

Memorandum

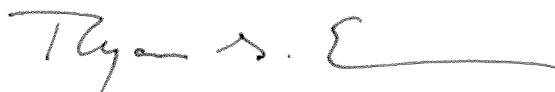


DATE May 7, 2010

TO Members of the Budget, Finance & Audit Committee:
Chair Jerry Allen, Vice-Chair Ann Margolin, Vonciel Jones Hill, Delia Jasso, Ron Natinsky, David Neumann

SUBJECT Dallas Water Utilities: Memorandum of Agreement with Wholesale Treated Water Customers

Attached is the Dallas Water Utilities Memorandum of Agreement with Wholesale Treated Water Customers to be presented by the Water Utilities Department at the May 10, 2010 meeting of the Budget, Finance & Audit Committee.



Ryan S. Evans
First Assistant City Manager

Attachment

c: Mary K. Suhm, City Manager
Thomas P. Perkins, City Attorney
Deborah Watkins, City Secretary
Craig Kinton, City Auditor
Jill A. Jordan, P.E., Assistant City Manager
Forest E. Turner, Assistant City Manager
A.C. Gonzalez, Assistant City Manager
Jeanne Chipperfield, Chief Financial Officer
Judge C. Victor Lander, Administrative Judge
Helena Stevens-Thompson, Assistant to the City Manager
Jo M. Puckett, P.E., Director, Dallas Water Utilities

Dallas Water Utilities Memorandum of Agreement with Wholesale Treated Water Customers

Budget, Finance, and Audit Committee

May 10, 2010





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Purpose of the Briefing

- Provide background and an update on the negotiations for revision to the settlement known as the Memorandum of Agreement (MOA)
- Seek City Council Committee support to authorize a Memorandum of Agreement with wholesale treated water customers to define wholesale water rate-setting methodology (Item # 47 May 12 Agenda)

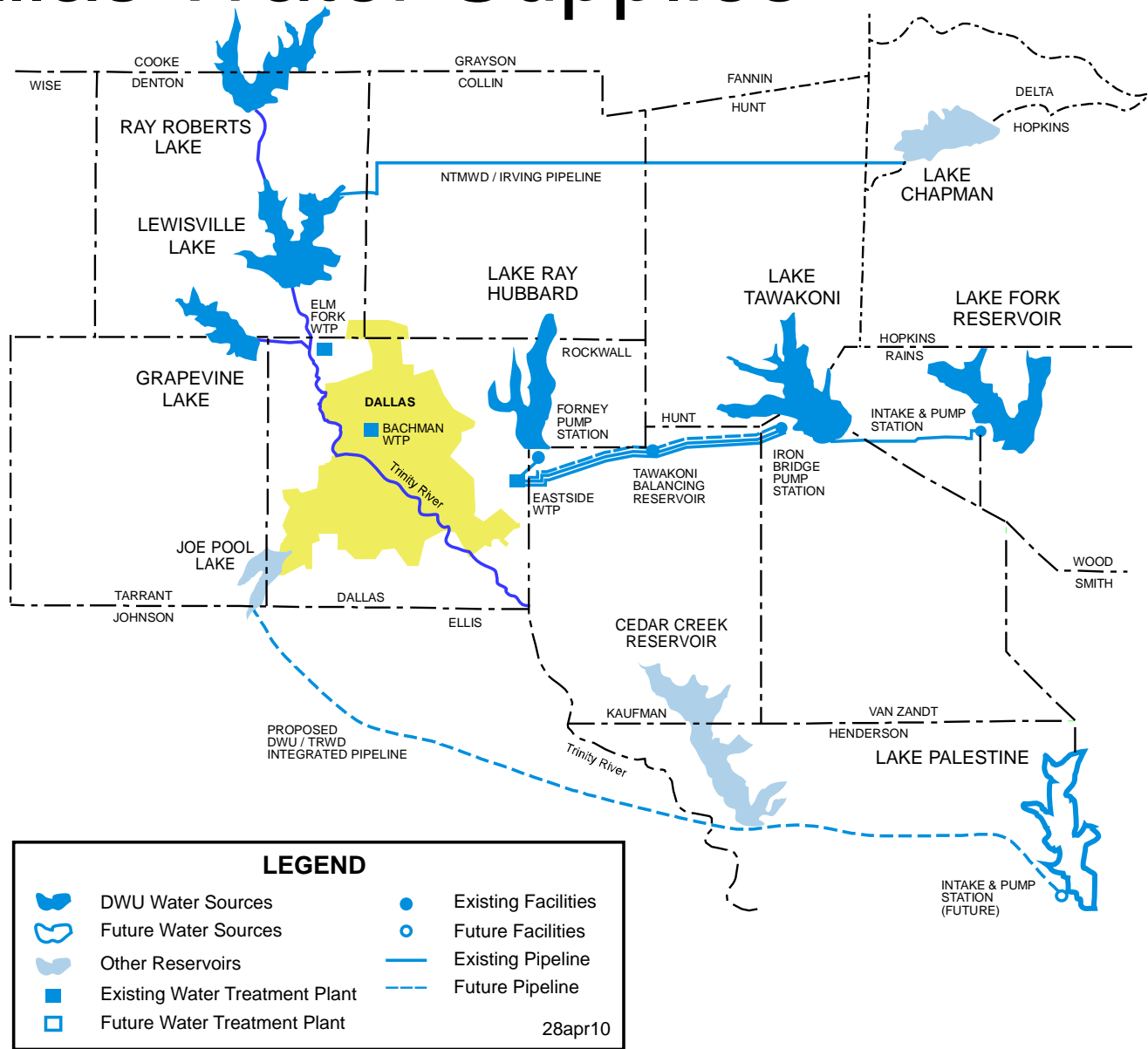


Background

Dallas: A Regional Supplier for Over 75 Years

- Under the Texas Constitution and State law, all surface water is **owned** by the State of Texas
- The City of Dallas is a steward of the State's water
- A decision was made in the 1950's to become a regional utility
 - A major feature of the 1959 long range water supply study, which projected needs until the year 2000, was the inclusion of the water requirements of other cities within Dallas County
- Customer cities continued to be added and supplied by Dallas through the drought of the 1950s because of the commitment Dallas made in the acquisition of its water rights

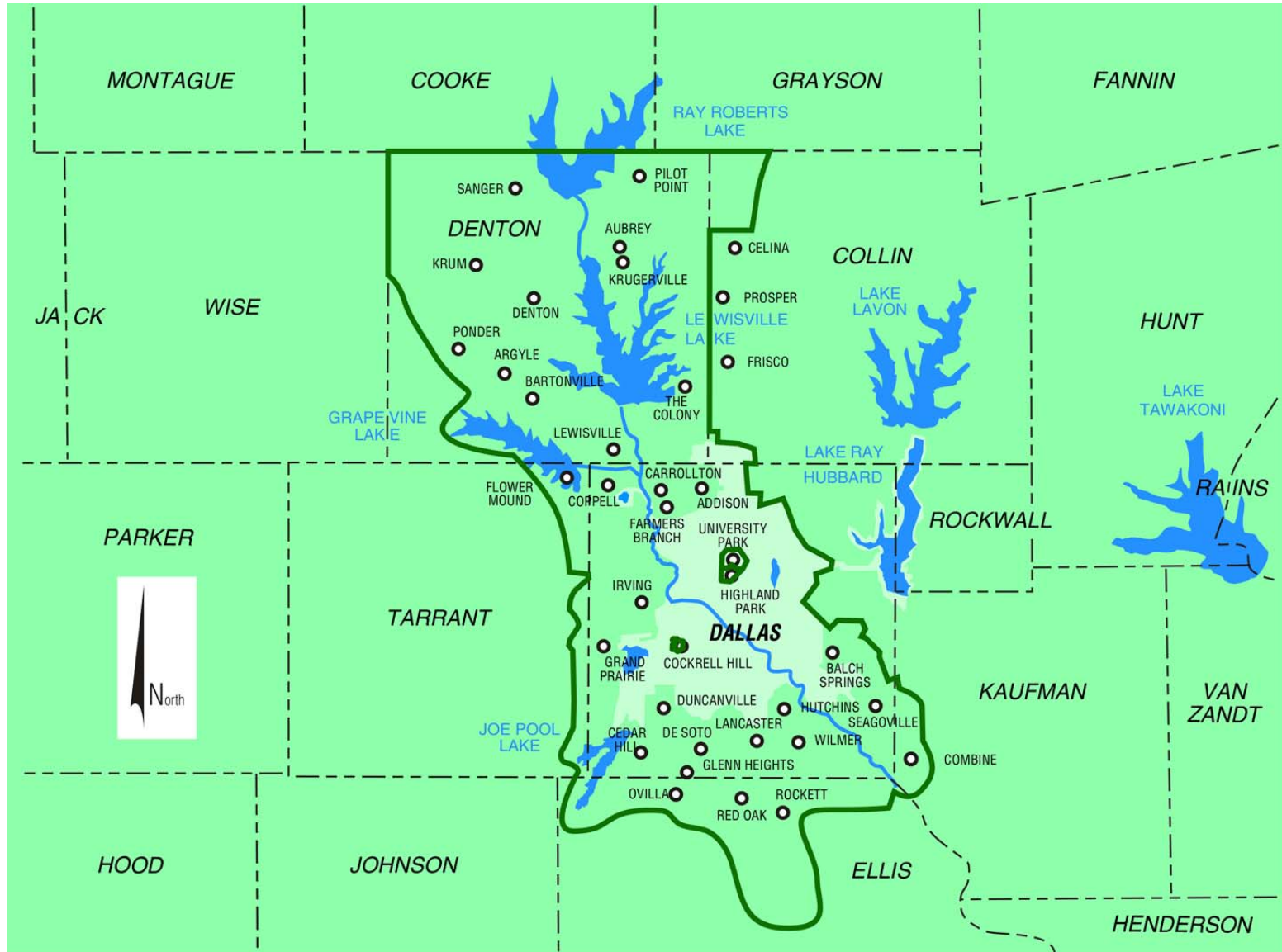
Dallas Water Supplies



Benefits of Being a Regional Utility

- Dallas has been granted extensive water rights by the State in return for its promise to serve a defined area approved by Council and included in the State water plan which includes customer cities
- Dallas currently serves a population of 2.3 million including 980,000 wholesale treated water customers
- Being a regional utility enabled Dallas to control its water rights and manage its own water supply
- Dallas shares costs with its customer cities based on terms identified in the treated water MOA

City of Dallas Service Area



Dallas' Wholesale Customers

- Dallas currently has contracts with 32 wholesale entities for treated water, untreated water or wastewater services
- Customer Cities-Water/Wastewater Contracts
 - 30-year term contracts
 - Memorandum of Agreement is attached to all treated water contracts
 - Annual cost of service studies determine rates based on MOA
 - Includes requirement that customer cities implement water restrictions along with Dallas residents when necessary due to water shortages
- Wholesale Treated Water Customers currently represent approximately 23% of water sales
- Wholesale Revenues for the prior five years are summarized below:

	FY05	FY06	FY07	FY08	FY09
Revenues	\$66.4M	\$74.4M	\$72.3M	\$73.5M	\$72.8M



Wholesale Rate Negotiation Approach

Memorandum of Agreement (MOA)

- The MOA was a negotiated rate-method settlement of lawsuits which ended a long-running dispute between Dallas and its wholesale customer cities
- The 30-year MOA was originally signed by customer cities in December 1979
 - It was subsequently signed by Grand Prairie in 1982 and Farmers Branch in 1990
 - The MOA expired in December 2009
- The MOA spells out the rate-setting methodology for determining wholesale treated water rates for customer cities
- The MOA uses a modified utility method with 3 components:
 - Operating expense
 - Depreciation expense
 - Return on investment
- The MOA has resulted in Dallas and customer cities sharing the costs of new water resources and infrastructure

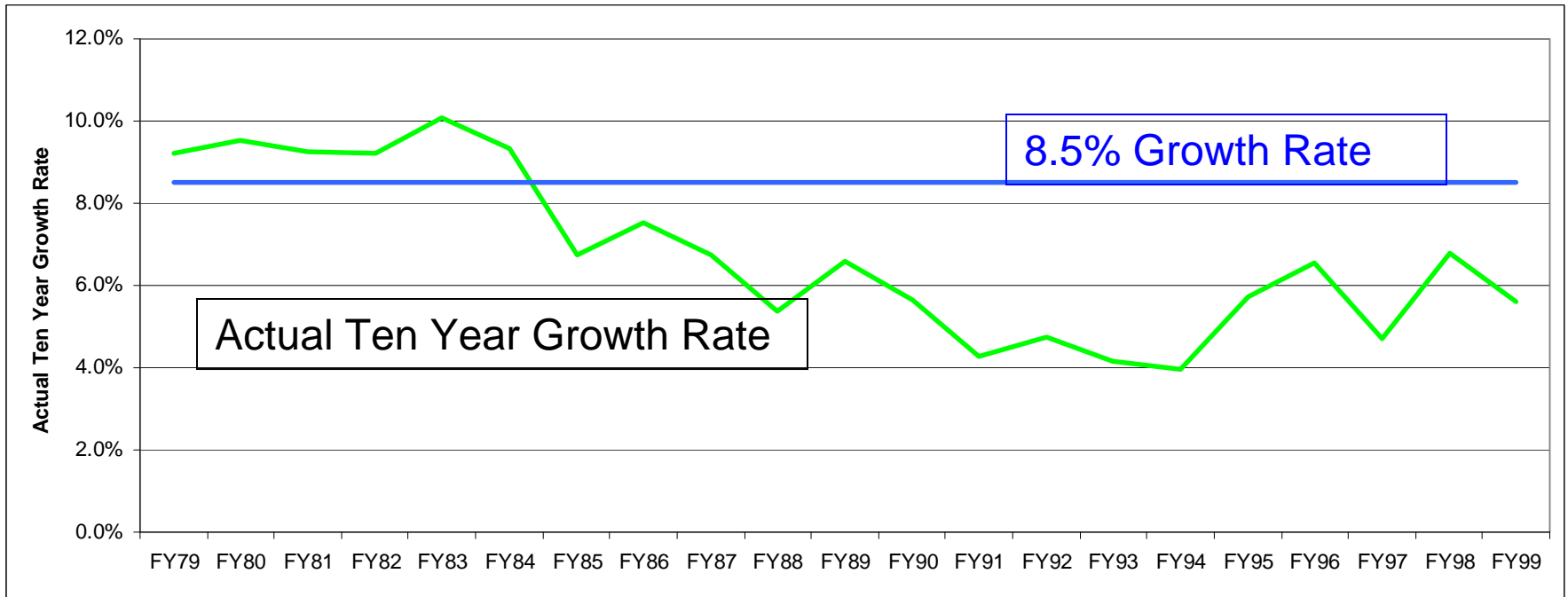
Goals for Negotiation Process

- Approach on regional cooperation is emphasized
 - Recognizes the benefit of regional cooperation
 - Partnering with Tarrant Regional Water District to connect Lake Palestine
- Use a consensus-based approach in negotiation
- Reach agreement on a method for determining wholesale rates that:
 - Allows for full cost recovery plus a fair return on investment
 - Provides for more timely recovery of incurred costs
 - Is fair and reasonable to all customers

How We Moved Forward

- Since December of 2008, Dallas and its wholesale customers have worked diligently to negotiate and reach consensus on a new MOA for wholesale treated water rate-setting methodology
- Reviewed existing MOA section by section
 - Dallas and customer cities worked together to revise MOA document
 - Reached consensus early on for all items except how to allocate reservoir costs
 - All costs associated with reservoirs are allocated to customer cities based on a ten year future use assumption using 8.5% growth rate

Current Methodology for TW Wholesale Customers Ten Year Future Use Actual Growth Rate Comparisons



Wholesale Treated Water Growth Rate

- Previous forecast methodology was based on projected use and population looking ten years forward
 - Original future use assumption forecasted a growth rate of 8.5%
- Actual system growth rates for customer cities during this 30 year period were
 - From 1979 to 1989 the growth rate was 6.6%
 - From 1989 to 1999 the growth rate was 5.0%
- Proposed MOA bases growth on historical usage and will be updated annually
 - New methodology relies on highly correlated statistical data versus long range population projections
 - New methodology produces a growth rate of approximately 4.5%
 - Comparing the two methods using the 2009 cost study results in a slight decrease of \$364,000 or 0.6%

Negotiation Results and Changes

- The proposed MOA:
 - Retains the modified utility basis for cost determination
 - Retains construction work in progress in revenue requirements
 - Retains rate of return calculation which is embedded interest rate plus 1.5 percent
 - Updates the reservoir allocation calculations to better match current growth patterns
 - Adds conservation into MOA document
- Agreed to review and revise the asset depreciation schedules
- Maintained fair, reasonable process for Dallas and customer cities
- Maintained a consensus based approach on proposed changes

Next Steps

- Ask Council Committee support to approve the proposed MOA on May 12, 2010
- Customer cities will provide MOA to their governing bodies for approval
- Approved MOA will then be attached to the existing wholesale contracts and will be used to establish rates effective October 1, 2010

Summary

Economic growth is based on water, its availability and the City of Dallas' ability to form successful partnerships

- City of Dallas is a regional water utility
- Regional cooperation is essential for the region's economic well-being



APPENDIX

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WHOLESALE CONTRACTS WITH GOVERNMENTAL ENTITIES ADMINISTERED BY DALLAS WATER UTILITIES

WHOLESALE CUSTOMER	TYPE OF SERVICE	RES. NO.	TERM		
			YEARS	DATE	
				START	EXPIRE
Addison	Treated Water	820108	30	1/6/1982	1/6/2012
Carrollton	Treated Water	832172	30	6/29/1983	6/29/2013
Cedar Hill	Treated Water	842075	30	9/26/1984	9/26/2014
Cockrell Hill	Treated Water	840734	30	2/22/1984	2/22/2014
The Colony	Treated Water	803028	30	11/5/1980	11/5/2010
Coppell	Treated Water	873715	30	11/18/1987	11/18/2017
Dallas County WCID #6	Treated Water	852932	30	9/11/1985	9/11/2015
D/FW International Airport	Treated Water	853442	30	10/23/1985	10/23/2015
DeSoto	Treated Water	832759	30	8/24/1983	8/24/2013
Duncanville	Treated Water	843716	30	12/20/1984	12/20/2014
Ellis County WCID #1	Treated Water	32174	30	8/13/2003	8/13/2033
Farmers Branch	Treated Water	902301	20	8/1/1990	8/1/2010
Flower Mound	Treated Water	870284	30	1/21/1987	1/21/2017
Glenn Heights	Treated Water	920669	30	2/12/1992	2/12/2022
Grand Prairie	Treated Water	820107	30	1/6/1982	1/6/2012
Hutchins	Treated Water	821176	30	3/31/1982	3/31/2012
Irving	Treated Water	972545	30	6/30/2003	6/30/2033
Lancaster	Treated Water	813226	30	11/11/1981	11/11/2011
Lewisville	Treated Water	861713	30	6/4/1986	6/4/2016
Ovilla	Treated Water	53559	30	12/14/2005	12/14/2035
Red Oak	Treated Water	32174	30	8/13/2003	8/13/2033
Combine WSC	Treated Water	53558	30	12/14/2005	12/14/2035
Seagoville	Treated Water	830439	30	2/2/1983	2/2/2013
Irving	Treatment Services	972545	30	6/30/2003	6/30/2033

WHOLESALE CONTRACTS WITH GOVERNMENTAL ENTITIES ADMINISTERED BY DALLAS WATER UTILITIES

WHOLESALE CUSTOMER	TYPE OF SERVICE	RES. NO.	TERM		
			YEARS	DATE	
				START	EXPIRE
Denton	Untreated Water	852375	30	8/7/1985	8/7/2015
Grapevine	Untreated Water	001880	30	6/14/2000	6/14/2030
Lewisville	Untreated Water	863930	30	12/17/1986	12/17/2016
UTRWD	Untreated Water	920670	30	2/12/1992	2/12/2022
Addison	Wastewater	841060	30	3/21/1984	3/21/2014
Cockrell Hill	Wastewater	840734	30	2/22/1984	2/22/2014
Dallas County WCID #6	Wastewater	840315	30	1/18/1984	1/18/2014
Duncanville	Wastewater	841670	30	7/27/1984	7/27/2014
Highland Park	Wastewater	840735	30	2/22/1984	2/22/2014
Hutchins	Wastewater	840731	30	2/22/1984	2/22/2014
Mesquite	Wastewater	841062	21	3/21/1984	7/14/2036
Richardson	Wastewater	840397	20	1/25/1984	8/20/2037
Seagoville	Wastewater	031696	30	6/11/2003	6/11/2033
University Park	Wastewater	840732	30	2/22/1984	2/22/2014
Wilmer	Wastewater	841061	30	3/21/1984	3/21/2014

EXHIBIT A

MEMORANDUM OF AGREEMENT

1. Purpose: The purpose of this agreement is to settle current rate disputes, and to provide a basis for determining rates in the future.
2. Water System Policy: Dallas operates a water system to provide safe and reliable water supply, adequate for the current water use and future growth of Dallas and customer cities, and to avoid any substantial subsidization of any class of customers by any other class of customers.
3. Responsibilities:
 - a. Dallas is responsible for planning, financing, constructing and operating the water supply system to the extent permitted by available water revenues, for developing cost of service information to support rate changes, and for informing customer cities of changes and financial data.
 - b. Customer cities are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements, for planning and managing their system to promote water conservation and efficient system operation, and for paying rates adequate to cover costs incurred in providing service to them.

4. Rate Setting Principles (for wholesale treated water)

- a. Revenue requirements are to be determined on utility basis, at original cost.
- b. Dallas is to receive a rate of return on rate base equal to embedded interest rate plus 1.5%, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.
- c. All existing and future reservoirs and associated facilities are to be included in common rate base. Customer cities as a class, shall pay their proportionate share of costs for reservoir storage, including that portion held for future use. Initially, customer cities shall cover 26% of total reservoir costs. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with periodic cost of service studies. (Dallas pays the balance.) Allocation of other costs is to be based on current use.
- d. There will be a two part rate (volume and demand), with allocation of costs in rate design to encourage efficient operation of water system.
- e. At the end of ten years, and each ten years thereafter, the City of Dallas or a majority of customer cities who are a party to this agreement may request a review of the above rate setting principles; and if so, the principles shall be subject to renegotiation.

5. Initial Rates and Rate Base Allocations: The initial rates accepted under this agreement are:

Rate of Flow Controller Cities - 10.42¢/1000 gal
and \$36,793/mgd

Flat Rate Cities - 43.04¢/1000 gal

Initial Rate Base Allocations shall be as follows:

Reservoirs	25.7%
Raw Water Transmission	19.4%
Purification Facilities	19.4%
Treated Water Transmission	19.4%
Distribution	2.3%
Other/Administration	14.4%

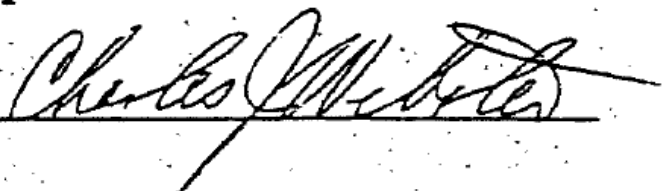
Dallas will prepare a cost of service study to support these rates and allocations, and will submit it to the customer cities to review and accept prior to submission to the Texas Water Commission.

6. Term: The term of this agreement is thirty years, and such additional periods as the parties may agree upon.
7. Approved changes: Changes in the rate setting principles or other conditions may be made by mutual agreement of all parties at any time. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party.
8. Individual contracts for wholesale water service between Dallas and customer cities will be consistent with this Memorandum of Agreement. Dallas and customer cities will honor their existing water service contracts.

9. Individual Interest in Reservoir the City of Dallas will negotiate with such customer cities that desire to purchase an individual interest in the present Dallas reservoir system. This offer to negotiate shall not extend past 9/1/82.
10. Execution of this agreement by the undersigned indicate that such individuals will recommend to their respective city councils or governing boards settlement of the rate controversy on the basis set forth herein.

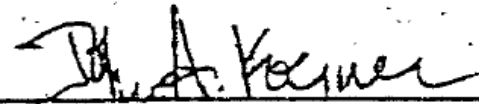
City of Addison

By:



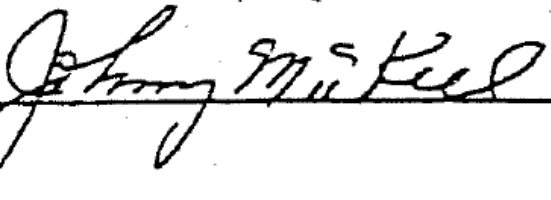
City of Balch Springs

By:



Water Control and Improvement
District No. 6

By:



City of Farmers Branch

By:

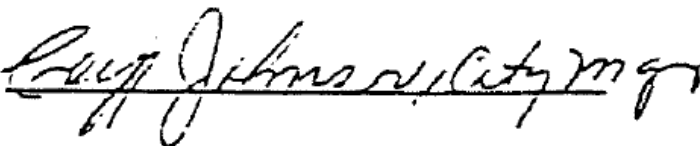
Flower Mound Municipal
Utility District #1

By:



City of Grand Prairie

By:



City of Carrollton

By:

Donna Miller

City of Cedar Hill

By:

W. W. Coak

City of Cockrell Hill

By:

A. O. Sab

City of Coppell

By:

Jama R. Johnson

City of Hutchins

By:

Don Johnson

City of Irving

By:

Jade D. Huffman

City of Lancaster

By:

John R. Marshall City Mgr

City of Richardson

By:

Bob Bunchey

City of DeSoto

By: Donna Talley

As approved by Resolution 79-53 attached hereto.

City of Duncanville

By: Mrs. Harrison

City of Seagoville

By: David B. Couch

City of Dallas

By: [Signature]
By: [Signature]
By: [Signature]

5445B/dld

Effective Date: The above Memorandum of Agreement was approved by the governing body of the parties executing same. The rates provided for therein were implemented by an ordinance passed by the Dallas City Council on December 12, 1979 and the complaints of all customers executing such agreement were dismissed by the Texas Water Commission on December 17, 1979. Such agreement therefore became effective on December 17, 1979.

**PROPOSED
Memorandum of Agreement (MOA)
for
Wholesale Treated Water**

Preamble: The 1979 MOA settled a rate dispute lawsuit between Dallas and its Wholesale Treated Water Customers regarding the wholesale treated water rate-setting methodology (“rate-setting methodology”), and as such has served the rate-setting methodology process well over the past 30 years. This amended agreement recognizes that changes to the rate-setting methodology have occurred over this timeframe, and incorporates consensus changes between Dallas and its Wholesale Treated Water Customers, and as such will serve to govern the rate-setting methodology for the next 30 years.

1. Purpose: Dallas is a regional water provider currently providing treated water service to Wholesale Treated Water Customers located within Dallas’ established service area in North Central Texas. The purpose of this agreement is to establish the rate-setting methodology and formalize the mutual expectations of Dallas and its Wholesale Treated Water Customers with respect to rate-setting methodology. This rate-setting methodology will provide the basis for determining wholesale treated water rates after its effective date.
2. Applicability: This agreement is subject to all applicable orders, laws and regulations of the City of Dallas, State of Texas and the United States. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party and renegotiation by Dallas and its Wholesale Treated Water Customers.
3. Water System Policy: Dallas operates a water system to provide a regulatory compliant, safe and reliable water supply, adequate for the current water use and future growth of Dallas and its Wholesale Treated Water Customers, and to avoid subsidization of any class of customers.
4. Definitions: A glossary which defines applicable cost of service terms is located in Appendix A of this MOA. Cost of service terms may be added, or the definition of an existing term amended, from time to time, without the necessity of amending this MOA. Additions and amendments will be reflected in the appendices attached to the annual cost of service studies.
5. Responsibilities:
 - a. Dallas is responsible for planning, financing, constructing, operating and maintaining the water supply system to the extent permitted by available water revenues, for developing cost of service information to support wholesale rate changes, and for informing Wholesale Treated Water Customers of wholesale rate changes and other pertinent utility information.

- b. Wholesale Treated Water Customers are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements for planning, managing and maintaining their retail systems to promote water conservation and efficient system operation, and for paying adequate rates to Dallas to cover the costs incurred by Dallas in providing service to them.

6. Rate-Setting Methodology for Wholesale Treated Water:

- a. Revenue requirements are to be determined on a utility basis, at original cost, including construction work in progress.
- b. Dallas is to receive a rate of return on rate base equal to embedded interest rate on water revenue bonds, commercial paper and other debt instruments plus 1.5 percent, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.
- c. All existing and future water supplies and associated facilities are to be included in a common water rate base. Wholesale Treated Water Customers, as a class, shall pay their proportionate share of costs for water supply, including that portion held for future use. For the 2010 cost of service study, wholesale treated water customers shall be allocated a percentage of total reservoir costs based on a 10-year future use percentage calculated using a 24-year linear regression. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with the cost of service studies. (Dallas will pay the balance of water supply costs which are not allocated to Wholesale Treated Water Customers under the cost of service allocation.) Allocation of costs other than water supply costs, including but not limited to operations and maintenance costs, shall be based on current use.
- d. Direct reuse of treated wastewater effluent is an Inside Dallas only cost and will be allocated to Inside Dallas customers only. Indirect reuse of treated wastewater effluent for lake augmentation will be included as a cost and as a benefit common-to-all.
- e. There will be a two part wholesale treated water rate (volume and demand), with allocation of costs in rate design so as to encourage conservation and efficient operation of the water systems of Dallas and its Wholesale Treated Water Customers.
- f. At the end of ten years from the Effective Date of the MOA, and each ten years thereafter, the City of Dallas or a majority of the Wholesale Treated Water Customers who are parties to this agreement may request a review of the above rate-setting methodology; and if so, the methodology shall be subject to renegotiation.

7. Wholesale Treated Water Rates: After the effective date of this MOA, Dallas will prepare a cost of service study to support wholesale treated water rates and allocations, and will submit it to the Wholesale Treated Water Customers to review and accept prior to submission to the Dallas City Council. Except as noted herein, the cost of service rate-setting principles will adhere to the 2009 cost of service study, including changes that have been identified and implemented since that date.
8. Effective Date: This MOA is effective as of December 17, 2009.
9. Term: The term of this MOA is thirty (30) years from its effective date, or until December 16, 2039, and for such additional periods as the parties may mutually agree upon.
10. Approved changes: Changes in the rate-setting methodology or other conditions may be made by mutual agreement of all parties at any time.
11. Individual contracts: This MOA is considered a replacement of and supersedes the 1979 MOA and shall automatically be incorporated and become a part of all existing wholesale treated water contracts without any further action or approval on the part of the City or of the Wholesale Treated Water Customers. Rate-setting methodology for individual contracts for wholesale treated water service between Dallas and its Wholesale Treated Water Customers will be consistent with this MOA. Dallas and its Wholesale Treated Water Customers will honor their existing water service contracts until such time as the contracts are amended or superseded by a new contract. Contracts for new Wholesale Treated Water Customers will be consistent with this MOA.
12. Recognition of MOA Participants: The MOA renegotiation process took place over many months during 2009 and 2010 and involved a number of meetings to discuss possible changes, revisions, and alternatives to the existing MOA. To that end, the City of Dallas would like to thank the individuals listed below for their outstanding input and contributions in the MOA update and renegotiation process, without whose help this revised document would not have been possible. Participants are listed in attached Appendix B.
13. Authorization to Act: By their signatures below, the representatives of Dallas and the Wholesale Treated Water Customers state that they are authorized to enter into this MOA. Dallas and the Wholesale Treated Water Customers will each provide documentation that this MOA has been authorized by its respective governing body.
14. Counterparts: This MOA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED as of the ____ day of _____, 2010, on behalf of Dallas by its City Manager, duly authorized by Resolution No. _____, adopted on the ____ day of _____, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

APPENDIX A GLOSSARY OF TERMS

Allocation - The apportioning of the common-to-all cost of service.

Common-To-All - Facilities, and their associated cost, that are dedicated to providing treated water service to both Dallas and Wholesale Treated Water Customers.

Construction Work in Progress (CWIP) - The utility's investment in facilities under construction but not yet dedicated to service.

Demand Costs - Costs associated with providing facilities to meet peak rates of use, or demand, placed on the system by the customers.

Depreciation - The wearing out or loss in service value of property used in utility operations.

Depreciation Rate - The rate of loss in service value, based on the expected service life of property.

Depreciation Reserve - The accumulated amount of the loss in service value of property.

Direct Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for non-drinking water purposes within the boundaries of the City of Dallas.

Embedded Interest Rate - Annual interest expense expressed as a percentage of average debt.

Indirect Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for raw water supply augmentation purposes.

Inside Dallas - The group of retail treated water service customers, comprised of residential, commercial and industrial customers served by Dallas Water Utilities.

Interest Expense - Payment made for the use of borrowed funds.

Materials & Supplies – Assets in inventory which are required to meet current obligations and service responsibilities of the utility.

Maximum Day Demand - The maximum demand placed on the system over a 24-hour period.

Maximum Hour Demand - The maximum demand placed on the system over a 60-minute period on the system's maximum day.

MGD - Million gallons per day flow rate.

Operating Expenses - Operation and maintenance charges incurred in operating a utility.

**APPENDIX A
GLOSSARY OF TERMS
(PAGE 2 OF 2)**

Original Cost - The amount of investment in facilities when first put into service.

Rate Base - Total investment dedicated to providing utility service.

Rate of Return - The percentage of return authorized to be earned on an investment (e.g. a rate base).

Reservoir Capacity - The amount of water available from a reservoir.

Reservoir Costs - Costs incurred in acquiring and maintaining an untreated water supply system.

ROFC - Rate of flow controller. A device limiting instantaneous flow rate to a specific amount. Instantaneous flow rate for rate setting purposes is a per day setting.

Standby Service - Connection to wholesale treated water customer which is not normally used, excluding bypass lines which are required by Dallas Water Utilities as a part of an active metering facility.

Test Period (or Test Year) - Selected to be representative of the period of time over which the new rates are expected to be in effect.

Treated Water - Raw water that has passed the purification process.

Unaccounted for Water - Water produced but not billed to customers that result from metering inaccuracies, system leakage, and miscellaneous unmetered uses.

Volume Costs - Costs that tend to vary directly with the amount of water produced and sold.

Water Supplies and Associated Facilities – Dallas' water supply system, including, but not limited to, all reservoirs, indirect reuse water, and all system infrastructure.

Wholesale Cost of Service - The sum total of: (1) operating expense, (2) depreciation expense, and (3) return on investment. Depreciation expense and rate of return are on the original cost of investment less accumulated depreciation, capitalized interest and contributed capital.

Wholesale Treated Water Customers – The group of water customers of the City of Dallas which currently have a wholesale treated water contract with Dallas.

Working Capital - Assets (funds) which are required to meet current obligations and service responsibilities of the utility.

APPENDIX B
MOA WORKING GROUP

Addison:	Randy Moravec Lauren Clark
Carrollton:	Bob Scott Lori Iwanicki David Gaines
Cedar Hill:	Ruth Antebi-Guten
The Colony:	Tod Maurina
Coppell:	Chad Beach Kim Tiehen
Dallas Fort Worth Airport:	Jerry Dennis
Dallas County W.C.&I.D. #6:	Dave Ramon Robert Rodriquez Red Taylor William Freeman
Denton:	Tim Fisher
DeSoto:	Isom Cameron Tom Johnson
Duncanville:	Frank Trando Richard Summerlin Dennis Schwartz
Farmers Branch:	Charles Cox Mark Pavageaux
Flower Mound:	Chuck Springer Kenneth Parr
Glenn Heights:	Judy Bell
Grand Prairie:	Ron McCuller Doug Cuny
Grapevine:	Ramana Chinnakotla Kent Conkle
Irving:	Aimee Kaslik David Cardenas

Lewisville:

Carole Bassinger

Red Oak:

Charles Brewer

Richardson:

Kent Pfeil
Keith Dagen

University Park:

Kent Austin

Upper Trinity Regional Water District:

Tom Taylor
Larry Patterson

Dallas:

Jo M. (Jody) Puckett
Bobby Praytor
Charles Stringer
Terry Lowery
Denis Qualls
Jacqueline Culton
Tonia Barrix
Melissa Paschall-Thompson
Erica Robinson
Maria Salazar