject to the foregoing objections, the District does not allocate or break down the costs of operating and maintaining its facilities between out-of-district and in-district ratepayer. Thus, a response to this request would require the creation of documents that do not currently exist. If and when the District is given an opportunity to provide its direct testimony in this appeal, the District may provide such information as part of its testimony. Responding further, please refer to Exhibit (District's Response to Question No. 6), and all previously produced discovery that may be responsive. The District reserves the right to modify, amend, or supplement this response. See bates labeled documents DIST001101 – DIST001617, DIST001691 - DIST001804.

Preparer(s): Sergio M. Estrada

Sponsor(s): Jose Ramirez

ATTACHMENT A

Exhibit D

QUESTION NO. 11: Please describe the debt service of the District and explain how that debt service is distributed in determining the burden to in-district versus out-of-district ratepayers. Please produce all documents in support of the distribution of the debt service between in-district and out-of-district ratepayers.

RESPONSE: District objects to this request as overly broad, vague, and ambiguous as worded. Nonetheless, subject to the foregoing objections, the District does not have responsive information to this request, because it does not break down the allocation of debt service between in-district and out-of-district ratepayers. Thus, a response to this request would require the creation of documents that do not currently exist. If and when the District is given an opportunity to provide its direct testimony in this appeal, the District may provide such information as part of its testimony. Responding further, please refer to Exhibit (District's Response to Question No. 11), and all previously produced discovery responses that may responsive to this request. The District reserves the right to modify, amend, or supplement this response. See bates labeled documents DIST002021 – DIST002026.

Preparer(s): Sergio M. Estrada

Sponsor(s): Jose Ramirez

ATTACHMENT B

El Paso County WCID #4
Water and Wastewater Rate Schedule
Rates effective: January 01, 2019

Customer Classification			WATER RATES	
			In District	Out of District
Residential			Usage Block (Gals)	
incl. 3,000 gals	Min Monthly Charge	0-3,000	\$ 22.27	38.97
per 1,000 gals	Base Usage Rate	3,001-15,000	\$ 2.24	3.92
per 1,000 gals	Peak Usage Rate	15,001-34,000	\$ 3.18	6.77
per 1,000 gals	Excess Usage Rate	34,001-1,000,000	\$ 3.88	8.23
per 1,000 gals	Extreme Usage	Over 1,000,000	\$ 5.06	10.76
Residential/Commercial				
incl. 3,000 gals	Min Monthly Charge	0-3,000	\$ 33.63	58.85
per 1,000 gals	Base Usage Rate	3,001-15,000	\$ 2.74	4.80
per 1,000 gals	Peak Usage Rate	15,001-34,000	\$ 4.70	8.23
per 1,000 gals	Excess Usage Rate	34,001-1,000,000	\$ 5.79	10.13
per 1,000 gals	Extreme Usage	Over 1,000,000	\$ 7.54	13.20
Larger User				
incl. 3,000 gals	Min Monthly Charge	0-3,000	\$ 104.61	183.07
per 1,000 gals	Base Usage Rate	3,001-15,000	\$ 2.63	4.60
per 1,000 gals	Peak Usage Rate	15,001-34,000	\$ 4.53	7.93
per 1,000 gals	Excess Usage Rate	34,001-1,000,000	\$ 5.52	9.66
per 1,000 gals	Extreme Usage	Over 1,000,000	\$ 7.19	12.58
Non-Potable				
per 1,000 gals	Water Rate	any quantity	N/A	4.26

Customer Classification			SEWER RATES	
			In District	Out of District
Residential			Usage Block (Gals)	
incl. 3,000 gals.	Min. Monthly Charge	0-3,000	\$ 30.98	54.22
per 1,000 gals	Additional Usage Rate	over 3,000	\$ 2.13	3.73
Residential/Commercial				
incl. 3,000 gals.	Min. Monthly Charge	0-3,000	\$ 60.46	105.81
per 1,000 gals	Additional Usage Rate	over 3,000	\$ 3.05	5.34
Larger User				
incl. 3,000 gals.	Min. Monthly Charge	0-3,000	\$ 426.76	746.83
per 1,000 gals	Additional Usage Rate	over 3,000	\$ 3.13	5.48

MINIMUM BILL	In-District Residential		Out of District Residential	
	Old Rate	New Rate	Old Rate	New Rate
0-3000 gallons				
WATER	\$21.21	\$22.27	\$37.12	\$38.97
SEWER	\$30.08	\$30.98	\$52.64	\$54.22
CC	\$2.50	\$2.50	\$2.50	\$2.50
TWC	\$0.26	\$0.27	\$0.45	\$0.47
	\$54.05	\$56.02	\$92.71	\$96.16

EL PASO COUNTY WCID #4 is an equal opportunity provider and employer.

ATTACHMENT C

PUC DOCKET NO. 49367

SOAH DOCKET NO. 473-19-5831.WS


PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**AFFIDAVIT IN SUPPORT OF RATEPAYERS'
MOTION FOR PARTIAL SUMMARY DECISION AND
MOTION FOR INTERIM RATES**

I, Lorena Vega Tarango, hereby attest and affirm as follows, under penalty of perjury:

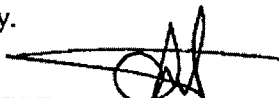
1. "My name is Lorena Vega Tarango. I am at least twenty-one years old, of sound mind, capable of making this affidavit, have not been convicted of a felony or a misdemeanor involving moral turpitude, and am fully competent to make this declaration.
2. I live at 16120 Mesa Jewel Drive, Fabens, Texas 79838, which is in the Mesa del Norte subdivision.
3. I am a member of Consumers of the Mesa Del Norte, an organization formed to contest the high water and wastewater rates we pay in my neighborhood. I signed a petition to the Texas Public Utility Commission challenging the rates charged to me.
4. My family's water bill usually is about \$130.00 each month. The water bill is so expensive that we don't pay one bill so that we can pay the water bill. We don't have trees because we don't have enough to pay for the water. We limit the amount of times we wash clothes to once a week and sometimes we make our kids wear their clothes more than once.

5. I work as phlebotomist. My husband works as maintenance/bus driver. My family's income is modest, and our income is low enough that we qualify for legal aid.
6. My family has to budget to live on our income. One high bill we face each month is our water bill. Sometimes, at the end of the month, we have to limit the food that we buy, wash clothes less, sometimes we have to car pool and sometimes we have had to borrow money to make ends meet.
7. If we could pay in-district water rates, I understand that our bill would be \$40.14 a month less. That difference would make a big financial difference in my family's life.
8. The high water rates we pay creates a financial hardship on my family.
9. I declare that this information is true and correct.


 Lorena Vega Tarango
 Affiant

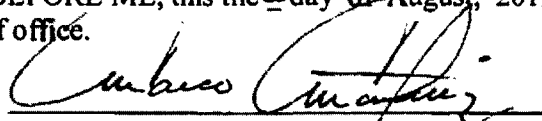
TRANSLATOR'S AFFIDAVIT

I, Arlow I. Cruz Veliz being fluent in the English and Spanish languages, do hereby state under oath that I literally translated the terms of the foregoing document from English to Spanish to the best of my ability.


 Arlow I. Cruz Veliz

SWORN AND SUBSCRIBED TO BEFORE ME, this the 26 day of August, 2019 to certify which witness my hand and seal of office.




 NOTARY PUBLIC, State of Texas

ATTACHMENT D

PUC DOCKET NO. 49367

SOAH DOCKET NO. 473-19-5831.WS

PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**AFFIDAVIT IN SUPPORT OF RATEPAYERS'
MOTION FOR PARTIAL SUMMARY DECISION AND
MOTION FOR INTERIM RATES**

I, Elsa Ida Rivera, hereby attest and affirm as follows, under penalty of perjury:

1. "My name is Elsa Ida Rivera. I am at least twenty-one years old, of sound mind, capable of making this affidavit, have not been convicted of a felony or a misdemeanor involving moral turpitude, and am fully competent to make this declaration.
2. I live at 899 Mesa Silver, Fabens, Texas 79838, which is in the Mesa del Norte subdivision.
3. I am a member of Mesa Del Norte, an organization formed to contest the high water and wastewater rates we pay in my neighborhood. I signed a petition to the Texas Public Utility Commission challenging the rates charged to me.
4. My family's water bill usually is about \$130.00 each month. The water bill is so expensive that we I have had to limit myself and my family in buying food and groceries.
5. I work as housewife. My husband works in Odessa, as an assembler. My family's income is modest, and our income is low enough that we qualify for legal aid.
6. My family has to budget to live on our income. One high bill we face each month is our water bill. Sometimes, at the end of the month, we have to limit the amount of

food that we buy and sometimes we have to borrow money from family to meet our remaining monthly obligations.

7. If we could pay in-district water rates, I understand that our bill would be \$40.14 a month less. That difference would make a big financial difference in my family's life.
8. The high water rates we pay creates a financial hardship on my family.
9. I declare that this information is true and correct.

Elsa Rivera
Elsa Ida Rivera
Affiant

TRANSLATOR'S AFFIDAVIT

I, Arlow I. Chavez, being fluent in the English and Spanish languages, do hereby state under oath that I literally translated the terms of the foregoing document from English to Spanish to the best of my ability.

Arlow I. Chavez

SWORN AND SUBSCRIBED TO BEFORE ME, this the 26 day of August, 2019 to certify which witness my hand and seal of office.



Marco A. Martinez
NOTARY PUBLIC, State of Texas

ATTACHMENT E

PUC DOCKET NO. 49367

SOAH DOCKET NO. 473-19-5831.WS

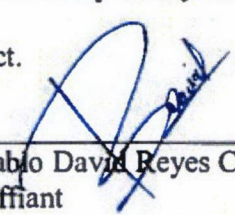
PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**AFFIDAVIT IN SUPPORT OF RATEPAYERS'
MOTION FOR PARTIAL SUMMARY DECISION AND
MOTION FOR INTERIM RATES**

I, Pablo David Reyes Corona, hereby attest and affirm as follows, under penalty of perjury:

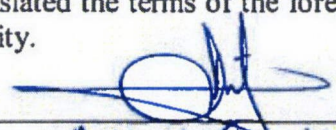
1. "My name is Pablo David Reyes Corona. I am at least twenty-one years old, of sound mind, capable of making this affidavit, I have not been convicted of a felony, and am fully competent to make this declaration.
2. I live at 818 Mesa Gold, Fabens, Texas 79838, which is in the Mesa del Norte subdivision.
3. I am a member of Consumers of the Mesa Del Norte, an organization formed to contest the high water and wastewater rates we pay in my neighborhood. I signed a petition to the Texas Public Utility Commission challenging the rates charged to me.
4. My family's water bill usually is about \$130.00 each month. The water bill is so expensive that we sometimes choose to not pay one utility bill to pay another and limit ourselves in purchasing gas for the cars.. We also often do not spend money on local entertainment, such as going out to the movies,

5. I work as bakery manager. My wife works as an assembler. My family's income is modest, and our income is low enough that we qualify for legal aid.
6. My family has to budget to live on our income. One high bill we face each month is our water bill. Sometimes, at the end of the month, we have to limit the amount of food we purchase, gas for our car, and watering the plants in our yard.
7. If we could pay in-district water rates, I understand that our bill would be \$40.14 a month less. That difference would make a big financial difference in my family's life.
8. The high water rates we pay creates a financial hardship on my family.
9. I declare that this information is true and correct.

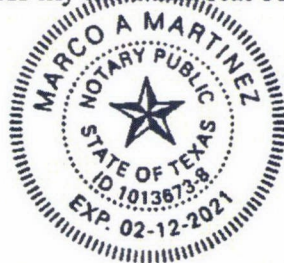

 Pablo David Reyes Corona
 Affiant

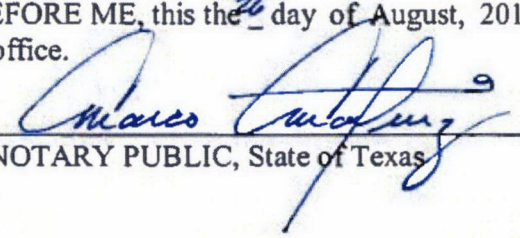
TRANSLATOR'S AFFIDAVIT

I, Arlow I. Cruz Veliz being fluent in the English and Spanish languages, do hereby state under oath that I literally translated the terms of the foregoing document from English to Spanish to the best of my ability.


 Arlow I. Cruz Veliz

SWORN AND SUBSCRIBED TO BEFORE ME, this the 26 day of August, 2019 to certify which witness my hand and seal of office.




 NOTARY PUBLIC, State of Texas

ATTACHMENT F

PUC DOCKET NO. 49367

SOAH DOCKET NO. 473-19-5831.WS

PETITION BY OUT OF DISTRICT	§	PUBLIC UTILITY COMMISSION
RATEPAYERS APPEALING THE	§	
WATER RATES ESTABLISHED BY	§	OF TEXAS
THE EL PASO WATER CONTROL	§	
AND IMPROVEMENT DISTRICT NO. 4	§	

**AFFIDAVIT IN SUPPORT OF RATEPAYERS'
MOTION FOR PARTIAL SUMMARY DECISION AND
MOTION FOR INTERIM RATES**

I, Ayme Martinez, hereby attest and affirm as follows, under penalty of perjury:

1. "My name is Ayme Martinez. I am at least twenty-one years old, of sound mind, capable of making this affidavit, have not been convicted of a felony or a misdemeanor involving moral turpitude, and am fully competent to make this declaration.
2. I live at 899 Mesa Gold Drive, Fabens, Texas 79838, which is in the Mesa del Norte subdivision.
3. I am a member of the Consumers of Mesa Del Norte, an organization formed to contest the high water and wastewater rates we pay in my neighborhood. I signed a petition to the Texas Public Utility Commission challenging the rates charged to me.
4. My family's water bill usually is about \$110.00 each month. The water bill is so expensive that we don't water our trees and they have died because they have begun to die off, I don't let my little girls play with water, and I also don't let my daughters take baths.
5. I work as a housewife. My husband works in Odessa as a welder.

6. My family's income is modest, and our income is low enough that we qualify for legal aid.
7. My family has to budget to live on our income. One high bill we face each month is our water bill. We have to limit buying clothes for our daughters. We also have to limit ourselves in eating out and enjoying local entertainment.
8. If we could pay in-district water rates, I understand that our bill would be \$40.14 a month less. That difference would make a big financial difference in my family's life.
9. The high water rates we pay create a financial hardship on my family.
10. I declare that this information is true and correct.

Ayme Martinez
Affiant

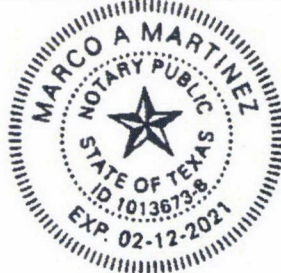


TRANSLATOR'S AFFIDAVIT

I, Arlow I. Cruz Velaz, being fluent in the English and Spanish languages, do hereby state under oath that I literally translated the terms of the foregoing document from English to Spanish to the best of my ability.

Arlow I. Cruz Velaz

SWORN AND SUBSCRIBED TO BEFORE ME, this the 26 day of August, 2019 to certify which witness my hand and seal of office.



NOTARY PUBLIC, State of Texas

ATTACHMENT G

KEMP SMITH LLP

ATTORNEYS AT LAW

816 CONGRESS AVENUE, SUITE 1260 | AUSTIN, TEXAS 78701-2443
512.320.5466 | FAX 512.320.5431 | www.kempsmith.com

SARAH FAUST
Sfaust@kempsmith.com

September 19, 2012

Via First Class Mail
Bryan Hall
Beck & Hall, P.C.
5915 Silver Springs Drive, Bldg. #4
El Paso, TX 79912

Re: El Paso County WCID #4 Acceptance of Mesa del Norte Subdivision Water and Wastewater Facilities

Dear Bryan:

Please find enclosed the Agreement on TCEQ Variance and Conditions for Final Acceptance of Water and Wastewater Facilities. Following execution by Mesa Del Norte and Lower Valley Water District, please send this agreement for execution by the El Paso County Water Control and Improvement District No. 4 to Geri de la Torre, General Manager, P.O. Box 57, Fabens, TX 79838.

Sincerely,

KEMP SMITH LLP



By:

Sarah Faust

Enclosures

14988.00300/SFAU/MISC-1/1168406v.1

EL PASO OFFICE: 221 North Kansas, Suite 1700 (El Paso, Texas 79901) | 915.533.4424 | Fax 915.546.5360

**AGREEMENT ON TCEQ VARIANCE AND CONDITIONS FOR FINAL
ACCEPTANCE OF WATER AND WASTEWATER FACILITIES**

This Agreement is made on the date last entered and is between El Paso County Water Control & Improvement District No. 4 ("District No. 4"), Lower Valley Water District ("LVWD") and Mesa del Norte, Ltd. ("Mesa del Norte"), and is as follows:

Recitals

WHEREAS, Mesa del Norte has developed and constructed a subdivision in El Paso County known as Mesa del Norte; and,

WHEREAS, Mesa del Norte and District No. 4 entered a Development Agreement (attached as Exhibit A), prior to construction of the subdivision, which agreed upon terms for the construction of the water delivery and sewer collection system ("system") within the Mesa del Norte subdivision, and the terms for conveyance of the system to District No. 4, for the purpose of provision of water and wastewater services to the lots within the subdivision; and

WHEREAS, on February 11, 2011, District No. 4 and Mesa Del Norte executed an Addendum to the Development Agreement (attached as Exhibit B), which described the terms for a partial acceptance of the system as contemplated in the Development Agreement, and on February 22, 2011 the District No. 4 Board of Directors did approve partial acceptance of the system; and

WHEREAS, the remaining water and wastewater lines in Mesa del Norte subdivision were not included in the partial acceptance because portions of the wastewater lines did not meet the slope requirements of Texas Administrative Code §217.53 (I)(A); and

WHEREAS, following engineering review of the construction of the wastewater lines that do not meet regulatory slope requirements by District No. 4 and LVWD, Mesa del Norte intends to apply to the Texas Commission on Environmental Quality ("TCEQ") for a variance that, if granted, will allow for the wastewater lines with inadequate slope to be in compliance with state regulation; and

WHEREAS, District No. 4 intends to finally accept ownership, operation and maintenance of the remaining water delivery and wastewater collection lines in Mesa del Norte subdivision, and to provide water and wastewater service to the residences in the subdivision, but also intends to transfer ownership, operation and maintenance of the system and the provision of water and wastewater services to LVWD at some point in the future when LVWD is prepared to provide such service; and

WHEREAS, due to the inadequate slopes of the lines, in order for the system to function and for the District No. 4 and LVWD to be able to operate, maintain, and repair the system, District No. 4 and LVWD desire that Mesa del Norte agree to certain ongoing obligations; and

WHEREAS, District No. 4 and LVWD are willing to finally accept all of the water and wastewater lines in Mesa del Norte subdivision if the TCEQ grants a variance for the wastewater lines and Mesa del Norte agrees to perform certain ongoing obligations; and,

WHEREAS, District No. 4, LVWD and Mesa del Norte desire to memorialize their agreement regarding these matters as provided below; and,

In consideration of the following covenants, District No. 4, LVWD and Mesa del Norte agree as follows:

1. **Variance.** Mesa del Norte agrees to use its best efforts to obtain a variance from the TCEQ for all wastewater lines within Mesa del Norte subdivision that do not comply with the slope requirements in Texas Administrative Code §217.53 (1)(A). The wastewater lines that do not comply with the Code requirements are identified on the drawing that is attached hereto as Exhibit C.

2. **Final Acceptance by District No. 4 and LVWD.** If a variance is granted by the TCEQ, District No. 4 agrees to finally accept all water and wastewater lines in Mesa del Norte subdivision, in accordance with the Provisions of the Development Agreement, the Addendum to the Development Agreement, and this Agreement. LVWD agrees to accept conveyance of the water and wastewater lines and assume operation, maintenance, and provision of service from District No. 4 at a point in the future when LVWD has sufficient infrastructure developed to accept and interconnect such facilities. If the variance is not granted District No. 4 and LVWD have no obligation to accept conveyance of the facilities.

3. **Obligations of Mesa del Norte.** If a variance is granted by the TCEQ, Mesa del Norte agrees to comply with the following obligations, which are in addition to all obligations under the Development Agreement and Addendum to the Development Agreement, unless specifically noted otherwise:

a. **Maintenance Bond.** Unless sooner terminated as provided in paragraph 3 a.(2) below, for a period of 10 years from the date of final acceptance, Mesa del Norte shall, at its expense, provide District No. 4 or LVWD, whichever entity is then responsible for maintenance of the sewer lines in Mesa del Norte subdivision, with a maintenance bond in a form shown that complies with the requirements herein. Mesa del Norte will provide District No. 4 with the form of the bond for review and approval prior to its execution. The maintenance bond shall be underwritten by a corporate surety licensed to do business in Texas by the Texas Department of Insurance and in accordance with applicable law. The initial maintenance bond shall be issued for a term of 12 months from the date of final acceptance, and renewed or reissued each year for a successive 12 month period.

1) Replacement bonds with terms of 12 months each shall be issued not less than 30 days before the expiration of the 12 month term of the bond then in force, and Mesa del Norte shall promptly pay any bond premium to prevent any lapse in the bonding coverage required hereunder. Each bond shall be in the sum of \$100,000. The District shall be sent and receive notice that the bond has been renewed, and the associated documentation, not less than 30 days before the expiration of the 12 month terms of the bond then in force.

2) The ten year term for the maintenance bond supersedes and is instead of the term for the maintenance bond designated in Paragraph 1 of the Addendum to the Development Agreement, which defined the bond term as one

year from the date of the Letter of Final Acceptance. The warranty of facilities, as described in Paragraph 1 of the Addendum to the Development Agreement, is hereby modified to conform to the ten-year period described in this provision. After the 24th month of the term of this Facilities Agreement, Mesa del Norte shall have the right to notify District No. 4 and LVWD that it desires to meet and confer regarding whether it is reasonably necessary for Mesa del Norte to continue to provide maintenance on an annual basis and/or to perform jetting of wastewater lines as provided in paragraph 3.b. below. Upon service of the notice described above District No. 4 and LVWD shall meet and confer with Mesa del Norte within a 60-day time period. In this connection, District No. 4 or LVWD, whichever entity then owns and maintains the wastewater lines, shall have the right, in the exercise of reasonable judgment, to make the determination that it is or is not necessary for Mesa del Norte to continue to provide maintenance bonds and/or to perform jetting of wastewater lines. Should either the bond or jetting requirement be determined to continue, following the initial request to meet and confer, Mesa del Norte has the right to request the same meet and confer procedure every twenty-four months through the ten-year term.

3) Failure to renew the bond not less than 30 days before the expiration of any 12 month term of the bond shall constitute an event of default under the bond and the District No. 4, or LVWD, will be entitled to make full demand on the bond and to collect in full under the bond.

4) Failure to maintain the jetting of the wastewater lines required by paragraph 3(b) below shall constitute a defect under the bond, and District No. 4, or LVWD, shall be able to draw the costs to correct the defect from the bond up to the full amount thereof.

b. **Jetting of Wastewater Lines.** Unless sooner terminated as provided below, for a period of 10 years from the date of acceptance, Mesa del Norte shall, at its expense, cause critical points of the wastewater system to be jetted. The points to be jetted have been identified by the District No. 4 Engineer and Staff and are described on Exhibit D. District No. 4 or LVWD, whichever entity is then maintaining the wastewater system in Mesa del Norte, may revise the critical points as the need to do so becomes apparent through operation of the wastewater lines. Jetting will take place monthly using water from the non-potable water standpipe. If the standpipe is unavailable, the water shall be taken from the fire hydrant or any other facility designated by District No. 4. Mesa del Norte, or its designated jetting contractor, will give District No. 4 or LVWD at least 24-hr notice of the date and time that jetting will commence. Notice to District No. 4 will be given either telephonically by calling (915) 764-2212 or by email to the General Manager at gm@epcwcid4.com and the Field Manager at mmadrid@epcwcid4.com. Notice to the LVWD will be given either telephonically by calling (915) 791-4480 or by email to the General Manager at fernie@lvwd.org and the Engineer at saul@lvwd.org. This obligation shall terminate if the obligation to perform jetting of wastewater lines in this is terminated as provided in paragraph 3.a.(2).

c. **Transfer of Easements.** Mesa Del Norte will transfer to District No. 4 and LVWD, prior to the final acceptance, all of its rights in and to the those areas set forth on the

Plat of Mesa Del Norte Subdivision filed under Document No. 20100001992 on January 11, 2010 in the Plat Records of El Paso County, Texas (the "Plat") and described as: (i) a 15' Sanitary Sewer Easement crossing Lots 1, 2, 37 and 38, inclusive, Block 6, Mesa Del Norte Subdivision, an Addition to the County of El Paso, as set forth on the Plat; (ii) a 15' Sanitary Sewer Easement crossing Lots 1, 2, 37 and 38, inclusive, Block 7, Mesa Del Norte Subdivision, an Addition to the County of El Paso, as set forth on the Plat; and (iii) a 15' Sanitary Sewer Easement crossing Lots 1, 2, 3, 4, 5 and 6, inclusive, Block 1, Mesa Del Norte Subdivision, an Addition to the County of El Paso, as set forth on the Plat. The form of the Easement Conveyance Document is attached as Exhibit E.

d. **Legal and Engineering Fees.** Prior to final acceptance, Mesa del Norte will reimburse District No. 4 for legal and engineering fees related to Mesa del Norte subdivision and the final acceptance of the facilities incurred from February 22, 2011, through the date of final acceptance.

5. **No Third Party Beneficiaries.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, or otherwise.

6. **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the parties or any subsequent owners of the lots in Mesa del Norte subdivision.

7. **Force Majeure.** Mesa del Norte shall not be deemed to be in default under this Settlement Agreement if its performance of any of its obligations set forth in paragraph 3 above is delayed due to force majeure. Force majeure means strikes, boycotts, labor disputes, embargoes, shortage of labor or materials, acts of God, acts of any governmental authority having jurisdiction over Mesa del Norte subdivision, adverse weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not within its control. If Mesa del Norte is delayed by force majeure, the time for performance shall be extended by the period of time equal to the delay.

8. **Entire Agreement; Binding Effect:** This Agreement contains the entire understanding between the District, LVWD and Mesa del Norte with regard to the matters set forth herein, however, all provisions of the Development Agreement and the Addendum to the Development Agreement that are not expressly modified by any term of provision of this Agreement shall remain in full force and effect. To the extent there exists any conflict between this Addendum and the Development Agreement, the Parties agree that this Agreement shall control. This Agreement may not be amended except by a written amendment signed by all parties. All oral discussions, agreement or representations between the parties that have not been expressly incorporated into this Agreement are not enforceable. This Agreement shall be binding upon and inure to the benefit of not only the parties, but also their successors.

9. **Notices.** All notices shall be in writing and shall be sent by U.S. Mail, certified, return receipt requested, to the addresses shown below, or by facsimile to the telephone number shown below. Mailed notices shall be deemed served when deposited in the United States mail, postage prepaid and addressed as shown below. Notices sent by facsimile shall be deemed served when sent.

If to District No. 4:

General Manager
P.O. Box 3880
Fabens, TX 79838-3880
Fax: (915) 764-4840

With a copy to:
Sarah Faust
Andrew S. "Drew" Miller
Kemp Smith LLP
816 Congress Ave., Ste. 1150
Austin, TX 78701-2443
Fax: (512) 320-5431

If to LVWD:

General Manager
Lower Valley Water District
P.O. Box 909
Clint, TX 79836
Fax: (915) 791-4400

With a copy to:
Steve Blanco
Blanco Ordonez & Wallace, PC
5715 Cromo Drive
El Paso, TX 79912
Fax: (915) 845-5555

If to Mesa del Norte:

General Manager
Mesa del Norte, Ltd.
P.O. Box 57
Fabens, TX 79838
Fax: (915) _____

With a copy to:
Bryan Hall
Beck & Hall PC
5915 Silver Springs, Bldg. 4
El Paso, TX 79912
Fax: (915) 544-1620

9. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

**El Paso County Water Control and
Improvement District No. 4**

By: _____
Name:

Page 5 of 6

Title:
Date:

Lower Valley Water District

By: _____
Name:
Title:
Date:

Mesa del Norte, Ltd.

By: Le. Luis Leticia
Name:
Title: Partner
Date: 9/24/2012

EXHIBIT A

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
EL PASO COUNTY §

This is a Development Agreement executed as of the 21 day of April, 2008, between the El Paso County Water Control & Improvement District #4 (the "District"), a municipal operation in the county of El Paso, and the Owner/Developer (the "Owner") Mesa del Norte, Ltd.

WHEREAS, Owner has requested the opportunity to install water and sewer mains in Owner's new subdivision known as Mesa del Norte an addition to the County of El Paso, Texas, and connect the water and sewer mains to the District's existing water and sewer mains.

WHEREAS, section 212.071, et seq., of the Local Government Code authorized municipalities to enter into a contract with a Developer of a subdivision or land in the municipality to construct public improvements related to development without complying with the competitive sealed bidding procedure of Chapter 252 of the Local Government Code;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1 - SYSTEM DESIGN

- A. The Owner will design the system and bear all charges associated with the design of the system. Owner must submit a full set of subdivision plans for written approval by the District Engineer and submission to the District's General Manager. Before the final design is approved by the District's Engineer and released for construction, the Owner must submit one set of Final subdivision plans (the "Plans"), including Phasing, if any, as approved by the District Engineer. Once the District's Engineer has review and approved the final utility Plans, and the design review and other fees and fees assessed by other entities through the District have been paid, the District will execute the Development Agreement. The Owner will construct the Facilities under the supervision of the District's Engineer strictly in accordance with the Plans.
- B. These Plans include the following Facilities:
 - a. Water Distribution system showing mains and sizes thereof, location in street, location of valves, fire hydrants, water taps, and other information.

Water Job No.

Description

- b. Sewer Collection system showing mains and size thereof, location in street, manholes, profiles which show elevations of invert and ground and grades.

Sewer Job No.

Description

- C. Easements are required. Easement will be (brought in by plat) by standard Utility Easement forms with metes and bounds, attached to this Agreement). 30 ft. and 60 ft. easement.
- D. Owner agrees to pay for all engineering services, legal services, and District costs, associated with this Contract that shall be submitted to Owner on the invoice set forth in Exhibit A, which is attached to and made a part of this Contract for all purposes. No Letter of Final Acceptance shall be issued until all invoices are paid by Owner.

SECTION 2 - WATER RIGHTS

The District is responsible for providing water to property within the District in accordance with its Rules and Regulations and endeavors to protect all water sources (both surface and underground) and promotes water conservation among the customers of the District. The District pursues the accumulation of water rights in conjunction with the provision of water and sewer service. Thus, the District may limit the size and number of meters (whether service is provided within or outside the District) to any property.

For property within the District, the District requests water rights, in accordance with its Rules and Regulations to offset the anticipated water demand to the property, if the property is within the Rio Grande Irrigation Project. If

water rights previously belonging to the property have been removed, the Owner shall acquire the water rights and assign those rights to the District.

SECTION 3 - INSURANCE AND CHANGES IN THE WORK

The Owner will enter into a construction contract for this work with a utility contractor who is experienced in performing similar water and sewer construction. The Contractor and all independent contractors shall be required in the construction contract(s) to hold the District harmless from any damages or claims which may arise during construction. The Owner's contractor shall execute a hold harmless agreement, attached hereto as Exhibit B, which shall become part of this Development Agreement. The Owner agrees to integrate this Development Agreement into his construction contract and require expressly in the construction contract that the contractor will be bound to comply with the provision hereof. The Owner and his contractor will confirm that they are familiar, and will fully comply, with the additional insurance and other requirements set forth on Exhibit C, which is attached to and made a part of this contract for all purposes. The District shall be provided with a copy of the Insurance Certificate evidencing coverage for the full term of the Project and shall be named as an additional insured on the General Liability policy. Notwithstanding anything in the Agreement to the contrary, Owner agrees and represents that his contractor will be so bound; that Owner remains responsible for additional work on the facilities at the site as may be required by the District due to changes in the work or for other reasons determined by the District to be necessary in order to ensure that the work is constructed satisfactorily and in accordance with the terms of this contract.

The Owner has engaged the following Contractor for this work:

Bain Construction
Contractor's Name

14160 Blair Dr., Horizon City, TX 79928
Address

915-852-8620
Phone Number

SECTION 4 - COORDINATION OF CONSTRUCTION

The Owner is responsible for coordinating construction with the District's Engineer. The District is entitled to inspect and observe the work at all times. It is understood that the responsibility for confirming the work to the Plans is the sole responsibility of the Owner. The fact that the District has inspected the work at any stage shall not be deemed to be acceptance or approval by the District of the work performed. Approval and acceptance of the work shall be effective only

when submitted in writing, as provided for below. Nothing herein shall make the District responsible for the Owner or his contractor's failure to perform the work in accordance with the Contract documents or the Plans, nor shall the District be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety precautions incident hereto.

SECTION 5 - PAVING CUTS

If any paved streets are to be cut during the conduct of the work under this Agreement, the Contractor shall notify the County of El Paso in advance of the location and nature of the cut, when it is to be done, and the name of the sub contractor for paving. The County must approve this first. The Owner's contractor shall continuously, and not less frequently than once daily, maintain backfilled cuts in streets or alleys in order to assure a smooth riding surface for vehicular traffic. He shall also wet down the surface of unpaved cuts regularly in order to minimize dust, and make every effort to have the street surface repaved as soon as possible. On arterial streets, a temporary paving patch of HMA or cold mixed asphaltic concrete shall be placed immediately after backfill, to be removed when the permanent patch is placed. When any cut in a street is not so maintained or repaired within the required time, the District is entitled to authorize the County to perform the work, or to perform the work with its own forces, at the expense of the Owner, including a charge for reasonable overhead. The Owner shall pay this expense within ten (10) days of receipt of an invoice for such work.

SECTION 6 - AFFIDAVIT OF COMPLETION

It is understood and agreed by the parties that the purpose of this Agreement is to ultimately assure that the public utilities and streets involved will be constructed in accordance with the Plans, utilizing normal industry standards, and dedicated to the District's entities as fit for their intended use, free and clear of any liens or encumbrances.

Once the work is complete, and upon receipt of a Completion Certificate from the District's Engineer, or his representative, certifying that all facilities have been constructed in compliance with the Plans, the District will issue a Paving Release to the County with a copy to the Owner. The Owner shall then cause his contractor to set the manholes and valve boxes to final grade; verify that meter boxes are in a condition acceptable to the District for setting meters; and certify that the streets are acceptable to the County for dedication. The District will then send a request to the Owner asking that the Facilities be conveyed to the District, in writing, free and clear of all liens and encumbrances.

Owner will then execute and deliver to the District an affidavit stating the Facilities have been completed in accordance with the Plans and in accordance with the terms of this Development Agreement, the specifications, and all applicable laws; that all final adjustments have been made as requested; that the

Owner has paid for all labor and materials; that there are no outstanding claims relating to the work; and that all debts with the District have been paid. The Owner must include a specific Release of Liens from its Contractor and all sub contractors with the signed conveyance form.

The District Engineer, or his designated field representative, will make a final inspection of the work. Once the work is found to be in compliance with all terms of this contract and acceptable to the District for inclusion into its system, the District will issue a Letter of Final Acceptance of the Facilities. The District will then set meters upon a request to activate service, allow sewer services to be connected by others, and admit water to the system. The Owner or his Contractor may, at the discretion of the District, install water services of $\frac{3}{4}$ inch size, subject to the approval of the District and in accordance with its standards. In no event, however, is the Owner or his Contractor to install any service larger than $\frac{3}{4}$ inch. No meters will be installed until the system has been bacteriologically and pressure tested and a Letter of Final Acceptance has been issued.

In the event Owner determines to sell lots in the subdivision prior to Final Acceptance of the Facilities to the District, Owner agrees to include a provision in the sales contract stating that the Facilities have not yet been finally accepted by the District and that services will not be activated until such Final Acceptance has occurred.

SECTION 7 - PARTIAL ACCEPTANCE

When Partial Acceptance of a facility is agreed upon between the District and the Owner, it is understood and agreed that the one year Warranty period will not begin until Final Acceptance of all facilities to be installed under this Development Agreement.

The Developer shall submit a letter of request to the District and shall include a highlighted map of the areas to be conditionally accepted with the number of linear feet, valve to valve, to be conveyed to the District. The Owner shall also provide the address for each requested water meter. Upon approval by the District, the District's Engineer or his authorized field representative, will certify that portion of line as acceptable for inclusion to the District's system and shall issue a Partial Conditional Completion Certificate indicating the facilities and addresses of water services accepted. The Developer shall deliver a Conveyance and a Partial Release of Liens and the District will issue a partial Conditional Acceptance Letter. The Developer may then authorize his agents or assigns to contact Customer Service to request a water meter.

SECTION 8 - ONE YEAR WARRANTY

- A. Owner represents and warrants to the District that all work was performed strictly in accordance with the Plans, and as otherwise

provided in this Agreement. This warranty shall remain in full force and effect for a period of one year from and after the date of the Letter of Final Acceptance of the facilities shown on the plans under this Developer Agreement by the District. No Mechanic's Liens shall ever be threatened or filed against the subdivision or property which is the subject of this Contract. It is understood and agreed that the acceptance of the Facilities by the District, Owner remains responsible for a period of one year from the date of the issuance of the Letter of Final Acceptance by the District for conforming the work to the Plans and otherwise complying with the warranty granted in this paragraph. Owner further agrees to be fully responsible for the repair and maintenance of the Facilities for a period of one year from the date of the Letter of Final Acceptance.

The Owner may include applicable warranty provisions in his contracts with other utilities, paving or other contractors employed by him on the work, or those with subsequent purchasers of lots in the subdivision. However, the District will look to the Owner for correction of defects or damage to the Facilities constructed under this Development Agreement.

Thirty (30) days prior to the expiration of the one year warranty period, Owner agrees to an inspection of the Facilities by the District. In the event Owner determines to sell lots in the subdivision prior to Partial Acceptance as defined in Paragraph 7, or Final Acceptance of the Facilities by the District, Owner agrees to include a provision in the sales contract stating that the Facilities have not yet been finally accepted by the District and that services will not be activated until such Final Acceptance has been obtained.

B. PERFORMANCE BOND

The Owner shall pose an acceptable Performance Bond with the District in accordance with Chapter 2253 of the Government Code to ensure completion and warranty of the project when the Contract amount exceeds \$100,000.00. The bond must be executed by a corporate surety licensed to do business in Texas and in accordance with law. The surety's and principal's obligation to correct any defective workmanship and materials under the bond shall remain in effect for the full one year warranty period set forth in Section 8.

The Owner agrees to promptly execute his rights and remedies under this bond and, at the option of the District, to assign to the District all the rights and remedies under this bond upon the issuance of the Letter of Final Acceptance or to include the District as an obligee on the Bond.

SECTION 9 -- DEFAULT

In the event Owner or his contractor fail to comply with the provisions hereof, the District may take such actions to which it may be entitled by law or equity, including, but not limited to: stopping the work; seeking specific performance of this Contract; or suing for damages.

SECTION 10 -- INDEPENDENT CONTRACTOR/INDEMNIFICATION

A. INDEPENDENT CONTRACTOR

The Owner, for himself, his Contractor, shall operate as an independent Contractor, not subject to the direct or continuous supervision and control of the District. The parties agree that in no event shall the Owner or his Contractor be deemed to be an agent, officer, or employee of the District.

B. INDEMNIFICATION

The Owner, for himself, his Contractor, sub contractors, officers, agents, employees, and representatives, hereby indemnifies and holds harmless the District, its officers, agents, and employees from and against all claims, damages, losses, and expenses (including attorneys fees, expert fees, and overhead) in any way arising out of or resulting from their performance under this Contract, including the construction of the Facilities by the Contractor, any sub contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor or sub contractor may be liable, including any claims, damages, losses, or expenses resulting in injury or death.

SECTION 11 -- TITLE

Owner represents that it currently holds title, or has presented evidence that it has entered into a contract to purchase and obtain title, to the property in exactly the same manner in which it signs this Agreement. The terms and provisions thereof shall be binding upon, and inure to the benefit of, the parties hereto and their successors, assigns, heirs, and personal representatives.

SECTION 12 -- ASSIGNABILITY

The Owner shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the District.

SECTION 13 - COMPLIANCE WITH LAWS

The Owner shall comply with all applicable laws, ordinances, rules and regulations and codes of the federal, state, and local governments, as they may now read or hereinafter be amended.

SECTION 14 - VENUE

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in the District Court of El Paso County, Texas; and this Agreement shall be interpreted in accordance with the laws of the state of Texas.

SECTION 15 - SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by a final decision of a court of competent jurisdiction, such invalidity will not affect any of the remaining provisions of this Agreement.

SECTION 16 - CAPTIONS

The captions of this Agreement are for informational purposes only and shall not in any way affect the substantial terms and conditions of this Agreement.

IN WITNESS HEREOF THE EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #4 has caused this Agreement to be executed by its General Manager and by the Owner, or by their duly authorized representatives on this 21 day of April 2008.

OWNER

Mesa Del Norte LTD
Company Name

LeLois Lutich
Authorized Signature

LeLois Lutich
Type or Print Name and Title

April 21, 2008
Date

P.O. Box 1230
Owner's Address

(915) 764-4120
Phone Number

(915) 764-4120
Fax Number

EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #4

Geni de la Torre
INT. General Manager

April 21, 2008
Date

M. A. [Signature]
Board President

7-23-08
Date

EXHIBIT B

Addendum to Development Agreement

This is an addendum to the Development Agreement that was entered into on April 21, 2008, by and between the El Paso County Water Control & Improvement District No. 4 ("District") and Mesa Del Norte, Ltd. ("Owner"), the owner/developer of certain water and sewer mains in a new subdivision in El Paso County known as Mesa del Norte. The District and the Owner may be collectively referred to in this Addendum as the "Parties." A true and correct copy of the Development Agreement (including the exhibits thereto) is attached to this addendum at Exhibit A.

Owner currently desires to convey a portion of the facilities to the District pursuant to Partial Acceptance as contemplated by Section 7 of the Development Agreement. Owner intends to convey the remaining facilities to the District and seek Full Acceptance as soon as those facilities are ready for conveyance. This addendum is intended clarify terms and provisions in the Development Agreement as they apply to Partial Acceptance and also to add terms and provisions to the Parties' overall agreement that are not expressly included in the Development Agreement. All provisions of the Development Agreement that are not expressly modified by any term or provision of this Addendum shall remain in full force and effect. To the extent there exists any conflict between this Addendum and the Development Agreement, the Parties agree that the Addendum shall control.

1. Warranty of Facilities Subject to Partial Acceptance.

Facilities that are the subject of any Partial Acceptance, as contemplated by Section 7 of the Development Agreement, shall be covered, beginning on the date of the Partial Acceptance Letter issued by the District, by Section 8.A of the Development Agreement, except that the Owner does not represent and warrant that all work was performed strictly in accordance with the Plans. Owner represents and warrants that the facilities subject to the Partial Acceptance have been installed as reflected by the as-built drawings submitted to the District.

This warranty shall remain in full force and effect until one year from the date of the Letter of Final Acceptance of the facilities. It is understood and agreed that after any Partial Acceptance by the District, Owner remains responsible for conforming the work to the as-built plans that have been submitted to the district pertaining to the Partial Acceptance and for otherwise complying with the warranty granted in this paragraph and in Section 8.A of the Development Agreement. Owner further agrees to be fully responsible for the repair and maintenance of the facilities that are the subject to any Partial Acceptance until one year from the date of the Letter of Final Acceptance.

Owner shall post a suitable maintenance bond in an amount of \$100,000, executed by a corporate surety licensed to do business in Texas and in accordance with applicable law, in order to secure its obligation under this provision, and shall renew or reissue that bond as necessary so that such bond remains in effect until one year after the date of the Letter of Final Acceptance. The Owner's and surety's obligations to correct any defective workmanship and materials under such bond shall remain in effect until one year from the date of the Letter of Final Acceptance.

2. District Costs Associated the Development Agreement and this Addendum

Owner agrees to pay for engineering and legal services associated with the Development Agreement and this Addendum that have been incurred by the District and submitted to the Owner on the invoice set forth in Exhibit B attached to this Addendum. No Partial Acceptance Letter shall be issued until this invoice is paid by the Owner.

The signatories to this agreement represent that they have full authority to bind their respective parties on whose behalf they sign.

IN WITNESS HEREOF THE EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT No. 4 has caused this Addendum to Development Agreement to be executed by its General Manager and by the Owner, or by their duly authorized representatives on this 11th day of February, 2011.

MESA DEL NORTE, LTD


Lefois Luján

2-11-11
date

P.O. Box 57, FABENS Tx 79838
address

915-764-4120
Telephone Number

915-764-6870
Fax Number

EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4.

Geri de la Torre
General Manager

date

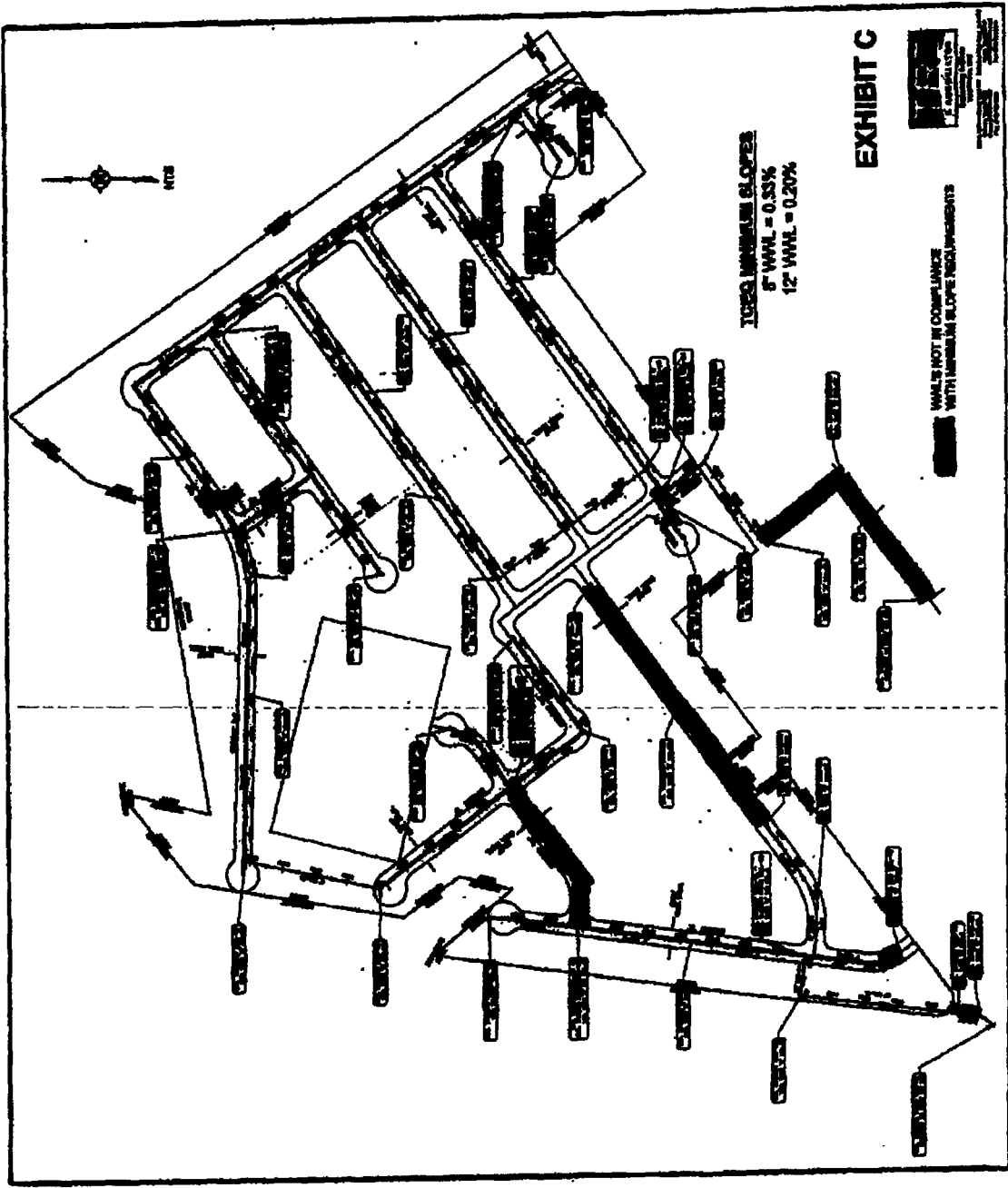
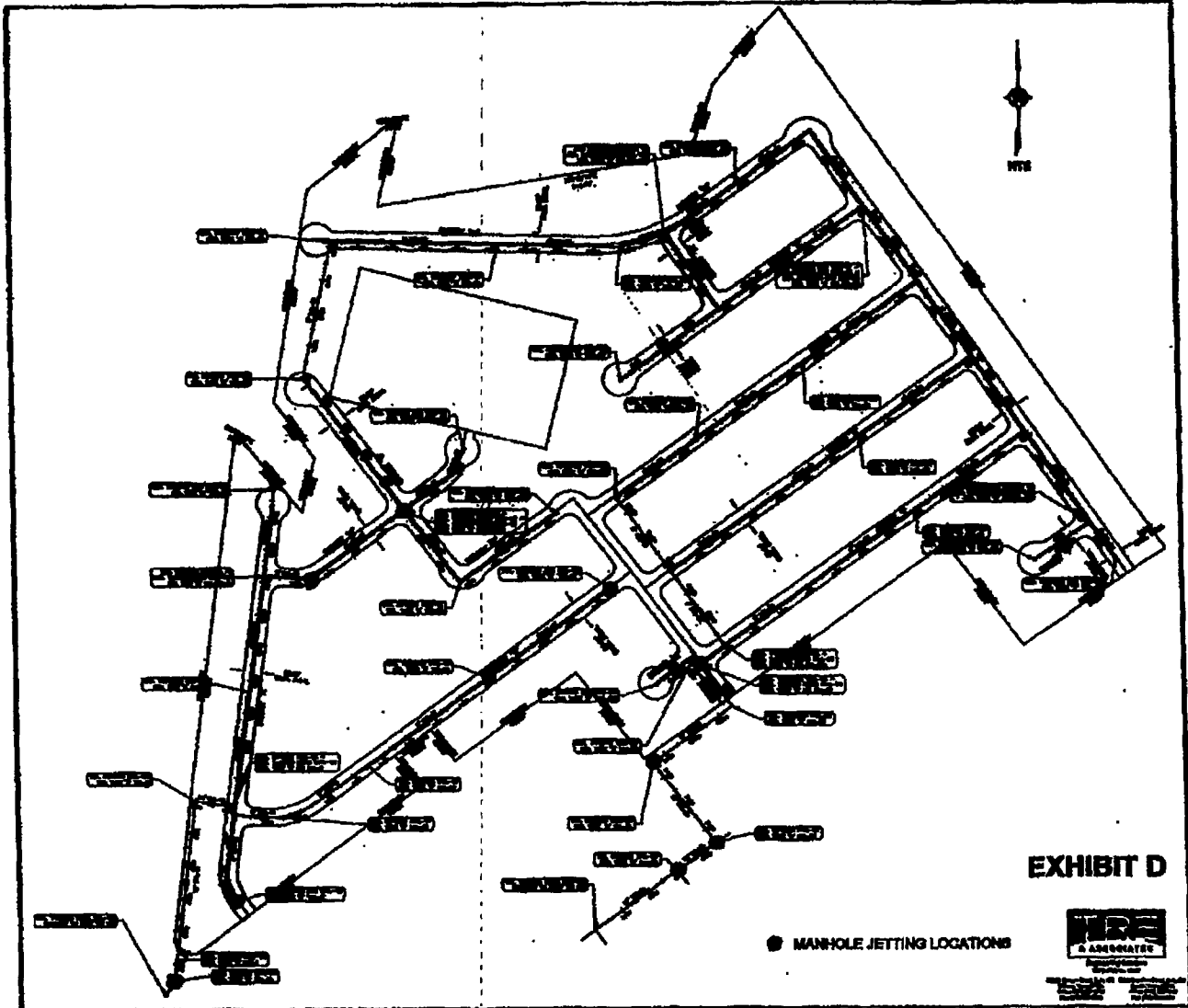


EXHIBIT C

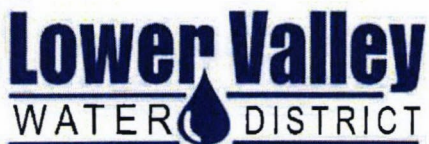
USED MINIMUM SLOPES
 6" WWAL = 0.55%
 12" WWAL = 0.20%

WALLS NOT IN COMPLIANCE WITH MINIMUM SLOPE REQUIREMENTS





ATTACHMENT H



BOARD MEMBERS

Rosalinda Vigil
President

David Carrasco
Vice-President

Henry Trujillo
Secretary /
Treasurer

David Estrada
Director

Rod Chavez
Director

Gerald Grijalva
General Manager

August 12, 2019

EL Paso County Water Control
and Improvement District No. 4
117 E. Main St.
P.O. Box 3880
Fabens, Texas 79838-3880

Dear Members of the Fabens Board of Directors, General Manager, and Staff;

I humbly request your assistance regarding delivery of sanitary sewer service to the Mesa Del Norte subdivision subsequent to our October 1, 2019 changeover of service from your District to ours.

Please take some time to review the timeline in attachment A, which was agreed upon by both the Lower Valley (LVWD) and El Paso County Water Control and Improvement District No. 4 (EPCWCID#4) staff to enable the switch from your District to ours. The timeline, which was mutually deemed reasonable at its creation in June has been met by many unavoidable land and easement acquisition delays, which could not have been predicted. The effect to our sewage management plans was sweeping.

The District is asking EPCWCID#4 to consider that water service for the residents of Mesa Del Norte be transferred to LVWD as scheduled on October 1, 2019. The LVWD will have the water infrastructure completed within this time frame to enable the transfer.

As for the sanitary sewer infrastructure, the LVWD is requesting for additional time to design, secure permitting through the Texas Commission on Environmental Quality and construct a decentralized package plant to be located on nearby Fabens Lion's Club property as documented in attachment B. During this time frame LVWD would like to enter into a formal interlocal agreement with EPCWCID#4 for treating the Mesa Del Norte subdivision wastewater.

We're asking for the interlocal agreement to be initiated on October 1, 2019 and continue until we have a functional treatment facility in place or May 30, 2022, at the latest. Our intended treatment facility and timeline is described on Attachment C. The LVWD agrees to pay out-of-district sewer rates, provide a three-month security deposit, and furnish sewage flow meter readings for the Mesa Del Norte subdivision to EPCWCID#4 at the established interval. The LVWD also agrees to provide backup consolidated water meter readings upon request.

The LVWD has tremendously appreciated meeting and accepting the input from your staff regarding this project. The EPCWCID#4 staff has been very accommodating on this project, and we hope to someday be able to reciprocate. We are willing to meet with and provide any documentation and presentations required of us to promote this request.



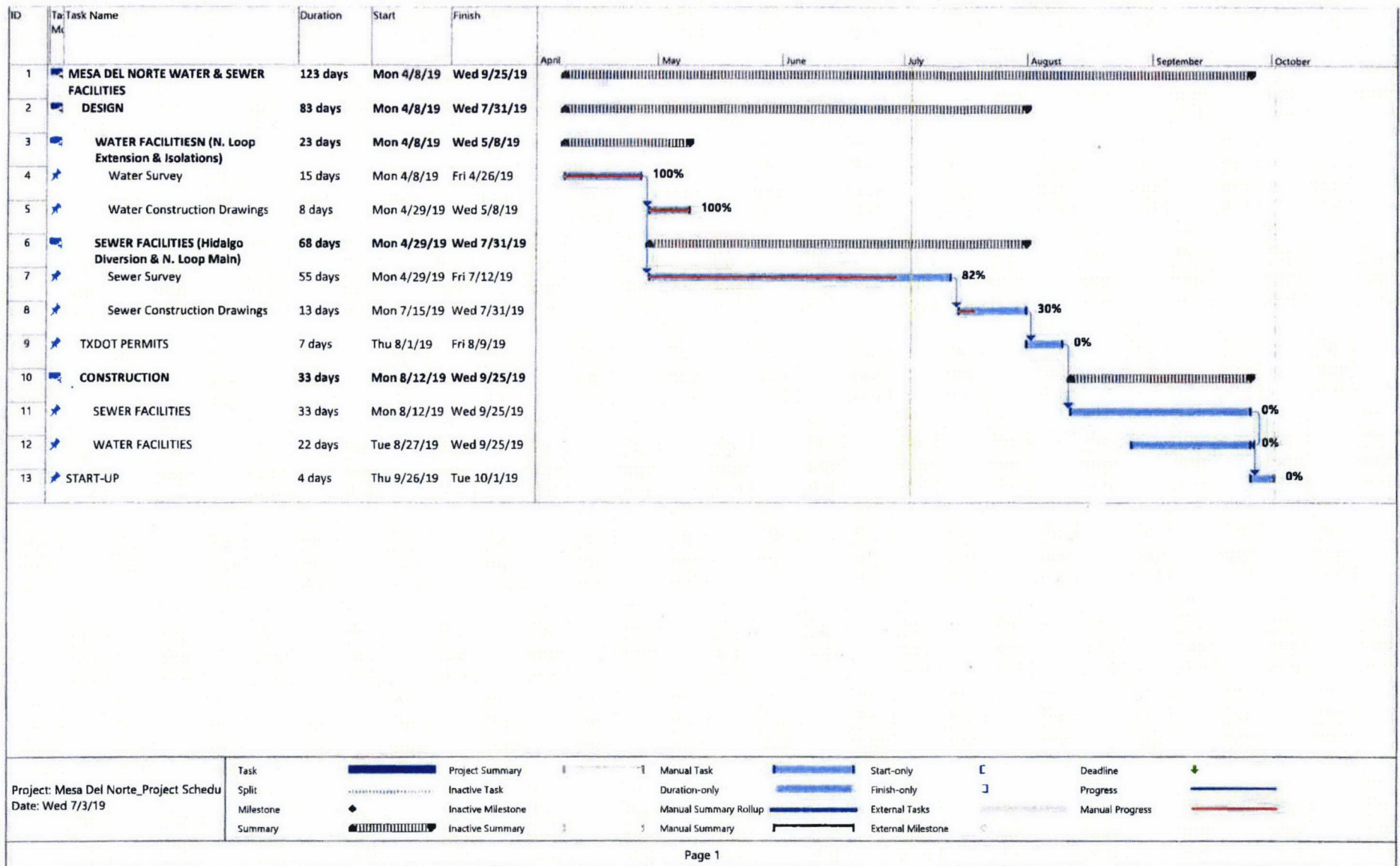
The LVWD would greatly appreciate your assistance with this issue, and I look forward to a response hopefully to discuss the way forward.

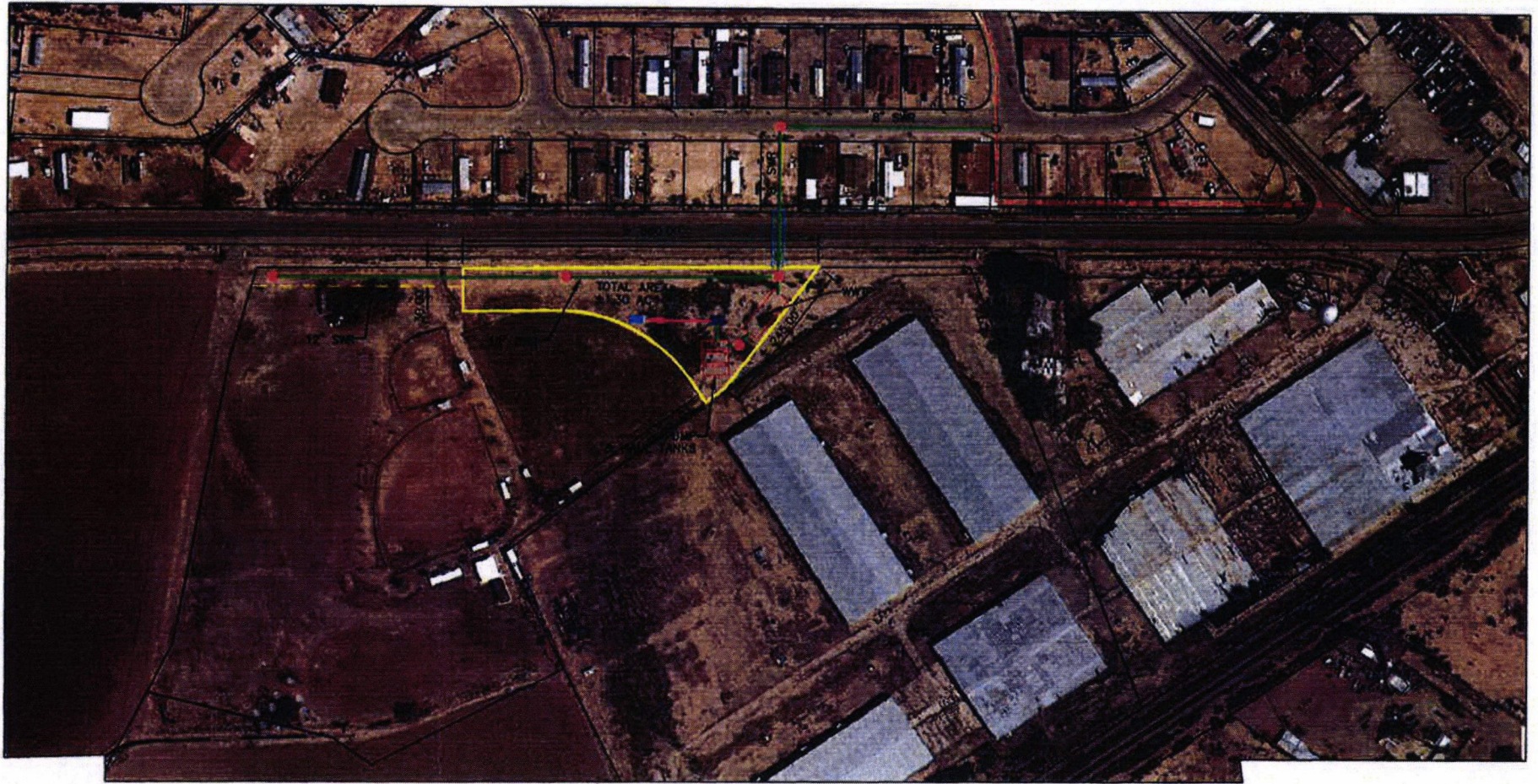
Sincerely,



Jerry Grijalva, General Manager
ggrijalva@lvwd.org
1557 FM 1110 Clint, Texas 79836
Main (915) 791-4480 ext. 1100
Cell (915) 892-4586







LEGEND:

- PROPOSED MANHOLE
- PROPOSED SANITARY SEWER LINE
- PROPOSED FORCE MAIN
- PROPOSED CONSTRUCTION AREA
- PROPOSED CASING

- PROPOSED LIFT STATION
- PROPOSED STAND PIPE AREA
- EXISTING MANHOLE
- ExS — EXISTING SEWER LINE

SCALE: 1" = 150'

OPTION 2
MESA DEL NORTE PHASE II
c a

Attachment B

ID	Task Name	Duration	Start	Finish	Timeline											
					2020	2021			2022							
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1	MESA DEL NORTE WWTP FACILITIES	726 days	Mon 8/19/19	Mon 5/30/22												
2	Project Kick-Off	1 day	Mon 8/19/19	Mon 8/19/19	8/19											
3	Engineering Report	88 days	Tue 8/20/19	Thu 12/19/19												
4	Environmental Report & Agency Coordination	176 days	Tue 8/20/19	Tue 4/21/20												
5	Supplementary Survey & Metes & Bounds	44 days	Tue 8/20/19	Fri 10/18/19												
6	Land Acquisition	88 days	Thu 9/19/19	Mon 1/20/20												
7	Design	132 days	Mon 10/21/19	Tue 4/21/20												
8	TCEQ/EPA Permit Review & Approval Process	220 days	Wed 4/22/20	Tue 2/23/21												
9	Bidding & Award	55 days	Wed 2/24/21	Tue 5/11/21												
10	Construction	264 days	Wed 5/12/21	Mon 5/16/22												
11	Plant Commissioning	10 days	Tue 5/17/22	Mon 5/30/22												

Project: MesaDelNorteWWTP -
Date: Thu 8/8/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ATTACHMENT I



El Paso County WCID #4

Water and Wastewater Rate Analysis

And Long Term Financial Plan

Board Meeting

November 2015

economists.com



Facts about Water and Wastewater Rates in the 21st Century



- ❖ Average utility has been increasing rates 5-6% per year
- ❖ AWWA has stated that it expects water and ww rates across the USA to triple in the next 15 years
- ❖ Many reasons for rate increases are beyond a Utility's ability to influence
- ❖ Conclusion: higher rates are an unfortunate but inevitable fact of life in USA



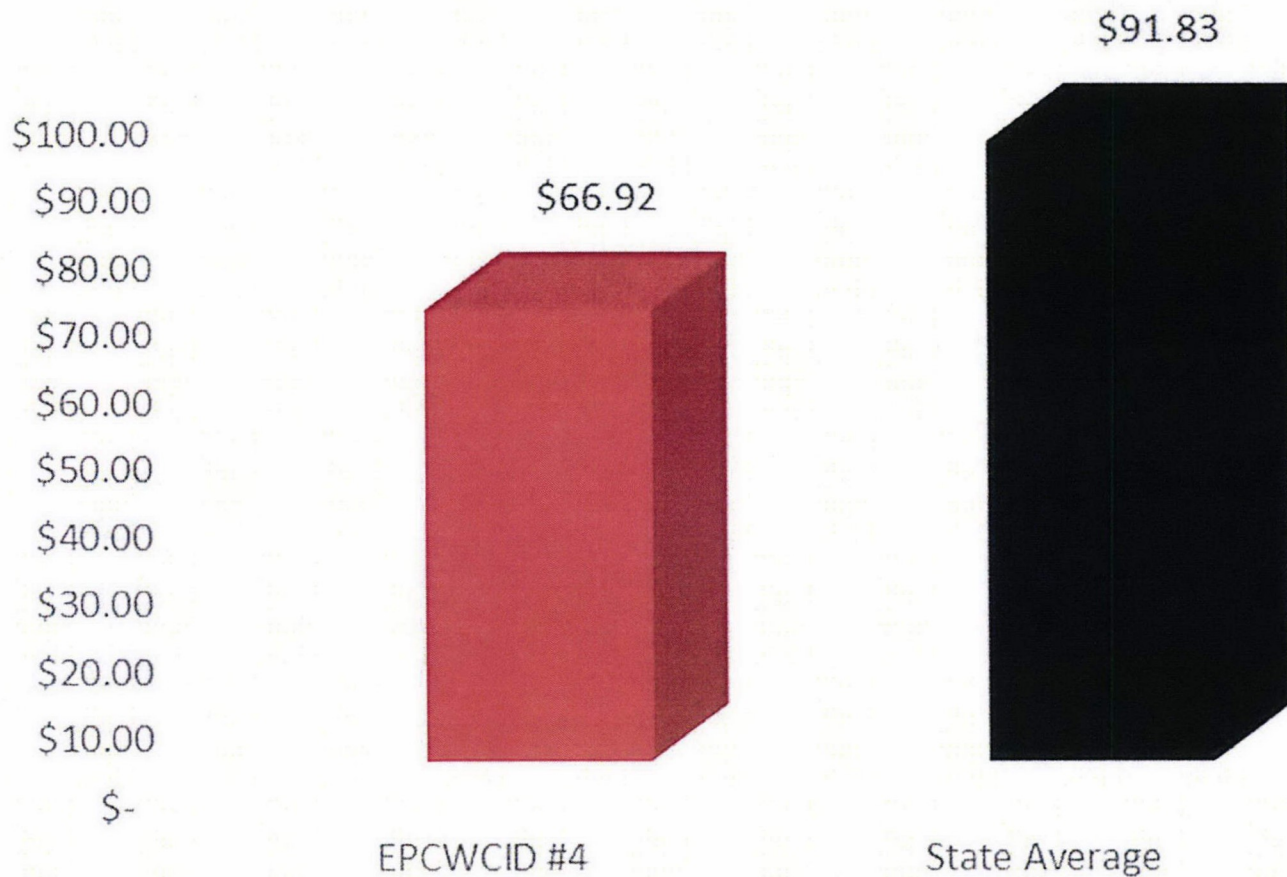
EPCWCID #4

Current Water/WW Rates

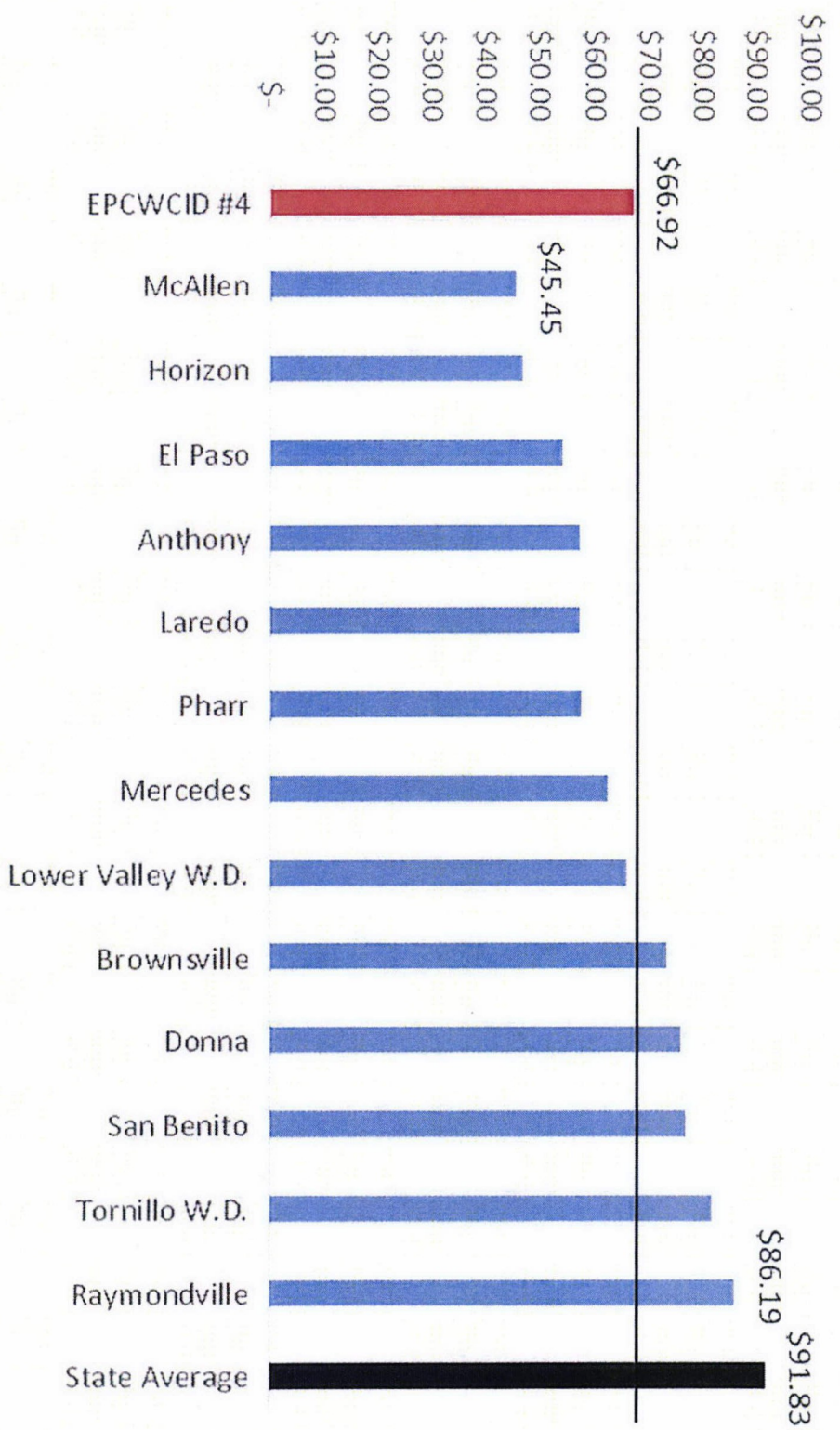


	<u>Residential</u>	<u>Commercial</u>
Customer Charge	\$ 2.50	\$ 2.50
WATER		
Minimum Charge (1st 3,000 Gal)	18.32	27.67
3,001 15,000	1.84	2.26
15,001 34,000	3.18	3.88
34,001 1,000,000	3.88	4.76
1,000,001 Above	5.06	6.20
WASTEWATER		
Minimum Charge (1st 3,000 Gal)	29.20	56.99
3,001 Above	2.01	2.87

Residential Monthly Charge Comparison 10,000 Gallons W, WW



Residential Rate Comparison 10,000 Gallons Per Month



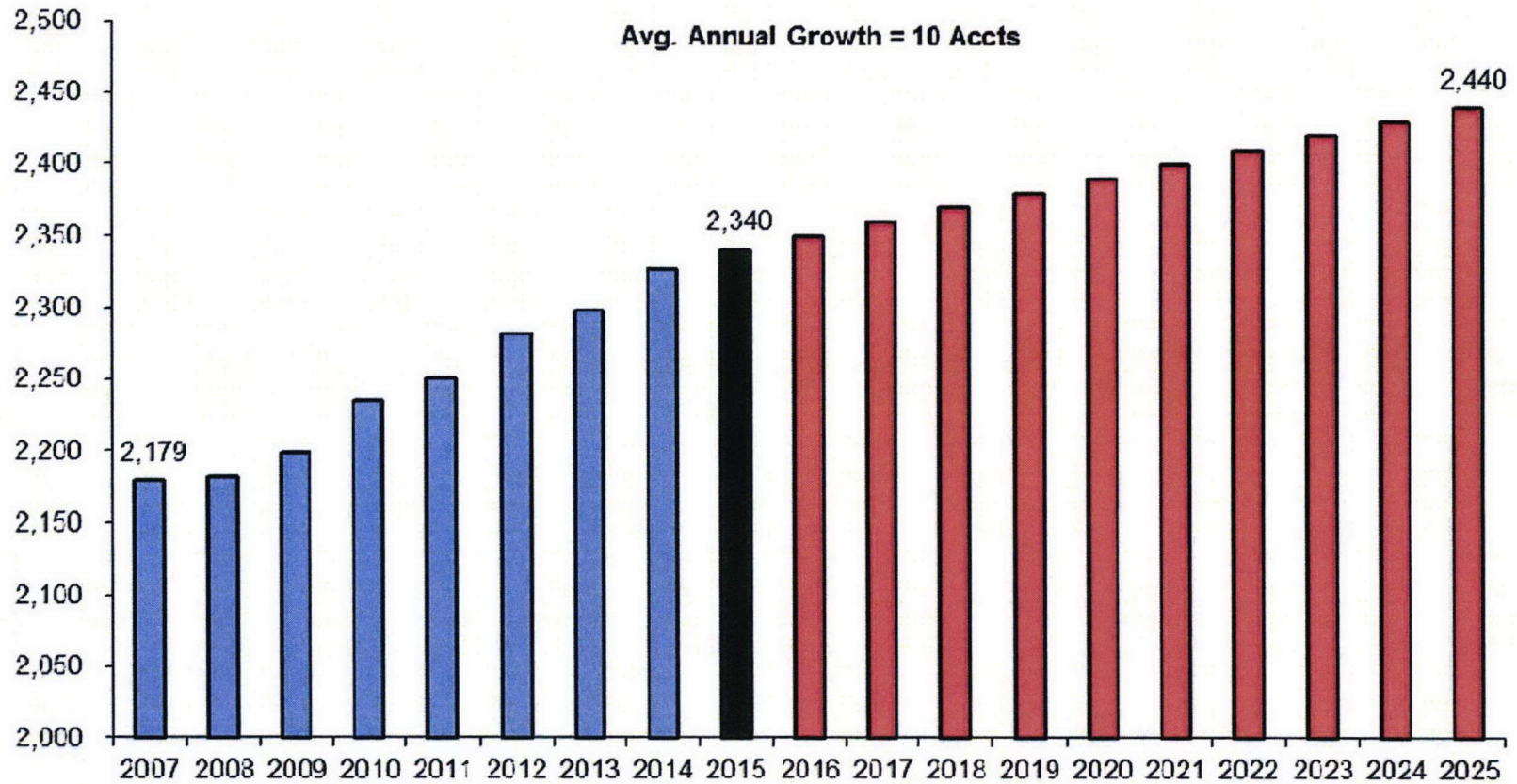
EPCWCID #4

Current Water and Wastewater Accounts



	WATER Accounts	WASTEWATER Accounts
Inside Residential	1,935	1,890
Inside Comm Small	127	117
Inside Comm Large	31	20
Outside Residential	219	148
Outside Comm Small	18	4
Outside Comm Large	9	2
Outside Non-Potable	1	-
Total	2,340	2,181

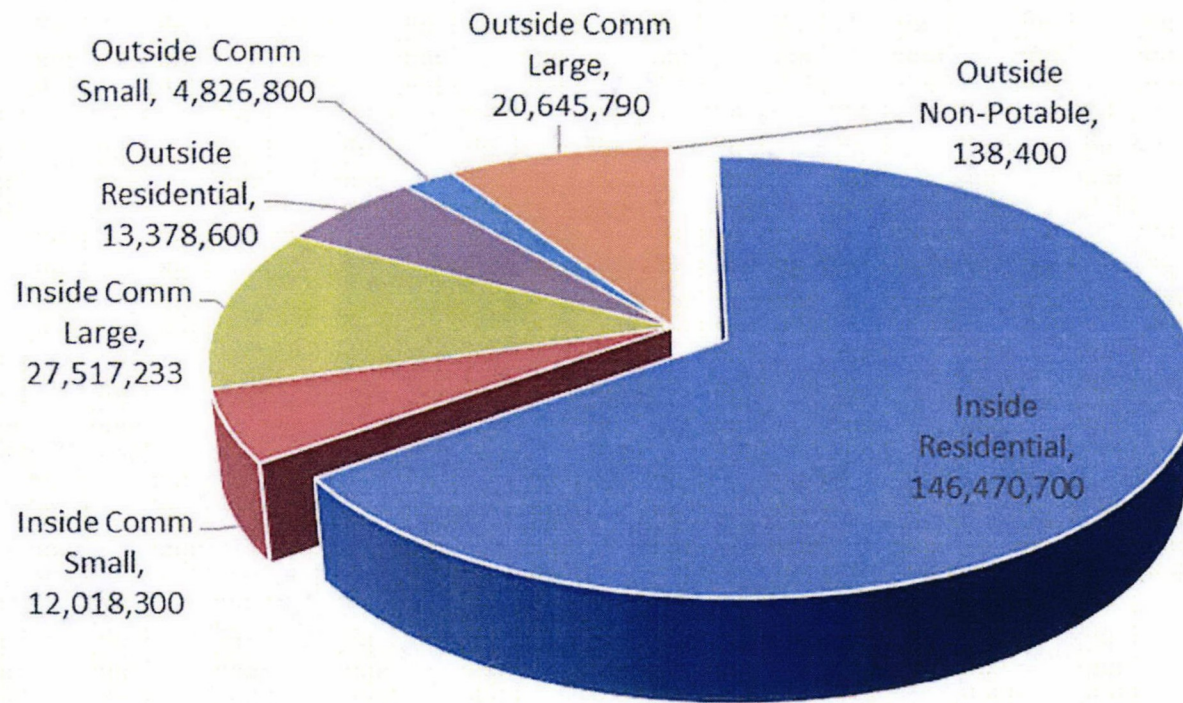
Historical and Forecast Water Accounts



FY 2015 Water Consumption



Total = 224,995,823



FY 2015 Water/WW Cost of Service



	TOTAL	WATER	WASTEWATER
Personnel & Operating	\$ 1,350,000	\$ 700,300	\$ 649,700
Capital Outlays	100,000	50,000	50,000
Operating Reserves	-	-	-
Revenue Bond Debt Service	632,271	398,124	234,147
Debt Coverage	-	-	-
Total Budget	2,082,271	1,148,424	933,847
Less Non-Rate Revenues	(22,500)	(15,400)	(7,100)
Net Revenue Requirement Raised from Rates	2,059,771	1,133,024	926,747

El Paso County WCID #4 Cost of Service Forecast Assumptions



- ◆ Very little growth expected
- ◆ NADB transition assistance has ended; funding must be replaced by rate revenue
- ◆ Most costs will continue to increase 3-5% per year
- ◆ Most significant impact on rates – funding of repairs and capital improvements to water and wastewater system

Water/WW Improvement Project Total Capital Funding Needs



WATER Improvements

I-10 Tank, Booster and Collection Line	\$	1,675,000
Nano Filtration System		1,664,000
CC Camp to 10th Street Well Collection Line		<u>50,000</u>
Total		3,389,000

WASTEWATER Improvements

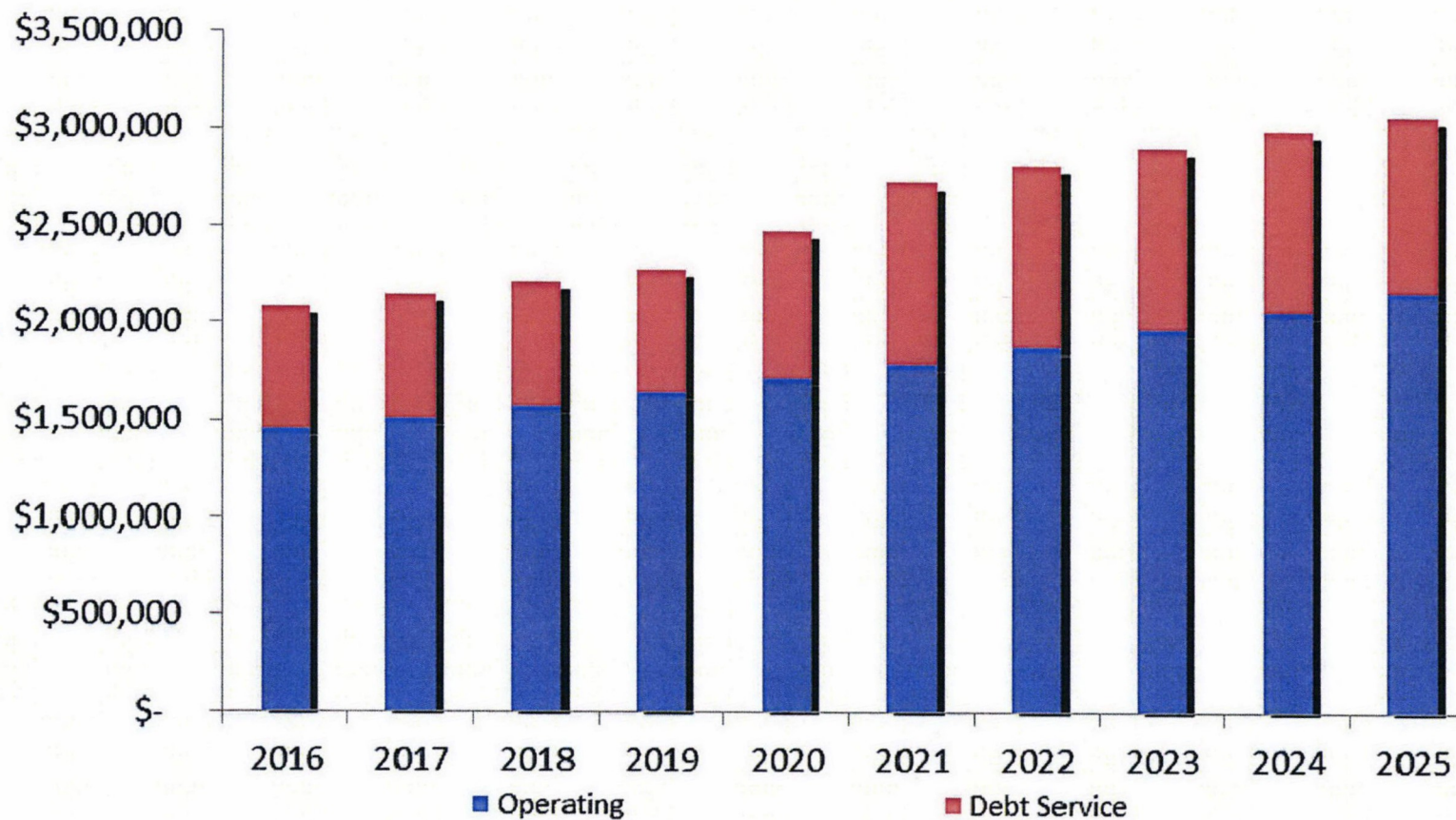
Sewer Force Main	\$	1,400,000
Ikard Lift Station(Replacement)		<u>2,500,000</u>
Total		3,900,000

TOTAL IMPROVEMENTS	\$	7,289,000
---------------------------	-----------	------------------

Forecast Bond Issues



Forecast Revenue Requirement



Forecast Revenue Requirement



	2016	2017	2018	2019	2020
Operating	\$ 1,350,000	\$ 1,411,982	\$ 1,477,535	\$ 1,546,904	\$ 1,620,353
Capital Outlays	100,000	100,000	100,000	100,000	100,000
Debt Service	<u>632,271</u>	<u>631,558</u>	<u>631,718</u>	<u>631,704</u>	<u>757,370</u>
Total Cost of Service	2,082,271	2,143,540	2,209,253	2,278,609	2,477,723

Proposed Rate Plan Residential Inside



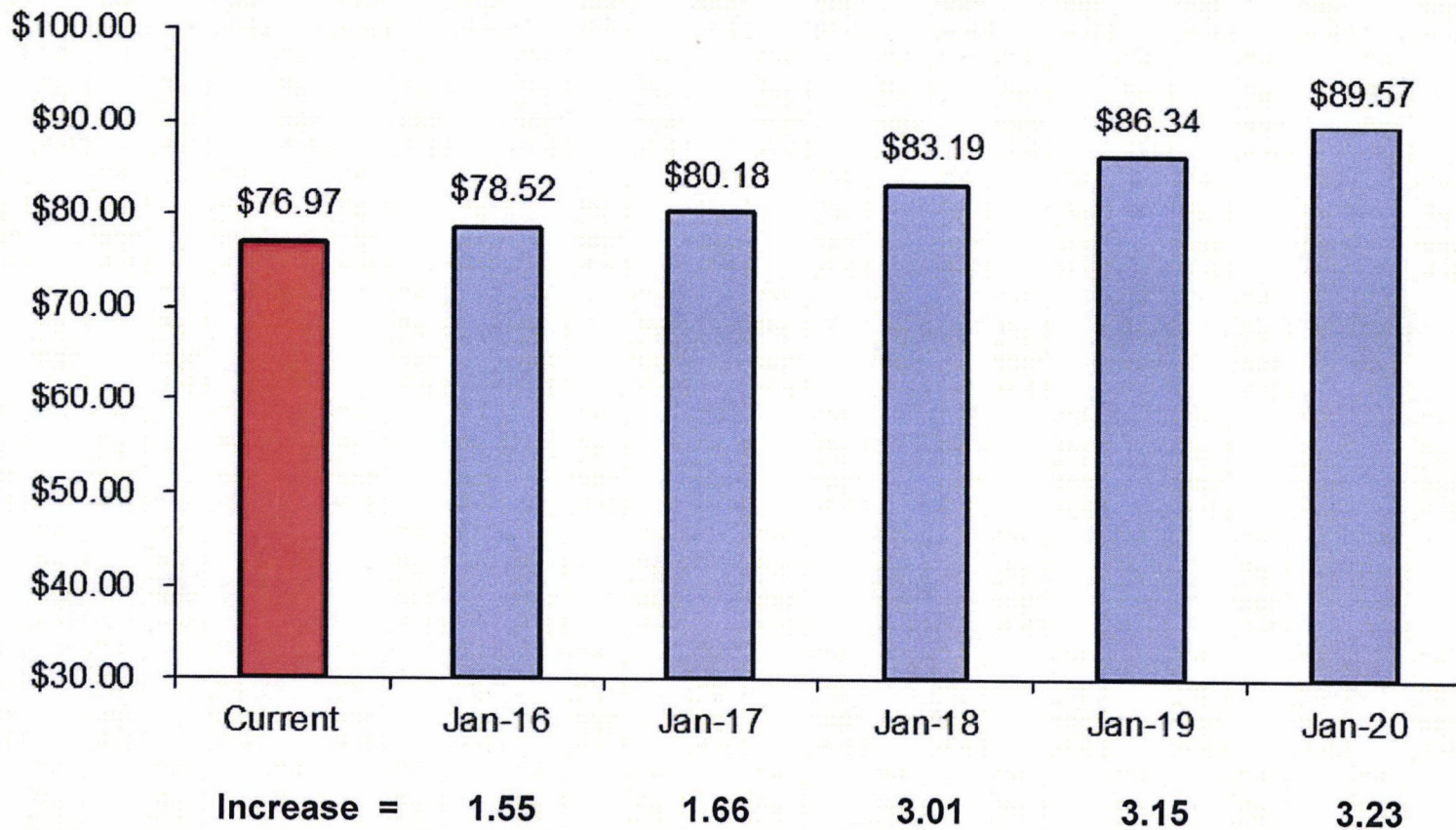
Alternative: 2015 10 23 -- Alternative 1

	Effective Current	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20
Customer Charge	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
WATER -- Inside Residential						
Minimum Charge (1st 3,000 Gal)	18.32	19.24	20.20	21.21	22.27	23.38
3,001 15,000	1.84	1.93	2.03	2.13	2.24	2.35
15,001 34,000	3.18	3.34	3.51	3.69	3.87	4.06
34,001 1,000,000	3.88	4.07	4.27	4.48	4.70	4.94
1,000,001 Above	5.06	5.31	5.58	5.86	6.15	6.46

WW -- Inside Residential

Minimum Charge	29.20	29.20	29.20	30.08	30.98	31.91
3,001 Above	2.01	2.01	2.01	2.07	2.13	2.19

Impact on Monthly Bills – Residential Inside 10,000 Gallons Water and WW



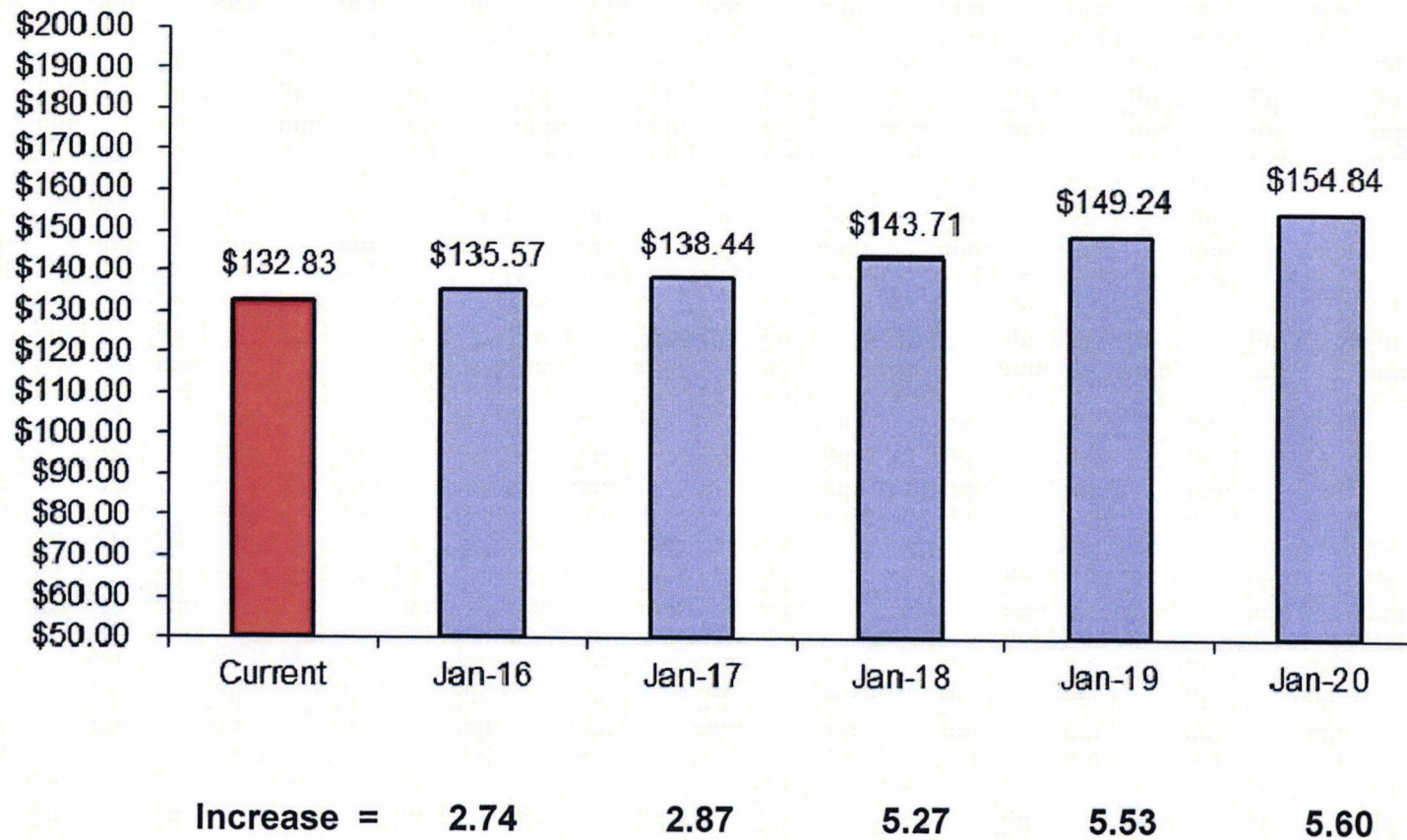
Proposed Rate Plan Residential Outside



Alternative: 2015 10 23 -- Alternative 1

	Current	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20
Customer Charge	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
WATER -- Outside Residential						
Minimum Charge (1st 3,000 Gal)	32.06	33.67	35.35	37.12	38.97	40.92
3,001 15,000	3.22	3.38	3.55	3.73	3.92	4.11
15,001 34,000	5.56	5.85	6.14	6.46	6.77	7.11
34,001 1,000,000	6.80	7.12	7.47	7.84	8.23	8.65
1,000,001 Above	8.86	9.29	9.77	10.26	10.76	11.31
WW -- Outside Residential						
Minimum Charge	51.09	51.10	51.10	52.64	54.22	55.84
3,001 Above	3.52	3.52	3.52	3.62	3.73	3.83

Impact on Monthly Bills – Residential Outside 10,000 Gallons Water and WW



Proposed Rate Plan Inside Commercial Small



Alternative: 2015 10 23 -- Alternative 1

	Current	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20
Customer Charge	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
WATER -- Inside Commercial Small						
Minimum Charge (1st 3,000 Gal)	27.67	29.05	30.50	32.03	33.63	35.31
3,001 15,000	2.26	2.37	2.49	2.61	2.74	2.88
15,001 34,000	3.88	4.07	4.27	4.48	4.70	4.94
34,001 1,000,000	4.76	5.00	5.25	5.51	5.79	6.08
1,000,001 Above	6.20	6.51	6.84	7.18	7.54	7.92

WW -- Inside Commercial Small

Minimum Charge	56.99	56.99	56.99	58.70	60.46	62.27
3,001 Above	2.87	2.87	2.87	2.96	3.05	3.14

Impact on Monthly Bills – Inside Comm 10,000 Gallons Water and WW



Proposed Rate Plan Outside Commercial Small



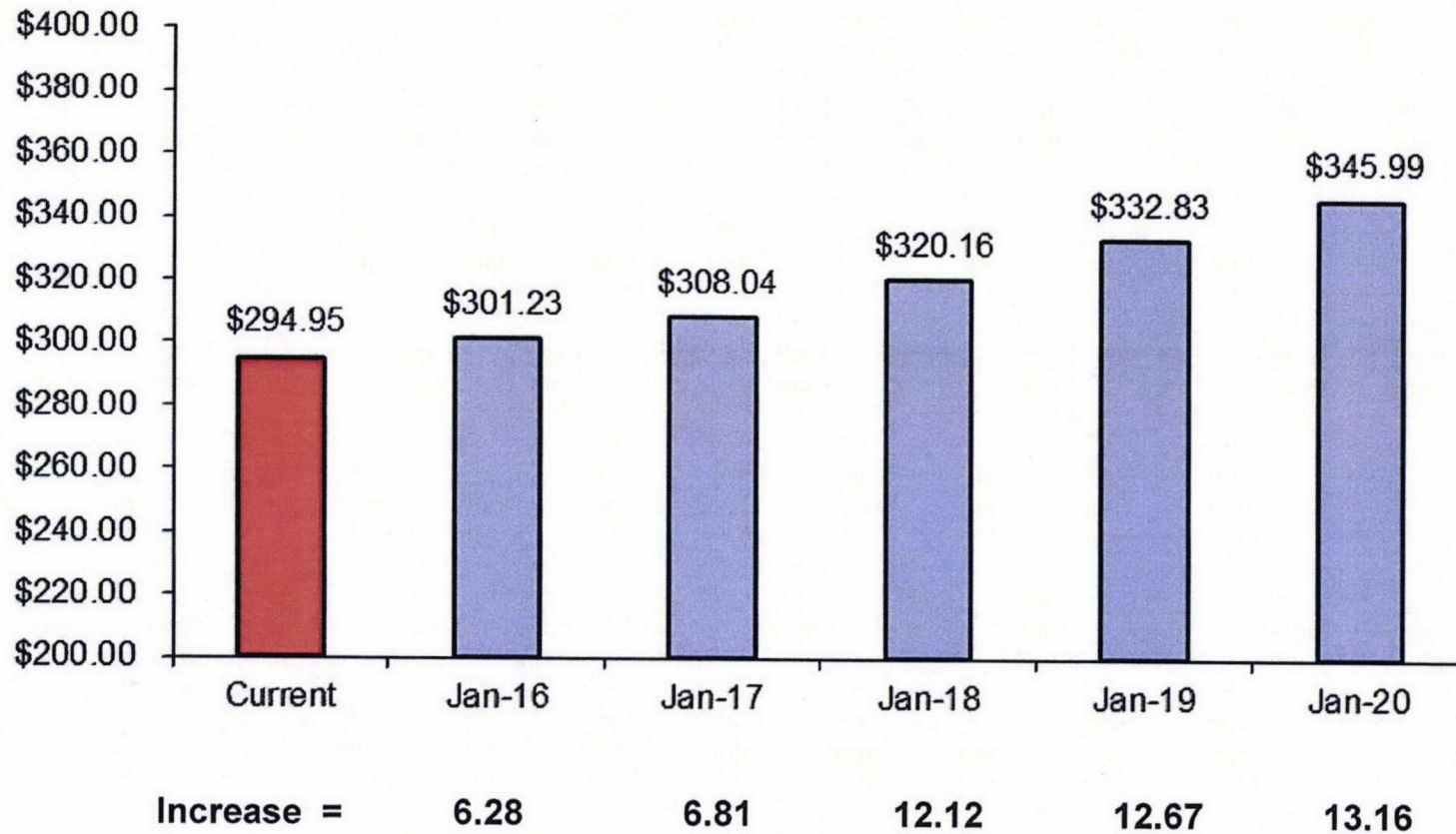
Alternative: 2015 10 23 -- Alternative 1

	Current	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20
Customer Charge	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
WATER -- Outside Commercial Small						
Minimum Charge (1st 3,000 Gal)	48.42	50.84	53.38	56.05	58.85	61.79
3,001 15,000	3.95	4.15	4.36	4.57	4.80	5.04
15,001 34,000	6.80	7.12	7.47	7.84	8.23	8.65
34,001 1,000,000	8.33	8.75	9.19	9.64	10.13	10.64
1,000,001 Above	10.85	11.39	11.97	12.57	13.20	13.86

WW -- Outside Commercial Small

Minimum Charge	99.74	99.73	99.73	102.73	105.81	108.97
3,001 Above	5.03	5.02	5.02	5.18	5.34	5.50

Impact on Monthly Bills – Outside Comm 10,000 Gallons Water and WW



A Note of Caution about Revising Rate Plans

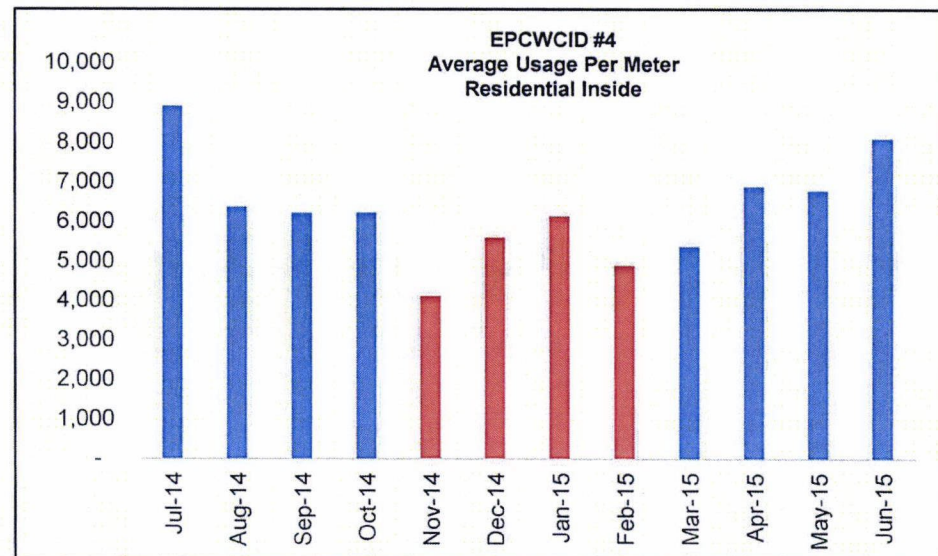


- ◆ Any time a utility alters its rate structure, it benefits some ratepayers and adversely impacts others
- ◆ The impact will vary for each ratepayer based on his or her individual pattern of usage
- ◆ Many ratepayers will experience either no increase or even a decrease under new rate structure
- ◆ Other ratepayers will be subjected to significant increases

Wastewater Winter Average Rate Design



- ◆ Most popular and common form of wastewater rate design
- ◆ Advantages: most closely tied to actual customer usage
- ◆ Disadvantages: more difficult to understand/administer; not as effective in warm weather climates

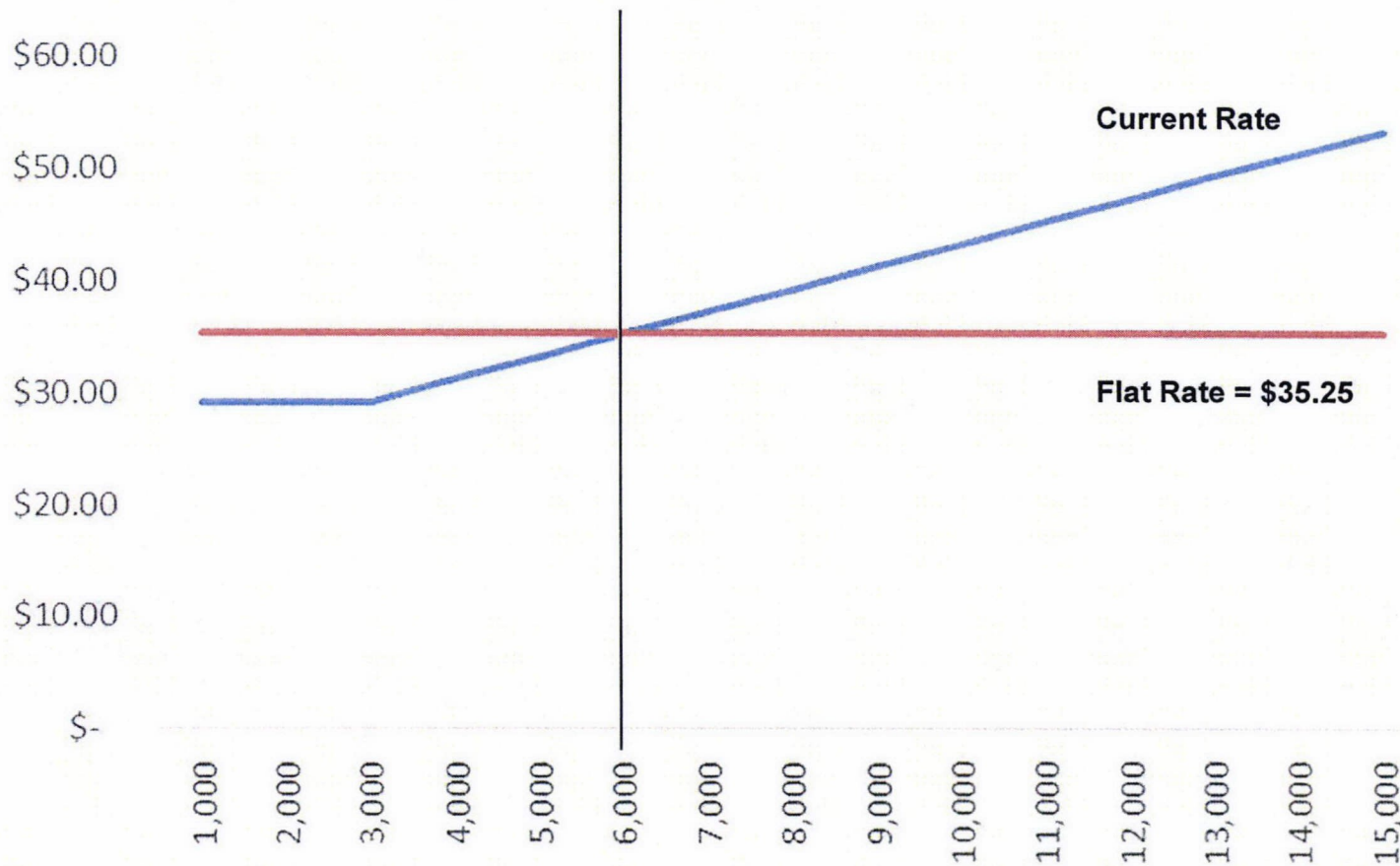


Wastewater Flat Rate Design



- ◆ Certain (usually smaller) cities charge a single flat rate monthly charge for wastewater service
- ◆ Advantage: easy to implement/explain, treats all customers the same
- ◆ Disadvantages: small user pays the same as a large user; would require increase on low volume wastewater customers

Wastewater Current Rate vs. Flat Rate Residential Inside

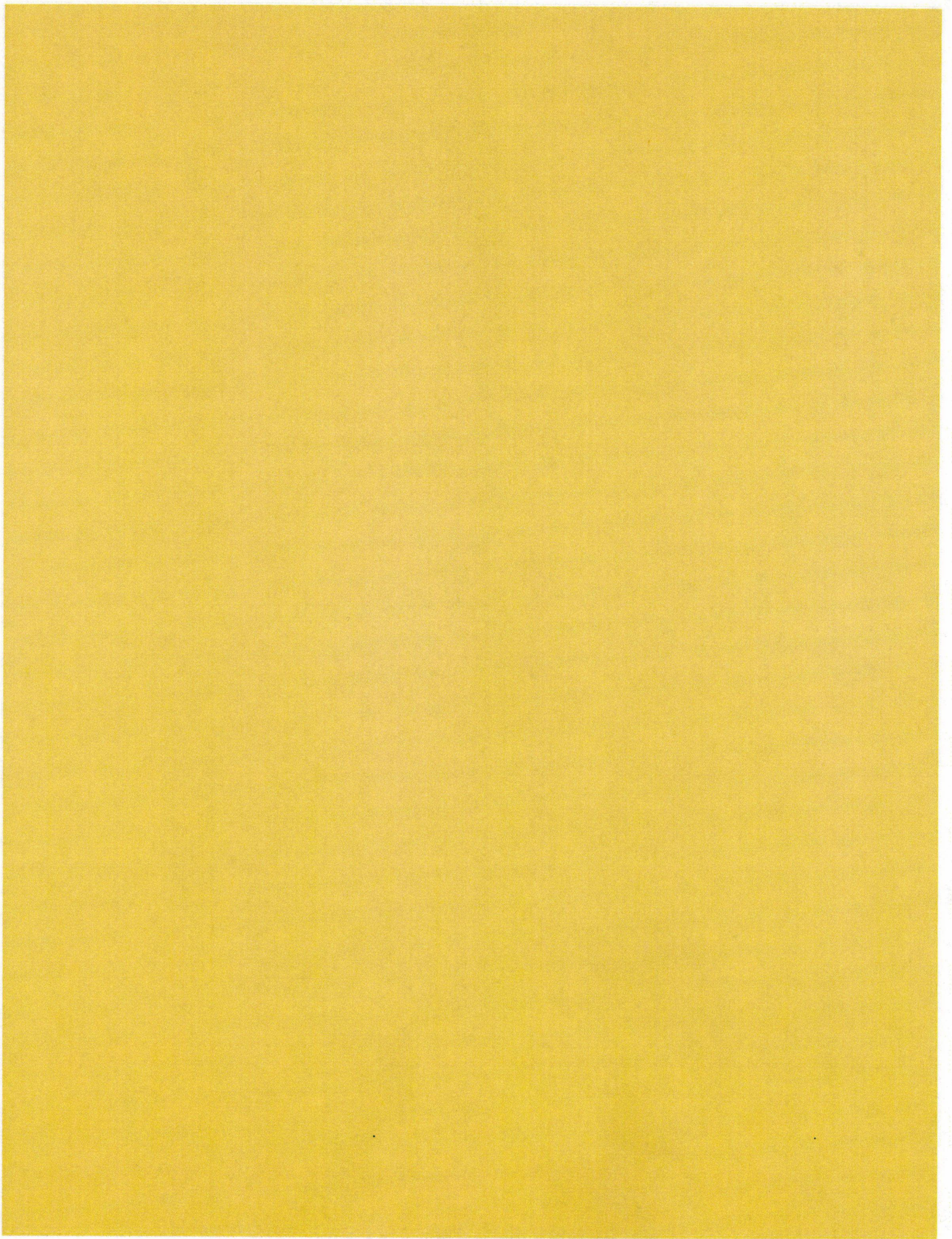


Summary

Why Must EPCWCID#4 Adjust Its Rates?



- u To pay operating expenses
- u To generate sufficient funds to repair and maintain the system
- u To ensure adequate level and quality of service
- u To meet environmental standards
- u To fund \$7,289,000 in Water and WW Improvement Projects



10 Year Forecast 2016 - 2025	EL PASO COUNTY WCID NO. 4 WATER/SEWER COST OF SERVICE MODEL										
Summary	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20	Effective Jan-21	Effective Jan-22	Effective Jan-23	Effective Jan-24	Effective Jan-25	Effective Jan-26

Rate Plan Summary

SCEN: 2015 11 17 -- Alternative 1

Water Rates

All Customers

Inside Monthly Adm. Fee (Customer Charge)	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50		
Outside Monthly Adm. Fee (Customer Charge)		2.50		2.50		2.50		2.50		2.50		2.50		2.50		2.50		2.50		2.50		2.50		2.50

Inside District

Inside Residential

Monthly Minimum Charge		18.32		19.24		20.20		21.21		22.27		23.38		24.32		25.29		26.30		26.83		27.37	
Volume Charge																							
3,001 15,000		1.84		1.93		2.03		2.13		2.24		2.35		2.44		2.54		2.64		2.69		2.74	
15,001 34,000		3.18		3.18		3.18		3.18		3.18		3.18		3.18		3.18		3.18		3.18		3.18	
34,001 1,000,000		3.88		3.88		3.88		3.88		3.88		3.88		3.88		3.88		3.88		3.88		3.88	
1,000,001 Above		5.06		5.06		5.06		5.06		5.06		5.06		5.06		5.06		5.06		5.06		5.06	

Inside Comm Small

Monthly Minimum Charge		27.67		29.05		30.50		32.03		33.63		35.31		36.72		38.19		39.72		40.51		41.32
Volume Charge																						
3,001 15,000		2.26		2.37		2.49		2.61		2.74		2.88		3.00		3.12		3.24		3.30		3.37
15,001 34,000		3.88		4.07		4.27		4.48		4.70		4.94		5.14		5.35		5.56		5.67		5.78
34,001 1,000,000		4.76		5.00		5.25		5.51		5.79		6.08		6.32		6.57		6.83		6.97		7.11
1,000,001 Above		6.20		6.51		6.84		7.18		7.54		7.92		8.24		8.57		8.91		9.09		9.27

Inside Comm Large

Monthly Minimum Charge		86.07		90.37		94.89		99.63		104.61		109.84		114.23		118.80		123.55		126.02		128.54
Volume Charge																						
3,001 15,000		2.16		2.27		2.38		2.50		2.63		2.76		2.87		2.98		3.10		3.16		3.22
15,001 34,000		3.71		3.90		4.10		4.31		4.53		4.76		4.95		5.15		5.36		5.47		5.58
34,001 1,000,000		4.54		4.77		5.01		5.26		5.52		5.80		6.03		6.27		6.52		6.65		6.78
1,000,001 Above		5.91		6.21		6.52		6.85		7.19		7.55		7.85		8.16		8.49		8.66		8.83

10 Year Forecast 2015 - 2025	EL PASO COUNTY WCID NO. 4 WATER/SEWER COST OF SERVICE MODEL										
Current	Effective Jan-16	Effective Jan-17	Effective Jan-18	Effective Jan-19	Effective Jan-20	Effective Jan-21	Effective Jan-22	Effective Jan-23	Effective Jan-24	Effective Jan-25	

Rate Plan Summary

SCEN: 2015 11 17 -- Alternative 1

Outside District

Outside Residential

Monthly Minimum Charge	32.06	33.67	35.35	37.12	38.97	40.92	42.56	44.26	46.03	46.95	47.90
Volume Charge											
3,001 15,000	3.22	3.38	3.55	3.73	3.92	4.11	4.27	4.45	4.62	4.71	4.80
15,001 34,000	5.56	5.85	6.14	6.46	6.77	7.11	7.39	7.68	8.00	8.16	8.31
34,001 1,000,000	6.80	7.12	7.47	7.84	8.23	8.65	9.00	9.36	9.73	9.92	10.12
1,000,001 Above	8.86	9.29	9.77	10.26	10.76	11.31	11.76	12.23	12.72	12.99	13.25

Outside Comm Small

Monthly Minimum Charge	48.42	50.84	53.38	56.05	58.85	61.79	64.26	66.83	69.51	70.89	72.31
Volume Charge											
3,001 15,000	3.95	4.15	4.36	4.57	4.80	5.04	5.25	5.46	5.67	5.78	5.90
15,001 34,000	6.80	7.12	7.47	7.84	8.23	8.65	9.00	9.36	9.73	9.92	10.12
34,001 1,000,000	8.33	8.75	9.19	9.64	10.13	10.64	11.06	11.50	11.95	12.20	12.44
1,000,001 Above	10.85	11.39	11.97	12.57	13.20	13.86	14.42	15.00	15.59	15.91	16.22

Outside Comm Large

Monthly Minimum Charge	150.63	158.15	166.06	174.35	183.07	192.22	199.90	207.90	216.21	220.54	224.95
Volume Charge											
3,001 15,000	3.78	3.97	4.17	4.38	4.60	4.83	5.02	5.22	5.43	5.53	5.64
15,001 34,000	6.49	6.83	7.18	7.54	7.93	8.33	8.66	9.01	9.38	9.57	9.77
34,001 1,000,000	7.95	8.35	8.77	9.21	9.66	10.15	10.55	10.97	11.41	11.64	11.87
1,000,001 Above	10.34	10.87	11.41	11.99	12.58	13.21	13.74	14.28	14.86	15.16	15.45

Industrial

Outside Non-Potable

Monthly Minimum Charge	-	-	-	-	-	-	-	-	-	-	-
Volume Charge											
- 15,000	3.51	3.69	3.87	4.06	4.26	4.47	4.65	4.84	5.03	5.13	5.23
15,001 34,000	3.51	3.69	3.87	4.06	4.26	4.47	4.65	4.84	5.03	5.13	5.23
34,001 1,000,000	3.51	3.69	3.87	4.06	4.26	4.47	4.65	4.84	5.03	5.13	5.23
1,000,001 Above	3.51	3.69	3.87	4.06	4.26	4.47	4.65	4.84	5.03	5.13	5.23

**EL PASO COUNTY WCID NO. 4
WATER/SEWER COST OF SERVICE MODEL**

Current 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

Forecast Summary

SCEN: 2015 11 17 – Alternative 1

1 WATER Rates – Residential Inside

Customer Charge	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50	\$	2.50
Minimum Charge (1st 3,000 gal)		18.32		19.24		20.20		21.21		22.27		23.38		24.32		25.29		26.30		26.83		27.37
Volume Charge																						
3,001 15,000		1.84		1.93		2.03		2.13		2.24		2.35		2.44		2.54		2.64		2.69		2.74
15,001 34,000		3.18		3.34		3.51		3.69		3.87		4.06		4.22		4.39		4.57		4.66		4.75
34,001 1,000,000		3.88		4.07		4.27		4.48		4.70		4.94		5.14		5.35		5.56		5.67		5.78
1,000,001 Above		5.06		5.31		5.58		5.86		6.15		6.46		6.72		6.99		7.27		7.42		7.57

2 WASTEWATER Rates – Residential

Minimum Charge (1st 3,000 gal)		29.20		29.20		29.20		30.08		30.98		31.91		32.87		33.86		34.88		35.58		36.29
Volume Charge		2.01		2.01		2.01		2.07		2.13		2.19		2.26		2.33		2.40		2.45		2.50
Gallons incl. in Minimum		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000		3,000

3 Residential Monthly Bills

5,000 Water, 5,000 WW Increase	\$	57.72	\$	58.82	\$	59.98	\$	62.19	\$	64.49	\$	66.87	\$	69.09	\$	71.39	\$	73.76	\$	75.19	\$	76.64
				1.10		1.16		2.21		2.30		2.38		2.22		2.30		2.37		1.43		1.45
10,000 Water, 10,000 WW Increase		76.97		78.52		80.18		83.19		86.34		89.57		92.59		95.74		98.96		100.89		102.84
				1.55		1.66		3.01		3.15		3.23		3.02		3.15		3.22		1.93		1.95
20,000 Water, 20,000 WW Increase		122.17		124.97		127.98		132.99		138.19		143.52		148.49		153.69		159.01		162.14		165.29
				2.80		3.01		5.01		5.20		5.33		4.97		5.20		5.32		3.13		3.15
30,000 Water, 30,000 WW Increase		174.07		178.47		183.18		190.59		198.19		206.02		213.29		220.89		228.71		233.24		237.79
				4.40		4.71		7.41		7.60		7.83		7.27		7.60		7.82		4.53		4.55

4 WATER Total Accounts

Total Accounts				2,350		2,360		2,370		2,380		2,390		2,400		2,410		2,420		2,430		2,440
New Accounts						10		10		10		10		10		10		10		10		10
Avg. Annual Growth Rate						0.43%		0.42%		0.42%		0.42%		0.42%		0.42%		0.41%		0.41%		0.41%

5 WATER Annual Consumed Volume

Total Volume		224,995,823		225,359,550		225,722,143		226,083,619		226,443,992		226,803,277		227,161,488		227,518,640		227,874,746		228,229,819
Growth in Volume				363,727		362,593		361,476		360,373		359,285		358,211		357,152		356,106		355,073
				0.16%		0.16%		0.16%		0.16%		0.16%		0.16%		0.16%		0.16%		0.16%

EL PASO COUNTY WCID NO. 4 WATER/SEWER COST OF SERVICE MODEL										
Current	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025

Forecast Summary
SCEN: 2015 11 17 – Alternative 1

6 System Revenues and Expenses

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Revenue										
Administrative Fee	\$ 70,500	\$ 70,800	\$ 71,100	\$ 71,400	\$ 71,700	\$ 72,000	\$ 72,300	\$ 72,600	\$ 72,900	\$ 73,200
Water Rate Revenue	1,054,458	1,110,526	1,169,240	1,231,362	1,296,348	1,352,680	1,410,680	1,470,957	1,506,542	1,540,604
Wastewater Rate Revenue	1,201,341	1,206,870	1,245,853	1,288,884	1,333,155	1,379,777	1,427,898	1,477,386	1,515,093	1,552,291
Non-Rate Revenue	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
Transition Assistance	-	-	-	-	-	-	-	-	-	-
Total Revenues	2,348,798	2,410,696	2,508,693	2,614,146	2,723,703	2,826,957	2,933,379	3,043,443	3,117,035	3,188,595
Cost of Service										
Operating	1,350,000	1,411,982	1,477,535	1,546,904	1,620,353	1,698,164	1,780,641	1,868,113	1,960,933	2,059,478
Operating Reserves	-	-	-	-	-	-	-	-	-	-
Capital Outlays	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Debt Service – P&I	582,641	581,929	582,089	582,075	686,932	871,325	872,792	872,002	873,039	872,817
Debt Service – Reserves	49,629	49,629	49,629	49,629	70,438	57,968	57,968	57,968	57,968	37,159
Additional Debt Coverage	-	-	-	-	-	-	-	-	-	-
Total Cost of Service	2,082,271	2,143,540	2,209,253	2,278,609	2,477,723	2,727,456	2,811,401	2,898,083	2,991,939	3,069,454
Net Revenues – Contingency	266,528	267,156	299,440	335,538	245,980	99,501	121,977	145,359	125,096	119,141
Percent of Revenues	11.3%	11.1%	11.9%	12.8%	9.0%	3.5%	4.2%	4.8%	4.0%	3.7%
Debt Coverage	1.71	1.72	1.77	1.83	1.61	1.30	1.32	1.35	1.32	1.29

EL PASO COUNTY WCID NO. 4										
WATER/SEWER COST OF SERVICE MODEL										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025

Revenue and Expense Summary
SCEN: 2015 11 17 – Alternative 1

1 WATER Revenues and Expenses

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Revenue										
Water Rate Revenue	\$ 1,124,958	\$ 1,181,326	\$ 1,240,340	\$ 1,302,762	\$ 1,368,048	\$ 1,424,680	\$ 1,482,980	\$ 1,543,557	\$ 1,579,442	\$ 1,613,804
Non-Rate Revenue	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400
Transition Assistance	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,140,358	1,196,726	1,255,740	1,318,162	1,383,448	1,440,080	1,498,380	1,558,957	1,594,842	1,629,204
Cost of Service										
Personnel	292,450	305,846	320,014	335,006	350,879	367,694	385,517	404,418	424,473	445,763
Operating	407,850	426,410	446,030	466,782	488,745	512,002	536,644	562,767	590,476	619,884
Operating Reserves	-	-	-	-	-	-	-	-	-	-
Total	700,300	732,256	766,043	801,788	839,624	879,696	922,161	967,185	1,014,949	1,065,647
Net Revenues Available for Debt Service and CO	440,058	464,470	489,697	516,374	543,824	560,384	576,219	591,771	579,893	563,558
Debt Service – Current	100,349	100,135	100,183	100,179	100,422	100,002	100,442	100,205	100,516	100,450
Debt Service – Future	297,776	297,776	297,776	297,776	422,629	373,000	373,000	373,000	373,000	352,191
Total	398,124	397,910	397,958	397,954	523,052	473,002	473,442	473,205	473,516	452,641
Net Revenues Available for Capital Outlays	41,933	66,560	91,739	118,420	20,773	87,382	102,777	118,566	106,377	110,917
Capital Outlays	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Additional Debt Coverage	-	-	-	-	-	-	-	-	-	-
Total	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total Cost of Service	1,148,424	1,180,166	1,214,002	1,249,742	1,412,675	1,402,698	1,445,603	1,490,390	1,538,465	1,568,287
Net Revenues – Contingency	\$ (8,067)	\$ 16,560	\$ 41,739	\$ 68,420	\$ (29,227)	\$ 37,382	\$ 52,777	\$ 68,566	\$ 56,377	\$ 60,917
Percent of Revenues	-0.7%	1.4%	3.3%	5.2%	-2.1%	2.6%	3.5%	4.4%	3.5%	3.7%
Debt Coverage	1.11	1.17	1.23	1.30	1.04	1.18	1.22	1.25	1.22	1.25

EL PASO COUNTY WCID NO. 4										
WATER/SEWER COST OF SERVICE MODEL										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025

Revenue and Expense Summary
SCEN: 2015 11 17 -- Alternative 1

2 WASTEWATER Revenues and Expenses

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Revenue										
Wastewater Rate Revenue	\$ 1,201,341	\$ 1,206,870	\$ 1,245,853	\$ 1,288,884	\$ 1,333,155	\$ 1,379,777	\$ 1,427,898	\$ 1,477,386	\$ 1,515,093	\$ 1,552,291
Non-Rate Revenue	7,100	7,100	7,100	7,100	7,100	7,100	7,100	7,100	7,100	7,100
Transition Assistance	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,208,441	1,213,970	1,252,953	1,295,984	1,340,255	1,386,877	1,434,998	1,484,486	1,522,193	1,559,391
Cost of Service										
Personnel	302,350	316,059	330,550	345,875	362,091	379,261	397,449	416,726	437,169	458,860
Operating	347,350	363,667	380,942	399,242	418,638	439,207	461,032	484,202	508,814	534,971
Operating Reserves	-	-	-	-	-	-	-	-	-	-
Total	649,700	679,726	711,492	745,116	780,729	818,467	858,480	900,928	945,984	993,832
Net Revenues Available for Debt Service and CO	558,741	534,244	541,461	550,868	559,526	568,410	576,518	583,558	576,210	565,560
Debt Service -- Current	234,147	233,648	233,760	233,750	234,319	233,338	234,365	233,812	234,538	234,383
Debt Service -- Future	-	-	-	-	-	222,953	222,953	222,953	222,953	222,953
Total	234,147	233,648	233,760	233,750	234,319	456,291	457,318	456,765	457,490	457,335
Net Revenues Available for Capital Outlays	324,594	300,597	307,701	317,118	325,207	112,119	119,200	126,793	118,719	108,224
Capital Outlays	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Additional Debt Coverage	-	-	-	-	-	-	-	-	-	-
Total	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total Cost of Service	933,847	963,374	995,251	1,028,866	1,065,048	1,324,758	1,365,798	1,407,693	1,453,474	1,501,167
Net Revenues -- Contingency	\$ 274,594	\$ 250,597	\$ 257,701	\$ 267,118	\$ 275,207	\$ 62,119	\$ 69,200	\$ 76,793	\$ 68,719	\$ 58,224
Percent of Revenues	22.7%	20.6%	20.6%	20.6%	20.5%	4.5%	4.8%	5.2%	4.5%	3.7%
Debt Coverage	2.39	2.29	2.32	2.36	2.39	1.25	1.26	1.28	1.26	1.24

EL PASO COUNTY WCID NO. 4										
WATER/SEWER COST OF SERVICE MODEL										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025

Revenue and Expense Summary
SCEN: 2015 11 17 -- Alternative 1

3 TOTAL Revenues and Expenses										
Unrestricted Fund Balance	\$ -	\$ 266,528	\$ 533,684	\$ 833,124	\$ 1,168,661	\$ 1,414,641	\$ 1,514,142	\$ 1,636,119	\$ 1,781,478	\$ 1,906,574
Total Revenue										
Total Rate Revenue	2,326,298	2,388,196	2,486,193	2,591,646	2,701,203	2,804,457	2,910,879	3,020,943	3,094,535	3,166,095
Non-Rate Revenue	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
Transition Assistance	-	-	-	-	-	-	-	-	-	-
Total Revenues	2,348,798	2,410,696	2,508,693	2,614,146	2,723,703	2,826,957	2,933,379	3,043,443	3,117,035	3,188,595
Cost of Service										
Personnel	594,800	621,905	650,563	680,880	712,970	746,955	782,966	821,144	861,642	904,623
Operating	755,200	790,077	826,972	866,024	907,383	951,209	997,676	1,046,969	1,099,291	1,154,855
Operating Reserves	-	-	-	-	-	-	-	-	-	-
Total	1,350,000	1,411,982	1,477,535	1,546,904	1,620,353	1,698,164	1,780,641	1,868,113	1,960,933	2,059,478
Net Revenues Available for Debt Service and CO	998,798	998,714	1,031,158	1,067,242	1,103,350	1,128,793	1,152,737	1,175,329	1,156,103	1,129,117
Debt Service -- Current	334,495	333,783	333,943	333,929	334,741	333,340	334,808	334,018	335,054	334,833
Debt Service -- Future	297,776	297,776	297,776	297,776	422,629	595,953	595,953	595,953	595,953	575,144
Total	632,271	631,558	631,718	631,704	757,370	929,293	930,760	929,970	931,006	909,976
Net Revenues Available for Capital Outlays	366,528	367,156	399,440	435,538	345,980	199,501	221,977	245,359	225,096	219,141
Capital Outlays	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Additional Debt Coverage	-	-	-	-	-	-	-	-	-	-
Total	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Total Cost of Service	2,082,271	2,143,540	2,209,253	2,278,609	2,477,723	2,727,456	2,811,401	2,898,083	2,991,939	3,069,454
Net Revenues -- Contingency	\$ 266,528	\$ 267,156	\$ 299,440	\$ 335,538	\$ 245,980	\$ 99,501	\$ 121,977	\$ 145,359	\$ 125,096	\$ 119,141
Percent of Revenues	11.3%	11.1%	11.9%	12.8%	9.0%	3.5%	4.2%	4.8%	4.0%	3.7%
Debt Coverage	1.58	1.58	1.63	1.69	1.46	1.21	1.24	1.26	1.24	1.24

ATTACHMENT J

EL PASO COUNTY WCDM4 BILLING AND USAGE REPORT - 2019

# Days in Billing Cycle	Water-In-District												2018 Totals	Water	
	35 Jan-18	28 Feb-18	22 Mar-18	28 Apr-18	31 May-18	32 Jun-18	30 Jul-18	23 Aug-18	28 Sep-18	30 Oct-18	22 Nov-18	23 Dec-18		In-District 12 mth average	In-District 12 mth average
Residential															
# of Users	1,837	1,832	1,833	1,940	1,940	1,939	1,843	1,942	1,945	1,947	1,947	1,835	22,280	1,840	
\$ Amount Billed	\$ 55,181.12	\$ 49,485.64	\$ 53,257.71	\$ 53,906.73	\$ 59,799.55	\$ 64,830.54	\$ 60,807.93	\$ 62,298.51	\$ 55,817.06	\$ 52,542.06	\$ 51,478.60	\$ 48,005.62	\$ 665,314.07	\$ 55,442.84	
Average \$ Billed per User	28.49	25.82	27.55	27.79	30.82	33.49	31.19	32.08	28.70	25.99	26.44	23.78	28.58	28.58	
# of Gallons Used	11,414,300	8,702,800	10,678,100	10,908,700	13,617,300	15,804,200	13,911,000	14,832,300	11,717,800	10,077,000	9,541,100	6,582,700	137,848,300	11,470,802	
Average # of Gallons per User	5,893	4,505	5,525	5,654	6,709	7,619	6,151	7,160	5,335	6,025	5,176	4,900	3,402	5,919	
	0.017%	0.022%	0.016%	0.016%	0.014%	0.012%	0.014%	0.013%	0.017%	0.019%	0.029%	0.029%			
Commercial Small															
# of Users	138	137	138	140	142	144	146	146	145	147	146	144	1,713	143	
\$ Amount Billed	\$ 7,309.91	\$ 8,063.27	\$ 8,494.38	\$ 8,340.84	\$ 7,434.31	\$ 7,800.40	\$ 7,924.60	\$ 8,363.11	\$ 6,939.62	\$ 6,778.49	\$ 6,136.82	\$ 5,474.46	\$ 83,079.21	\$ 83,079.21	
Average \$ Billed per User	52.97	44.40	47.06	45.29	52.35	54.17	54.28	57.28	47.85	45.11	42.03	38.02	48.50	48.50	
# of Gallons Used	1,052,305	814,326	906,377	884,764	1,180,283	1,222,826	1,224,111	1,348,506	985,484	950,218	785,436	570,585	11,914,973	8,988	
Average # of Gallons per User	7,625	5,844	6,482	6,320	8,171	8,490	8,384	9,223	6,845	6,484	5,380	3,962	6,988	6,988	
Commercial Large															
# of Users	30	29	29	29	29	29	28	29	28	29	29	29	348	29	
\$ Amount Billed	\$ 9,741.43	\$ 10,530.54	\$ 12,378.89	\$ 15,207.54	\$ 16,300.18	\$ 18,456.93	\$ 17,071.82	\$ 19,030.70	\$ 16,628.32	\$ 13,803.88	\$ 13,530.04	\$ 8,448.04	\$ 189,223.91	\$ 189,223.91	
Average \$ Billed per User	324.71	363.12	426.85	454.43	562.06	636.41	580.68	656.23	573.42	479.44	466.55	291.31	484.89	484.89	
# of Gallons Used	1,012,873	1,778,416	2,148,408	2,307,580	2,806,747	3,309,416	3,044,541	3,419,213	2,860,020	2,435,828	2,358,553	1,384,485	25,837,078	25,837,078	
Average # of Gallons per User	53,762	61,359	74,083	79,572	96,888	114,119	104,884	117,804	102,070	83,994	81,329	47,051	84,820	84,820	
Month Total # of Users	2,105	2,098	2,100	2,109	2,111	2,112	2,118	2,117	2,119	2,123	2,122	2,108	15,349	15,349	
Month Total \$ Amount Billed	\$ 12,232.48	\$ 84,102.45	\$ 72,130.78	\$ 73,455.11	\$ 83,534.04	\$ 91,186.97	\$ 85,604.15	\$ 89,882.32	\$ 79,388.00	\$ 73,224.43	\$ 71,144.48	\$ 59,928.14	\$ 917,821.19	\$ 917,821.19	
Month Total # of Gallons Used	14,079,478	11,296,542	13,735,883	14,181,044	17,874,310	20,336,242	18,178,852	19,398,021	15,873,274	13,463,044	12,685,089	8,517,770	179,200,348	179,200,348	
TWC Tax	\$ 381.16	\$ 330.51	\$ 360.85	\$ 367.28	\$ 417.87	\$ 455.93	\$ 428.02	\$ 448.48	\$ 386.93	\$ 306.12	\$ 355.72	\$ 280.64	\$ 4,088.11	\$ 4,088.11	
Sewer-In-District															
Residential															
# of Users	1,891	1,887	1,889	1,896	1,895	1,895	1,898	1,893	1,896	1,898	1,898	1,887	22,724	1,894	
\$ Amount Billed	\$ 70,123.75	\$ 64,999.82	\$ 68,509.04	\$ 69,047.63	\$ 73,938.89	\$ 78,391.95	\$ 74,724.10	\$ 78,056.94	\$ 70,587.34	\$ 67,774.70	\$ 65,889.91	\$ 61,735.53	\$ 842,789.52	\$ 70,232.46	
Average \$ Billed per User	37.08	34.45	36.27	36.42	39.00	41.37	39.37	40.18	37.23	35.71	34.25	32.72	37.00	37.00	
# of Gallons Used	11,203,200	8,528,500	10,431,300	10,857,200	13,190,100	15,334,700	13,501,700	14,182,400	11,396,800	9,839,900	9,368,100	6,458,200	134,092,900	11,174,408	
Average # of Gallons per User	5,924	4,520	5,522	5,621	6,957	8,092	7,114	7,492	6,011	5,184	4,938	3,423	5,901	5,901	
Commercial Small															
# of Users	125	124	125	126	128	128	130	130	129	131	130	126	1,534	129	
\$ Amount Billed	\$ 9,581.80	\$ 8,775.78	\$ 9,128.73	\$ 8,002.86	\$ 9,785.58	\$ 10,014.70	\$ 9,752.17	\$ 10,378.84	\$ 8,514.46	\$ 8,435.92	\$ 8,038.63	\$ 6,427.63	\$ 112,836.20	\$ 112,836.20	
Average \$ Billed per User	76.68	70.77	73.03	71.45	76.47	78.24	75.02	78.82	73.78	72.03	69.51	50.84	73.56	73.56	
# of Gallons Used	1,029,051	771,484	873,353	840,863	1,086,201	1,198,365	1,038,408	1,232,468	927,900	893,182	742,542	548,320	11,086,988	7,236	
Average # of Gallons per User	8,184	6,222	6,987	6,672	8,345	9,363	7,985	9,461	7,193	6,818	5,712	4,284	7,236	7,236	
Commercial Large															
# of Users	20	19	19	19	19	19	19	19	19	19	19	19	229	19	
\$ Amount Billed	\$ 12,229.07	\$ 12,056.43	\$ 12,359.87	\$ 12,817.28	\$ 13,836.98	\$ 15,113.72	\$ 13,972.82	\$ 14,865.48	\$ 14,719.87	\$ 13,343.82	\$ 13,735.06	\$ 11,202.63	\$ 160,071.23	\$ 160,071.23	
Average \$ Billed per User	611.45	634.55	650.52	676.07	728.26	795.46	735.41	783.45	774.68	702.31	722.90	589.61	698.00	698.00	
# of Gallons Used	1,338,886	1,433,372	1,532,810	1,617,652	2,018,746	2,439,096	2,083,765	2,363,983	2,308,701	1,854,348	1,983,350	1,152,614	22,125,157	22,125,157	
Average # of Gallons per User	67,443	75,441	80,664	85,150	106,250	126,312	109,619	124,420	121,511	97,597	104,387	60,659	96,618	96,618	
Month Total # of Users	2,036	2,030	2,033	2,041	2,043	2,042	2,047	2,042	2,044	2,048	2,047	2,034	24,487	24,487	
Month Total \$ Amount Billed	\$ 91,934.72	\$ 85,831.83	\$ 89,987.74	\$ 90,867.77	\$ 97,563.55	\$ 103,520.37	\$ 96,449.09	\$ 101,319.28	\$ 94,820.77	\$ 90,554.44	\$ 88,671.60	\$ 81,985.79	\$ 1,115,896.95	\$ 1,115,896.95	
Month Total # of Gallons Used	13,585,117	10,735,356	12,837,263	13,115,719	16,277,047	18,912,125	16,604,983	17,778,862	14,833,201	12,587,441	12,053,942	8,180,034	167,317,008	167,317,008	
TWC Tax	\$ 459.67	\$ 429.16	\$ 449.88	\$ 453.34	\$ 497.82	\$ 517.60	\$ 492.25	\$ 506.80	\$ 474.10	\$ 452.77	\$ 448.38	\$ 408.83	\$ 5,878.48	\$ 5,878.48	

EL PASO COUNTY WCDM BILLING AND USAGE REPORT - 2018

# Days in Billing Cycle	Water-Only District												2018 Totals	Water Out of District 12 inch average
	30 Jan-18	28 Feb-18	31 Mar-18	28 Apr-18	31 May-18	31 Jun-18	30 Jul-18	31 Aug-18	28 Sep-18	30 Oct-18	31 Nov-18	23 Dec-18		
# of Users	226	226	232	235	237	236	238	235	234	234	231	231	2,798	233
\$ Amount Billed	\$ 10,735.22	\$ 9,834.14	\$ 10,271.19	\$ 10,481.93	\$ 11,464.27	\$ 12,371.45	\$ 11,463.22	\$ 11,173.00	\$ 10,432.27	\$ 9,896.83	\$ 9,927.33	\$ 9,017.13	\$ 129,967.88	\$ 10,572.33
Average \$ Billed per User	\$ 47.08	\$ 42.28	\$ 44.27	\$ 44.60	\$ 48.37	\$ 52.42	\$ 48.16	\$ 47.54	\$ 44.58	\$ 42.29	\$ 42.98	\$ 38.94	\$ 45.23	\$ 45.33
# of Gallons Used	1,148,900	853,800	1,035,600	1,078,200	1,308,800	1,547,000	1,300,000	1,281,700	1,054,400	928,100	936,900	608,100	13,091,400	1,080,800
Average # of Gallons per User	5,039	3,744	4,454	4,588	5,523	6,555	5,462	5,454	4,549	3,986	4,056	2,632	4,677	4,877
# of Users	18	18	17	17	17	14	14	14	15	15	15	15	186	18
\$ Amount Billed	\$ 1,408.89	\$ 1,021.87	\$ 1,090.71	\$ 1,002.74	\$ 1,149.24	\$ 1,002.74	\$ 1,024.89	\$ 1,044.44	\$ 953.80	\$ 894.36	\$ 1,172.22	\$ 802.78	\$ 12,677.58	\$ 1,277.58
Average \$ Billed per User	\$ 78.28	\$ 56.78	\$ 64.80	\$ 58.98	\$ 67.60	\$ 71.82	\$ 73.21	\$ 74.80	\$ 63.59	\$ 59.62	\$ 78.15	\$ 80.19	\$ 67.08	\$ 67.08
# of Gallons Used	113,500	56,400	77,500	57,900	83,200	90,800	94,100	95,800	77,700	64,200	64,100	60,900	988,300	98,300
Average # of Gallons per User	6,306	3,133	4,558	3,408	4,894	6,493	6,721	6,843	5,180	4,280	4,273	4,060	5,112	5,112
# of Users	13	13	12	11	11	11	11	11	11	11	14	13	142	13
\$ Amount Billed	\$ 21,073.72	\$ 14,489.27	\$ 24,065.18	\$ 25,096.88	\$ 26,358.79	\$ 31,550.58	\$ 29,688.75	\$ 30,587.96	\$ 21,887.91	\$ 20,350.55	\$ 14,565.01	\$ 10,042.22	\$ 272,534.82	\$ 272,534.82
Average \$ Billed per User	\$ 1,621.06	\$ 1,113.02	\$ 2,005.43	\$ 2,281.53	\$ 2,388.90	\$ 2,868.23	\$ 2,688.98	\$ 2,780.72	\$ 1,971.63	\$ 1,850.05	\$ 1,040.36	\$ 772.48	\$ 1,919.26	\$ 1,919.26
# of Gallons Used	2,181,392	1,483,864	2,418,487	2,542,613	2,958,882	3,175,466	3,015,819	3,122,284	2,262,327	2,115,838	1,482,730	989,537	27,708,808	27,708,808
Average # of Gallons per User	167,799	112,995	201,539	231,147	268,972	288,678	274,147	283,842	205,656	192,331	105,906	74,580	195,131	195,131
# of Users	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ Amount Billed	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Average \$ Billed per User	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
# of Gallons Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Average # of Gallons per User	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Month Total # of Users	259	259	281	263	265	281	263	260	280	260	280	259	3,130	3,130
Month Total \$ Amount Billed	\$ 33,217.83	\$ 25,125.08	\$ 35,436.06	\$ 36,581.65	\$ 41,970.30	\$ 44,924.77	\$ 42,176.88	\$ 42,805.40	\$ 33,073.98	\$ 31,141.74	\$ 25,864.56	\$ 19,962.13	\$ 412,080.38	\$ 412,080.38
Month Total # of Gallons Used	3,443,792	2,373,864	3,531,567	3,678,713	4,350,792	4,813,368	4,400,719	4,499,764	3,404,427	3,107,938	2,513,730	1,638,537	41,784,209	41,784,209
TWC Tax	\$ 18.61	\$ 12.56	\$ 17.72	\$ 18.28	\$ 20.98	\$ 22.46	\$ 21.09	\$ 21.40	\$ 16.54	\$ 15.57	\$ 12.83	\$ 9.98	\$ 208.04	\$ 208.04

# Days in Billing Cycle	Sewer-Only District												2018 Totals	Water Out of District 12 inch average
	30 Jan-18	28 Feb-18	31 Mar-18	28 Apr-18	31 May-18	31 Jun-18	30 Jul-18	31 Aug-18	28 Sep-18	30 Oct-18	31 Nov-18	23 Dec-18		
# of Users	184	184	188	189	190	190	191	189	187	187	184	185	2,248	187
\$ Amount Billed	\$ 11,718.58	\$ 10,773.22	\$ 11,329.30	\$ 11,317.71	\$ 12,018.55	\$ 12,860.57	\$ 12,020.55	\$ 11,837.50	\$ 11,292.75	\$ 10,941.72	\$ 10,918.40	\$ 10,038.85	\$ 137,183.88	\$ 11,430.31
Average \$ Billed per User	\$ 63.69	\$ 58.55	\$ 60.26	\$ 59.88	\$ 63.25	\$ 67.69	\$ 62.93	\$ 63.18	\$ 57.89	\$ 54.51	\$ 58.34	\$ 54.25	\$ 61.02	\$ 61.02
# of Gallons Used	1,048,300	781,800	811,200	800,300	1,105,400	1,343,800	1,100,300	1,109,700	914,300	828,400	832,500	535,700	11,418,800	951,875
Average # of Gallons per User	5,694	4,248	4,847	4,811	5,818	7,073	6,781	6,871	4,886	4,430	4,524	2,896	5,080	5,080
# of Users	3	3	3	3	3	2	2	2	2	2	2	2	28	3
\$ Amount Billed	\$ 453.91	\$ 439.41	\$ 442.52	\$ 436.30	\$ 424.90	\$ 230.84	\$ 218.93	\$ 227.21	\$ 221.00	\$ 207.01	\$ 218.41	\$ 210.64	\$ 3,731.06	\$ 3,731.06
Average \$ Billed per User	\$ 151.30	\$ 146.47	\$ 147.51	\$ 145.43	\$ 141.63	\$ 115.42	\$ 109.47	\$ 113.81	\$ 110.50	\$ 103.51	\$ 109.21	\$ 105.32	\$ 128.86	\$ 128.86
# of Gallons Used	13,200	9,700	11,500	10,000	8,700	10,600	8,800	10,200	9,000	8,200	8,500	5,100	108,800	108,800
Average # of Gallons per User	4,400	3,233	3,833	3,333	2,900	5,450	4,300	5,100	4,500	2,800	3,250	2,550	3,745	3,745
# of Users	2	2	2	2	2	2	2	2	2	2	4	3	27	3
\$ Amount Billed	\$ 2,457.25	\$ 2,285.20	\$ 2,381.36	\$ 2,475.80	\$ 2,490.78	\$ 2,342.17	\$ 2,021.30	\$ 2,483.46	\$ 2,485.75	\$ 2,581.28	\$ 2,308.92	\$ 2,391.22	\$ 28,775.50	\$ 28,775.50
Average \$ Billed per User	\$ 1,228.63	\$ 1,142.60	\$ 1,190.68	\$ 1,237.90	\$ 1,245.40	\$ 1,171.09	\$ 1,010.65	\$ 1,241.73	\$ 1,242.88	\$ 1,290.64	\$ 599.98	\$ 797.07	\$ 1,068.78	\$ 1,068.78
# of Gallons Used	185,304	182,963	181,038	188,789	201,807	173,671	113,357	200,228	200,859	214,856	180,021	167,265	2,188,758	2,188,758
Average # of Gallons per User	97,652	81,482	90,519	99,395	100,804	88,838	50,679	100,114	100,330	107,428	45,005	55,755	81,102	81,102
Month Total # of Users	189	189	193	194	195	194	195	193	191	191	190	190	2,304	2,304
Month Total \$ Amount Billed	\$ 14,829.72	\$ 13,497.83	\$ 14,153.18	\$ 14,228.81	\$ 14,832.24	\$ 15,433.58	\$ 14,260.78	\$ 14,848.17	\$ 13,999.50	\$ 13,710.01	\$ 13,538.71	\$ 12,638.71	\$ 169,870.28	\$ 169,870.28
Month Total # of Gallons Used	1,254,804	854,583	1,103,738	1,118,088	1,315,707	1,528,471	1,222,257	1,320,128	1,123,959	1,048,458	1,019,021	708,965	13,717,258	13,717,258
TWC Tax	\$ 73.15	\$ 67.46	\$ 70.77	\$ 71.15	\$ 74.08	\$ 77.17	\$ 71.30	\$ 73.24	\$ 70.00	\$ 68.55	\$ 67.86	\$ 63.18	\$ 848.35	\$ 848.35

EL PASO COUNTY WCIDM BILLING AND USAGE REPORT - 2019

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 Totals	average
Month Total # of Water Users	2,384	2,357	2,361	2,372	2,378	2,373	2,381	2,377	2,378	2,383	2,382	2,387	28,473	2373
Month Total # of Sewer Users	2,225	2,219	2,228	2,235	2,230	2,238	2,242	2,235	2,235	2,230	2,237	2,224	26,791	2233
Month Total \$ Water Billed	\$ 105,450.38	\$ 91,227.53	\$ 107,598.84	\$ 110,028.88	\$ 126,804.34	\$ 136,111.84	\$ 127,781.01	\$ 132,487.72	\$ 112,459.08	\$ 104,386.17	\$ 96,808.02	\$ 78,880.27	\$ 1,328,702	
Month Total \$ Sewer Billed	\$ 106,584.44	\$ 99,329.88	\$ 104,160.82	\$ 104,887.58	\$ 112,485.79	\$ 118,853.95	\$ 112,709.87	\$ 115,887.45	\$ 108,820.27	\$ 104,264.43	\$ 103,208.33	\$ 84,004.50	\$ 1,285,387	
Total # of Gallons Used - Water	17,523,270	13,870,408	17,287,430	17,838,757	22,025,102	25,148,808	22,589,371	23,897,785	18,077,701	18,570,982	15,198,818	10,158,307	220,868,868	
Total # of Gallons Used - Sewer	14,837,821	11,687,818	13,941,001	14,233,804	17,592,754	20,440,586	17,827,130	19,098,980	15,757,180	13,836,367	13,115,013	8,868,099	181,034,264	
Month Total TWC Tax - Water	\$ 527.25	\$ 458.14	\$ 537.83	\$ 550.18	\$ 627.52	\$ 680.58	\$ 638.81	\$ 682.48	\$ 562.30	\$ 521.83	\$ 484.05	\$ 309.45	\$ 6,648.81	
Month Total TWC Tax - Sewer	\$ 532.82	\$ 486.85	\$ 520.75	\$ 524.48	\$ 562.48	\$ 584.77	\$ 583.55	\$ 578.84	\$ 544.10	\$ 521.32	\$ 518.04	\$ 470.02	\$ 6,428.84	
Grand Totals Water & Sewer Billing	\$ 212,014.83	\$ 180,557.18	\$ 211,717.76	\$ 214,834.24	\$ 238,000.13	\$ 255,065.59	\$ 240,490.88	\$ 248,465.17	\$ 221,280.25	\$ 208,630.82	\$ 200,017.35	\$ 173,884.77		

ATTACHMENT K



EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

P.O. BOX 3880
(915) 764-2212

117 E. MAIN ST.
FAX (915) 764-4840

FABENS, TX 79838-3880

2019 BUDGET

2019 Budget Adopted December 18, 2018

<u>REVENUES</u>	2019 BUDGET AMOUNT
SERVICE REVENUE - Water	1,321,800.00
SERVICE REVENUE - Sewer	1,364,500.00
APPLICATION/SURVEY FEE	7,000.00
SERVICE CHARGE-Water	110,000.00
SERVICE CHARGE-Sewer	17,000.00
RETURNED CHECK CHARGES	300.00
WATER TAP FEES	10,000.00
RECONNECT FEES - Water	12,600.00
SEWER TAP FEES	10,000.00
INTEREST ON TEMPORARY INVEST.	100.00
INTEREST ON CHECKING	1,000.00
<u>TOTAL REVENUES</u>	2,854,300.00
<u>GROSS PROFIT</u>	2,854,300.00



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2019 BUDGET (continued)

EXPENSES

2019 BUDGET AMOUNT

GROUP INS - Water	79,000.00
TRUCKS/FUEL- Water	7,300.00
TRUCK MAINT-Water	5,000.00
HEAVY EQUIP MAINT - Water	10,400.00
HEAVY EQUIP FUEL - Water	2,000.00
MAINTENANCE - Water	69,700.00
CHEMICALS - Water	73,000.00
POWER - Water	74,900.00
INSURANCE - Water	16,000.00
INSURANCE AUTO - Water	3,000.00
INSURANCE-W/C Water	13,000.00
PERMITS - Water	5,000.00
ROAD CUT/DAMAGE -Water	11,200.00
RENTAL - Water	5,000.00
GROUP INS - Sewer	79,000.00
TRUCKS/FUEL - Sewer	7,300.00
TRUCK MAINT - Sewer	5,000.00
HEAVY EQUIP MAINT - Sewer	6,500.00
HEAVY EQUIP FUEL - Sewer	2,100.00
MAINTENANCE - Sewer	100,000.00
CHEMICALS - Sewer	6,000.00
POWER - Sewer	70,000.00
INSURANCE - Sewer	16,000.00
INSURANCE AUTO - Sewer	3,000.00
INSURANCE-W/C Sewer	8,000.00
PERMITS - Sewer	3,000.00
ROAD CUT/DAMAGE-Sewer	8,000.00
RENTAL - Sewer	1,500.00
DIRECTOR'S FEES	-
UNIFORMS	10,100.00
MAINTENANCE - Office/Warehouse	15,000.00



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FABENS, TX 79838-3880

2018 BUDGET (continued)

EXPENSES

2019 BUDGET AMOUNT

UTILITIES - Office	7,000.00
TAX COLLECTION/TAX FEES	2,100.00
LEGAL & PROFESSIONAL FEE WATER	208,000.00
LEGAL & PROFESSIONAL FEE SEWER	6,200.00
LEGAL / BONDS	34,000.00
OFFICE SUPPLIES	10,000.00
COMPUTER SOFTWARE	8,000.00
COMPUTER HARDWARE/SUPPLIES	2,100.00
COMPUTER TECH SUPPORT	15,000.00
COMPUTER SUPPLIES	2,000.00
RENTAL - Office	4,200.00
CAP LEASE - COPIER	8,000.00
LAND LEASE	1,000.00
BILLING EXPENSE	22,900.00
TELEPHONE	15,600.00
CONTRACT LABOR	-
ADVERTISING/BIDS	1,000.00
EDUCATION/CERTIFICATION	8,000.00
TRAVEL	5,000.00
OTHER	500.00
DUES AND PUBLICATIONS	5,000.00
BANK FEES	9,000.00
WAGES	600,200.00
PAYROLL TAX - FICA	38,700.00
PAYROLL TAX - MCARE	8,900.00
PAYROLL TAX - TWC/SUTA	3,500.00
MAINSTAY EPPER	23,900.00
<u>TOTAL EXPENSES</u>	1,764,800.00
<u>NET INCOME</u>	1,089,500.00

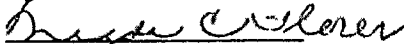


EL PASO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4

P.O. BOX 3880 117 E. MAIN ST. FABENS, TX 79838-3880
(915) 764-2212 FAX (915) 764-4840

Signature page for the El Paso County Water Control Improvement District No. 4
2019 Budget.

Approved this 18th day of December, 2018.


Magda C. Flores
Board President