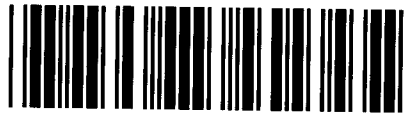




Control Number: 43366



Item Number: 1

Addendum StartPage: 0

House Bill (HB) 1600 and Senate Bill (SB) 567 83<sup>rd</sup>  
Legislature, Regular Session, transferred the functions  
relating to the economic regulation of water and sewer  
utilities from the TCEQ to the PUC effective  
September 1, 2014.



43366  
**APPLICATION TO OBTAIN OR AMEND A  
WATER/SEWER CERTIFICATE OF  
CONVENIENCE AND NECESSITY (CCN)**

\*CN# CN600656136

\*RN# RN101389617

\*If known (See Instructions)

RECEIVED  
2014 SEP 29 AM 11:06  
PUBLIC UTILITY COMMISSION  
FILING CLERK

**PURPOSE OF THIS APPLICATION**

☒ OBTAIN ☒ New Water CCN ☐ New Sewer CCN

☐ AMEND ☐ Water CCN# (s) \_\_\_\_\_

☐ AMEND ☐ Sewer CCN#(s) \_\_\_\_\_

RECEIVED  
MAR 17 2014

UTILITIES & DISTRICTS  
SECTION

**1. APPLICANT INFORMATION**

Utility Name City of Primera

Utility Address (City/ST/ZIP/Code) 22893 Stuart Place Road/Primera/Texas/78552

Utility Phone Number and Fax (956) 423-9654

Contact Person: Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant manager, or other title related to the applicant.

Name Raul E. Garcia, P.E., R.P.L.S.

Title City Engineer

Street Address (City/ST/ZIP/Code) 116 N. 12th/Edinburg/Texas/78541

Telephone and Fax (956) 381-1061 (956) 381-1280 Fax

E-Mail Address regaassoc@aol.com

County (ies) in which service is proposed: Please list below:

Cameron County

- A. Check the appropriate box and provide information regarding the legal status of the applicant:

- ☐ Investor owned utility    ☐ Individual    ☐ Partnership
- ☐ Home or Property Owners Association    ☐ For-profit corporation
- ☐ Non-profit, member-owned, member-controlled cooperative corporation  
(Water Code Chapter 67, Water Supply or Sewer Service Corporation)
- ☒ Municipality    ☐ District    ☐ Other Please Explain:

City of Primera, Texas

- B. If the applicant is a For-Profit business or corporation, please include the following information:
- i. Provide a copy of the corporation's "Certification of Account Status" from the Texas State Comptroller of Public Accounts.
  - ii. Provide the corporation's charter number as recorded with the Office of the Texas Secretary Of State \_\_\_\_\_
  - iii. Provide a listing of all stockholders and their respective percentages of ownership.
  - iv. Provide a copy of the company's organizational chart, if available.
  - v. Provide a list of all directors and disclose the tile of each individual.
  - vi. Provide a list of all affiliated organizations (if any) and explain the relationship with the applicant.
- C. If the applicant is a Water Code Chapter 67 water supply or sewer service corporation:
- i. Provide a copy of the Articles of Incorporation and By-Laws.
  - ii. Provide the corporation's charter number as recorded with the Office of the Texas Secretary of State.
  - iii. Identify all board members including name, address, title, and telephone number.
  - iv. Provide a copy of the corporation's Certificate of Account Status from the Texas Comptroller of Public Accounts.

## 2. LOCATION INFORMATION

- A. Are there people already living in the proposed area? ☒ Yes ☐ No

If YES, are any currently receiving utility service?

☒ Yes ☐ No If YES, from Whom? City of Primera

Demonstrate the Need for Service by providing the following:

- B. Have you received any requests for service in the requested service area?

☒ Yes ☐ No If YES, provide the following:

- i. Describe the service area and circumstances driving the need for service in the requested area. Indicate the name(s) and address(es) of landowner(s), prospective landowner(s), tenant(s), or resident(s) that have requested service; and/or
- ii. Describe the economic need(s) for service in the requested area (i.e. plat approvals, recent annexation(s) or annexation request(s), building permits, septic tank permits, hospitals, etc.); and/or
- iii. Discuss in detail the environmental need(s) for service in the requested area (i.e. failing septic tanks in the requested area, fueling wells, etc.); and/or
- iv. Provide copies of any written applications or requests for service in the requested area; and/or
- v. Provide copies of any reports and/or market studies demonstrating existing or anticipated growth in the requested area. If no, please justify the need for service in the proposed area.
- vi. If none of these items exist or are available, please justify the need for service in the proposed area in writing.

**Note:** Failure to demonstrate a need for additional service in the proposed service area may result in the delay and /or possible denial of the application.

- C. Is any portion of the proposed service area inside an incorporated city or district? ☒ Yes ☐ No

If YES, within the corporate limits of: City of Primera

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

The City of Primera is the CCN applicant.

- D. Is any portion of the proposed service area inside another utility's CCN area?

☐ Yes ☒ No

If YES, has the current CCN holder agreed to decertify the proposed area?

☐ Yes ☐ No

If **NO**, are you seeking dual or single certification of the area? Explain why decertification of the area is in the public interest.

Single Certification

### **3. MAP REQUIREMENTS:**

**Attach the following hard copy maps with each copy of the application:**

- A. A general location map delineating the proposed service area with enough detail to accurately locate the proposed area within the county.
- B. A map showing only the proposed area by:
  - i. metes and bounds survey certified by a licensed state or register professional land surveyor; or
  - ii. projectable digital data with metadata (proposed areas should be in a single record and clearly labeled). Also, a data disk labeled with the applicant's name must be provided; or
  - iii. following verifiable natural and man-made landmarks; or
  - iv. a copy of recorded plat map with metes and bounds.
- C. A written description of the proposed service area.
- D. Provide separate and additional maps of the proposed area(s) to show the following:
  - i. all facilities, illustrating separately facilities for production, transmission, and distribution of the applicant's service(s); and
  - ii. any facilities, customers or area currently being served outside the applicant's certificated area(s).

**Note:** Failure to provide adequate mapping information may result in the delay or possible denial of your application. Digital data submitted in a format other than ESRI ArcGIS may result in the delay or inability to review applicant's mapping information.

### **4. NEW SYSTEM INFORMATION OR UTILITIES REQUESTING A CCN FOR THE FIRST TIME**

- A. Please provide the following information:
  - i. a list of public drinking water supply system(s) or sewer system(s) within a 2 mile radius of the proposed system;

- ii. copies of written requests seeking to obtain service from each of the public drinking water systems or sewer systems listed in #4.A.i above or documentation that it is not economically feasible to obtain service from each entity;
  - iii. copies of written responses from each system or evidence that they did not reply; and
  - iv. for sewer utilities, documentation showing that you have obtained or applied for a wastewater discharge permit.
- B. Were your requests for service denied?
- i. If yes, please provide documentation of the denial of service and go to 4.C.
  - ii. If no, please provide a detailed analysis which justifies your reasons for not accepting service. A separate analysis must be prepared and submitted for each utility that granted your request for service.
- C. Please summarize how the proposed utility system will be constructed and describe each projected construction phase, if any:

The water system is in place and provides service to costumers inside and outside the corporate limits of the City of Primera. Portions of the system have been in place since 1996.

- D. Date of plat approval, if required: \_\_\_\_\_  
Approved by: \_\_\_\_\_
- E. Date Plans & Specifications submitted for approval: \_\_\_\_\_  
Log # \_\_\_\_\_ Attach copy of approval letter if available.
- F. Date construction is scheduled to commence: \_\_\_\_\_
- G. Date service is scheduled to commence: \_\_\_\_\_

## 5. EXISTING SYSTEM INFORMATION

- A. Please provide the following information for **each** water and/or sewer system, attach additional sheets if necessary.

i. Water system's TCEQ Public Water System identification number(s):

0	3	1	0	0	9	4														
---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

ii. Sewer system's TCEQ Discharge Permit number(s)

W	Q							-					W	Q							-				
---	---	--	--	--	--	--	--	---	--	--	--	--	---	---	--	--	--	--	--	--	---	--	--	--	--

W	Q							-					W	Q							-				
---	---	--	--	--	--	--	--	---	--	--	--	--	---	---	--	--	--	--	--	--	---	--	--	--	--

W	Q							-					W	Q							-				
---	---	--	--	--	--	--	--	---	--	--	--	--	---	---	--	--	--	--	--	--	---	--	--	--	--

iii Date of last inspection: 03/30/2011

iv Attach a copy of the most recent inspection report letter.

v For each system deficiency listed in the inspection report letter; attach a brief explanation listing the actions taken or being taken by the utility to correct the listed deficiencies, including the proposed completion dates.

- B. Provide the following information about the utility's certified operators

Name	Classes	License Number
Murl Kemmerling	A	W00004589
Murl F. Kemmerling	C	WW0042765
Murl F. Kemmerling	CSI	CI0001229
Javier Mendez	C	WS0003092
Javier Mendez	II	WW0036189
Javier Mendez	CSI	CI0008189

- Attach additional sheet(s) if necessary -

- C. Using the current number of customers, is any facility component in systems named in #5A above operating at 85% or greater of minimum standard capacity?

☐ Yes ☒ No

Attach an explanation listing the actions to be taken to make system improvements including proposed completion dates (See 291.93(3)(A) of TCEQ Rules).

- D. In the table below, the number of existing and/or proposed metered and non-metered connections (by size). The proposed number should reflect the information presented in the business plan or financial documentation and reflect the number of service requests identified in Question 2.b in the application.

Water System			Sewer System		
Connection	Existing	Proposed	Connection	Existing	Proposed
5/8" or 3/4" meter	1407		Residential	1000	
1" meter or larger	33		Commercial	16	
Non-Metered			Industrial		
Other:			Other:		
Total Water	1440		Total Sewer	1016	

- E. If this application is for a water CCN only, please explain how sewer service is or will be provided:

The City of Primera owns and maintains a centralized sanitary sewer collection system throughout the majority of the proposed CCN service area. Areas that do not have public sanitary sewer service available utilize On-Site Sewage Facilities (OSSF).

- F. If this application is for a sewer CCN only, please explain how water service is or will be provided:

- G Effect of Granting a Certificate Amendment.  
Explain in detail the effect of granting of a certificate or an amendment, including, but not limited to regionalization, compliance and economic effects on the following:
- i the applicant,
  - ii any retail public utility of the same kind already serving the proximate area; and
  - iii any landowner(s) in the requested area.



H. Do you currently purchase or plan to purchase water or sewer treatment capacity from another source?

i ☐ No, (skip the rest of this question and go to #6)

ii ☒ Yes, Water

Purchased on a ☒ Regular ☐ Seasonal ☐ Emergency basis?

Source	% of Total Treatment
City of Harlingen Waterworks	9
North Alamo Water Supply Corporation	91

iii Sewer treatment capacity,

iv ☒ Yes

Purchased on a ☒ Regular ☐ Seasonal ☐ Emergency basis?

Source	% of Total Treatment
City of Harlingen	100%

vi Provide a signed and dated copy of the most current water or sewer treatment capacity purchase agreement or contract.

I. Ability to Provide Adequate Service.

Describe the ability of the applicant to provide adequate service, including meeting the standards of the commission, taking both of the following items into consideration:

- the current and projected density, and
- the land use of the requested area.

J. Effect on the Land.

Explain the effect on the land to be included in the certificated area.

None

## 6. FINANCIAL INFORMATION

- A. For new systems and for applicants with existing CCNs who are constructing a new stand alone system:
- i. the applicant must provide an analysis of all necessary costs for constructing, operating, and maintaining the system, and the source of that capital (such as a financial statement for the developing entity) for which the CCN is requested for at least the first five years. In addition, if service has been offered by an existing water service provider as stated in #4.A., but the applicant has determined that the cost of service as finally offered renders the project not economically feasible, the applicant must provide a comparison analysis of all necessary costs for acquiring and continuing to receive service from the existing system for the same period.
  - ii. Attach projected profit and loss statements, cash flow worksheets, and balance sheets (projected five year financial plan worksheet is attached) for each of the first five years of operation. Income from rates should correlate to the projected growth in connections, shown on the projected profit and loss statement.
  - iii. Attach a proposed rate schedule or tariff. Describe the procedure for determining the rates and fees and indicate the date of last change, if applicable. Attach copies of any cost of service studies or rate analysis worksheets.
- B. For existing systems:
- i. Attach a profit and loss statement and current balance sheet for existing businesses (end of last fiscal year is acceptable). Describe sources and terms for borrowed capital such as loans, bonds, or notes (profit and loss and balance sheet worksheets are attached, if needed).
  - ii. Attach a proposed rate schedule or tariff.

★**NOTE:** An existing system may be required to provide the information in 6.A.i. above during the technical review phase if necessary for staff to completely evaluate the application.

- C. Identify any funds you are required to accumulate and restrict by lenders or capital providers.
- D. In lieu of the information in #6.A. thru #6.C., you may provide information concerning loan approvals within the last three (3) years from lending institutions or agencies including the most recent financial audit of the applicant.

**Note:** Failure to provide adequate financial information may result in the delay or possible denial of your application.

## 7. NOTICE REQUIREMENTS

- A. All proposed notice forms must be completed and submitted with the application. However, do not mail or publish them until you receive written approval from the Commission to do so.
- B. The Commission cannot grant a CCN until proper notice of the application has been given. **Commission rules do not allow a waiver of these notice requirements for CCN applicants.**

- C. **It is the applicant's responsibility to ensure that proper notice is given to all entities that are required to receive notice.**
- D. Recommended notice forms for publication, neighboring cities and systems, landowners with 25 acres or more, and customers are included with this application to use in preparing your proposed notices. (These notice forms are also available in Spanish upon request.)
- E. After reviewing and, if necessary, modifying the proposed notice, the Commission will send the notice to the applicant after the application is accepted for filing along with instructions for publication and/or mailing. Please review the notice carefully and note any additional neighboring utilities which may be included in the acceptance letter.
- F. Notice For Publication:  
The applicant shall publish the notice in a newspaper having general circulation in the county or counties where a CCN is being requested, once each week for two consecutive weeks beginning with the week after the notice is received from the Commission. Proof of publication in the form of a publisher's affidavit shall be submitted to the Commission within 30 days of the last publication date. The affidavit shall state with specificity each county in which the newspaper is of general circulation.
- G. Notice To Neighboring Utilities:  
i. List all neighboring retail public utilities and cities providing the same utility service within the following vicinities of the applicant's proposed certificate area.  
ii. For applications for the issuance of a **NEW** CCN, the applicant must mail the notice with a copy of the proposed CCN map to all cities and neighboring retail public utilities providing the same utility service within **five (5) miles** of the requested service area.  
iii. For applications for the **AMENDMENT** of a CCN, the applicant must mail the notice with a copy of the proposed CCN map to all cities and neighboring retail public utilities providing the same utility service within **two (2) miles** of the requested service area.
- H. Notice to Customers  
Investor Owned Utilities (IOUs) that are currently providing service without a CCN must provide individual mailed notice to all current customers. The notice must contain the current rates, the date those rates were instituted and any other information required in the application. The notice must also list all zip codes affected by the application.
- I. The Commission may require the applicant to deliver notice to other affected persons or agencies.

**Do not publish or send copies of the proposed notices to anyone at the time you submit the application to the Commission. Wait until you receive written authorization to do so. This will occur after the Commission has reviewed the notices for completeness, and your application has been accepted for filing. Once the application is accepted for filing, you will receive written authorization to provide notice. Please check the notices for accuracy before providing them to the public. It is the applicant's burden to ensure that correct and accurate notice is provided.**


# OATH

STATE OF Texas  
COUNTY OF Cameron

I, Pat Patterson, being duly sworn, file this application as Mayor of Primera, Texas (indicate relationship to Applicant, that is, owner, member of partnership, title as officer of corporation, or other authorized representative of Applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps and financial information filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Texas Commission on Environmental Quality.

I further represent that the application form has not been changed, altered or amended from its original form available only from the Commission.

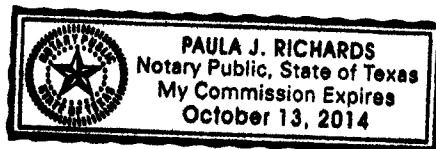
**I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.**

  
AFFIANT  
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas,  
This day 28th of February 20 14

SEAL



  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

PAULA J. RICHARDS  
PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES October 13, 2014

## Notice for Publication

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO  
PROVIDE WATER/SEWER UTILITY SERVICE IN

CAMERON

COUNTY(IES), TEXAS

Name of Applicant City of Primera has filed an application for a  
CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to  
decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide Water  
(specify 1) water or 2) sewer or 3) water & sewer)

utility service in Cameron County(ies).

The proposed utility service area is located approximately 4.0 miles northwest  
[direction] of downtown Harlingen, [City or Town] Texas, and is  
generally bounded on the north by State Highway 107; on the east by  
U. S. Expressway 77; on the south by Wilson Road; and on the west by Tamm Lane

### ***See enclosed map of the proposed service area.***

The total area being requested includes approximately 3533 acres and 1440  
current customers.

The proposed amendment affects customers and/or areas located in the following zip  
code(s):

78552

(List All Affected Zip Codes)

A copy of the proposed service area map is available at (Utility Address and Phone  
Number): Primera City Hall, 22893 Stuart Place Road, Primera, Texas 78552 (956) 423-9654

A request for a public hearing must be in writing. You must state (1) your name, mailing  
address, and daytime telephone number; (2) the applicant's name, application number or  
another recognizable reference to this application; (3) the statement, "I/we request a  
public hearing"; (4) a brief description of how you or the persons you represent, would be  
adversely affected by the granting of the application for a CCN; and (5) your proposed  
adjustment to the application or CCN which would satisfy your concerns and cause you to  
withdraw your request for a hearing.

**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

***Si desea informacion en Espanol, puede llamar al 1-512-239-0200.***

## Notice to Neighboring Systems, Landowners and Cities

### NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER/SEWER UTILITY SERVICE IN

Cameron \_\_\_\_\_ COUNTY(IES), TEXAS

To: North Alamo Water Supply Corporation \_\_\_\_\_ Date Notice Mailed \_\_\_\_\_ 20 14  
(Neighboring System, Landowner or City)

420 S. Doolittle Road \_\_\_\_\_  
(Address)  
Edinburg, Texas 78539 \_\_\_\_\_  
City State Zip

Name of Applicant City of Primera, Texas \_\_\_\_\_ has filed an application for a  
CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to  
decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide Water \_\_\_\_\_  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Cameron \_\_\_\_\_ County(ies).

The proposed utility service area is located approximately 4.0 miles northwest  
[direction] of downtown Harlingen \_\_\_\_\_, [City or Town] Texas, and is  
generally bounded on the north by State Highway 107 \_\_\_\_\_; on the east by  
U. S. Expressway 77 \_\_\_\_\_; on the south by Wilson Road \_\_\_\_\_; and on the west by Tamm Lane \_\_\_\_\_

#### **See enclosed map of the proposed service area.**

The total area being requested includes approximately 3533 acres and 1440  
current customers.

The proposed amendment affects customers and/or areas located in the following zip  
code(s):  
78552 \_\_\_\_\_

\_\_\_\_\_  
(List All Affected Zip Codes)

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**



## Notice to Customers of IOUs in Proposed Area

### NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER/SEWER UTILITY SERVICE IN

Cameron

COUNTY(IES), TEXAS

Dear Customer: \_\_\_\_\_ Date Notice Mailed \_\_\_\_\_ 20 14

Name of Applicant City of Primera has filed an application for a CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to decertify a portion(s) of \_\_\_\_\_ with the \_\_\_\_\_  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Cameron County(ies).

The proposed utility service area is located approximately 4 miles northwest  
[direction] of downtown Harlingen, [City or Town] Texas.

A copy of the proposed service area map is available at (Utility Address and Phone Number): Primera City Hall 22893 Stuart Place Road, Primera, Texas, 78552 (956) 423-9654

The proposed amendment affects customers and/or areas located in the following zip code(s):

78552

(List All Affected Zip Codes)

The current utility rates which were first effective on October 8 20 01

Monthly Flat Rate of \$ 13.00 Per connection

-OR-

Monthly Base Rate Including per 2000 gallons connection for:

5/8" meter	\$ 13.00
1" meter	\$ 32.50
1 1/2" meter	\$ 65.00
2" meter	\$ 104.00

Other\$ \_\_\_\_\_

Gallonage charge of \$ 2.60 Per 1,000  
Gallons above minimum (same for all meters sizes)

#### Miscellaneous Fees

#### Regulatory Assessment

Tap Fee (Average Actual Cost)

#### Reconnecting fee:

- Non Payment (\$25.00 max)
- Transfer
- Customer's request

#### Late fee

#### Returned Check charge

Customer Deposit (\$50.00 max)

#### Meter test fee

(Actual Cost not Exceed \$25.00)

#### Other Fees

1%
\$ 300.00
\$ -
\$ 25.00
\$ -
\$ 25.00
\$ 5.00 or 10%
\$ 50.00
\$ 150.00
\$ 25.00
\$ -

**Your utility service rates and fees cannot be changed by this application. If you are currently paying rates, those rates must remain in effect unchanged. Rates may only be increased if the utility files and gives notice of a separate rate change application.**

**A request for a public hearing must be in writing.** You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Persons who wish to intervene or comment should write the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

**IF A HEARING IS HELD,** it is important that you or your representative attend to present your concerns. Your request serves only to cause a hearing to be held and is not used during the hearing.

If you are a landowner with a tract of land at least 25 acres or more, and is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**

**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
ADDITIONAL INFORMATION PERTAINING TO SPECIFIC APPLICATION ITEMS**

CITY OF PRIMERA  
APPLICATION TO OBTAIN A  
WATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
ADDITIONAL INFORMATION

**RESPONSE TO ITEM 2.B. i., ii., iii., iv., v., vi.**

The City of Primera is applying for a Water Certificate of Convenience and Necessity (CCN) within and immediately adjacent to the existing Corporate Limits of the City of Primera. The subject area is currently served by the existing City of Primera Water System or is within a reasonable distance from existing water lines for future developments or service requests. The existing City of Primera Water System has provided water service to local costumers since 1996. The system was constructed in phases with the newest phase being built in 2008.

**RESPONSE TO ITEM 4.A. i.**

- 1) North Alamo Water Supply Corporation
- 2) East Rio Hondo Water Supply Corporation
- 3) The Town of Combes
- 4) The City of Harlingen
- 5) The City of Palm Valley

**RESPONSE TO ITEM 4.A. ii, iii., iv. & 4.B. i., ii.**

These Items are not applicable to the CCN Application because the application is for an existing water system that currently serves the majority of the CCN application area. .

**RESPONSE TO ITEM 5.G. i, ii, & iii.**

Granting the City of Primera the Water Certificate of Convenience and Necessity (CCN) within the application area will certificate the areas already being served by the City of Primera and establish areas to be served in the future by the existing water distribution facilities within the application area. Impact to surrounding public utilities will be minimal in that the application area either matches existing city limits, matches existing CCN lines with North Alamo Water Supply Corporation, the City of Harlingen and East Rio Hondo Water Supply Corporation or complies with agreed CCN limits with the Town of Combes. All areas within the application area are either already served by the City of Primera or are within a reasonable distance of existing water lines. Landowners in the area will not be adversely effected due to the fact that the areas encompassed by the application do not have water service from any other entity and can be easily served by the City of Primera. The area being requested has historically been served by the City of Primera water system.

**RESPONSE TO ITEM 6**

The City of Primera yearly financial audit for the last 2 years has been attached to this application to show historical financial stability and future ability to continue providing water service to the application area.

**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
NOTIFICATION LIST**

CITY OF PRIMERA  
APPLICATION TO OBTAIN A  
WATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
NOTIFICATION LIST

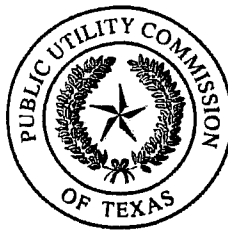
NAME	ADDRESS
<b>PUBLIC UTILITIES WITHIN A 5 MILE RADIUS</b>	
Harlingen Water Works	134 E. Van Buren Ave. Harlingen, Texas 78550-6807
East Rio Hondo Water Supply Corporation	P. O. Box 621 Rio Hondo, Texas 78583
The Town of Combes	21626 Hand Road Combes, Texas 78535
The City of Palm Valley	1313 N. Stuart Place Road Harlingen, Texas 78552
North Alamo Water Supply Corporation	420 S. Doolittle Road Edinburg, Texas 78539
The City of La Feria	115 East Commercial Ave. La Feria, Texas 78559
The City of Santa Rosa	P. O. Box 326 Santa Rosa, Texas 78593
<b>LANDOWNERS OF 25 ACRES OR MORE</b>	
Texas Valley Properties, LTD.	1654 Alameda, Suite 100 San Jose, California 95126
Mijanasy, LTD.	2301 Riverside Drive Harlingen, Texas 78550-8243
Daniel & Blanca E. Castro	23631 Wilcox Road Harlingen, Texas 78552-2722
James M. & Dorothy J. Murphy	112 Saturn Street Mission, Texas 78572
Vernon McNabb	5610 Arnold Palmer Drive Harlingen, Texas 78552-8904
Erasmio, Jr., & Martha Valdez	24095 Russell Lane Harlingen, Texas 78552

NAME	ADDRESS
LANDOWNERS OF 25 ACRES OR MORE	
John C. Demoss	6950 France Ave. S Edna, Minnesota 55435-2024
Tierra De Tejas Dev., LTD	1515 Oak Hollow Drive Allen, Texas 75002-1108
Johnnie Lederal Weide	15804 Primera Road Halingen, texas 78552
Gustavo & Yvonne Cavazos	15600 Primera Road Harlingen, Texas 78552-1933
Arturo Ortega	4824 S. Jackson Road Edinburg, Texas 78539
Herminia Cervantes	RR 1 Box 108E Harlingen, Texas 78552-9333
Ricardo & Jaime Eduardo Zamora	4822 Valtosca San Antonio, Texas 785253-5728
David J & Bonnie Strohmeyer	16755 Marsala Springs Drive Round Rock, Texas 78681-5322
Frank Burns	22471 Burns Road Harlingen, Texas 78552-1955
Henry P. Osher	P. O. Box 5327 Brownsville, Texas 78523-5327
Rick Eugene Green	16244 Rio Rancho Road Harlingen, Texas 78552
Levi T. & Brooke Burns	16599 Lantana Drive Harlingen Texas 78552-2681
Richard G. & Laura T. Burns	21201 Hatchet Road Harlingen, Texas 78552-4089
Dean Merrijo	708 E. Carrol Street Harlingen, Texas 78550-4350
Francisco Javier Abundiz	21649 N. Stuart Place Road Harlingen, Texas 78552



NAME	ADDRESS
<b>LANDOWNERS OF 25 ACRES OR MORE</b>	
Horace Russell	P. O. Box 307 Combes, Texas 78535-0307
Ted Vega	P. O. Box 412 Rio Hondo, Texas 78583-0412
Keith and Cora Lea Burns	301 Wild Olive Harlingen, Texas 78552
Jack Myers, LLC.	24601 Altas Palmas Road Harlingen, Texas
Pauline O. Tumlinson	P. O. Box 472 West Columbia, Texas 77486-0472
Adolfo, Margarita & Juan Manuel Morales	22513 Wilcox Road Harlingen, Texas 78552-2540
Harlingen CISD	407 N. 77 Sunshine Strip Harlingen, Texas
Ramon A. & Diana Gonzalez	3620 Spur 54 Harlingen, Texas 78550
Warren Bruce & Karen Nancy Carper	3218 Treasure Hills Blvd. Harlingen, Texas 78550
Genoveva R. & Juan Garza Sr.	17098 State Highway 107 Harlingen, Texas 78552-4029
Tate Jeremy and Moody Heather Tate	P.O. Box 53216 Harlingen, Texas 78553-2126
Eudoro Vega	P. O. Box 310 Rio Hondo, Texas 78583-0310
Joyce A. & Roger Semankovich	952 Troon Circle Frankfort, Illinois 60423
<b>EXISTING CUSTOMER LIST</b>	
<b>SEE ATTACHED CUSTOMER LISTING PRINTOUT</b>	

**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
EXISTING CUSTOMER LIST**



*House Bill (HB) 1600 and Senate Bill (SB) 567 83<sup>rd</sup> Legislature, Regular Session, transferred the functions and records relating to the economic regulation of water and sewer utilities from the TCEQ to the PUC effective September 1, 2014.*

## **Central Records Personally Identifiable Information Audit**

### **NOTICE OF REDACTION**

**Documents containing Personally Identifiable Information\* have been redacted from electronic posting, in accordance with Texas privacy statutes.**

\*"Personally Identifiable Information" (PII) is defined to include information that alone or in conjunction with other information identifies an individual, including an individual's: Social security or employer taxpayer identification number, driver's license number, government-issued identification card number, or passport numbers, checking and savings account numbers, credit card numbers, debit card numbers, unique electronic identification number, address, or routing code, electronic mail names or addresses, internet account numbers, or internet identification names, digital signatures, unique biometric data, and mother's maiden name, marriage and any other numbers or information used to access an individual's financial account.

**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
EXISTING WATER PURCHASE AGREEMENTS**

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between the The Board of Trustees of the City of Harlingen Waterworks System 305 E. Jackson  
Harlingen, Texas 78550  
(Address)

hereinafter referred to as the "Seller" and the City of Primera  
Primera, Texas  
(Address)

hereinafter referred to as the "Purchaser",

WITNESSETH.

Whereas, the Purchaser is organized and established under the provisions of \_\_\_\_\_ of the Code of \_\_\_\_\_, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Resolution No. \_\_\_\_\_ enacted on the 9th day of August, 19 76 diversion, processing and delivery of \_\_\_\_\_, by the Seller, the \_\_\_\_\_ of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by the Chairman of the Board of Trustees and attested by the Secretary, was duly authorized, and

Whereas, by Ordinance of the City Commission of the Purchaser, enacted on the 2nd day of DECEMBER, 19 76 diversion, processing and delivery of \_\_\_\_\_, by the Seller, the \_\_\_\_\_ of water from the Seller in accordance with the terms set forth in the said Resolution and Ordinance and the authorization of Seller to divert Purchaser's allotted water from the Rio Grande was approved, and the execution of this contract by the Mayor attested by the Secretary was duly authorized; and

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

- divert, process and deliver to
1. (Quality and Quantity) To ~~supply~~ provide the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Texas Department of Public Health and the Texas Water Quality Board in such quantity as may be required by the Purchaser not to exceed 3 Million (1977) (Est.) gallons per month.  
5 Million (1990) (Est.)

at 52 PSI from an existing 10 inch main supply at a point located \_\_\_\_\_

2.5 miles East of the City of Primera

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate

shall be corrected for the Three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller

(any test showing meter to be deemed as accurate shall be paid for by Purchaser) and Purchaser shall agree upon a different amount. The metering equipment shall be read Monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 12th. day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 25th. day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$ 60.00 for the first 100,000 gallons, which amount shall also be the minimum rate per month.
- b. \$ 55 cents per 1000 gallons for water in excess of 100,000 gallons but less than 500,001 gallons.
- c. \$ 50 cents per 1000 gallons for water in excess of 500,000 gallons.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of 5,000.00 dollars which shall cover any and all costs of the Seller for installation of the metering equipment and including the cost of the metering equipment

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That 60 days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a

~~percentage of~~ scheduled rate which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by on the first day of September of uneven calendar years

the Purchaser for water delivered are subject to modification ~~as provided by~~ any general Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith. Rates are also subject to changes in charges of Central Power & Light Co. and Water Control & Improvement District #1 to Seller as hereafter set forth.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder. The rate as provided herein is based partially upon present charges made to Seller by Cameron County Water Control and Improvement District No. One for diversion and delivery of water to Seller by District and if District increases its charges to Seller, the charges by Seller to Purchaser shall be increased forthwith proportionately to cover the increase in cost to Seller for water processed and delivered by Seller to Purchaser. Also the rate herein set forth is based partially on current charges made to City by Central Power and Light Company for electrical power which Seller uses in all of its pumping and processing operations and if Central Power and Light Company increases its charges to Seller for power, the charges by Seller to Purchaser shall be increased forthwith proportionately to cover the increase in cost to Seller for processing and delivery of water by Seller to Purchaser.

10. Seller shall not be responsible in damages for failure to deliver water because of interruptions, inadequacies or reversals of the supply, unless such failure is due to its willful negligence unaccompanied by negligence or contributory negligence of Purchaser. However, Seller shall use reasonable diligence in correcting any interruptions in the delivery of water to Purchaser.

11. In the event of any occurrence rendering Purchaser unable to perform under this contract, any successor of Purchaser, either the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.

12. Seller is hereby granted the right and authority to enter upon the properties and rights-of-ways of Purchaser at any time, and from time to time, for the purpose of making inspections of the potable water system of Purchaser for the purpose of determining that there are no cross connections or conditions of back flow or back siphonage on or in the portion of the system which is served by pressure from the Seller's system.

13. Seller shall be responsible for the chlorine residue at the meter point of delivery in accord with chlorine requirements as prescribed by the State Health Department and Seller shall not be responsible for the amount of chlorine residual within Purchaser's system and if additional chlorine is necessary to meet State health requirements within Purchaser's system, Purchaser shall be responsible for such re-chlorination.

14. Purchaser shall be responsible for maintenance of an air gap between Seller's system and Purchaser's system or, if such air gap is not maintained, then any additions to Purchaser's system shall be approved by Seller before construction in order to safeguard against contamination, and if contamination is discovered in Purchaser's system, Seller may, entirely at its discretion, discontinue delivery of water to Purchaser until the source of contamination is eliminated in order to safeguard Seller's water distributions system from such contamination.

15. Seller shall not be responsible for maintenance of pressure within Purchaser's system.

16. Purchaser shall be responsible for providing water rights for its total usage. If total water consumption plus ditch loss exceed Purchaser's total allotted water rights, Purchaser shall provide additional water rights to satisfy its requirements. Purchaser shall also be responsible for changes in diversion points of water rights through the State Water Rights Commission and the Water Control and Improvement Districts involved.



In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in \_\_\_\_\_ counterparts, each of which shall constitute an original.

Seller: BOARD OF TRUSTEES OF  
\_\_\_\_\_  
City of Harlingen Waterworks System

By W. May Young  
Title \_\_\_\_\_

Attest:

Thomas Anderson  
Secretary

Purchaser.

\_\_\_\_\_  
City of Primera

By Alfonso Lopez  
Title Mayor

Attest:

Mrs. Luzeta Garcia  
Secretary

This contract is approved on behalf of the Farmers Home Administration this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF CAMERON       §    **WATER SUPPLY & DELIVERY AGREEMENT**  
  §  
CITY OF PRIMERA           §

**WHEREAS**, City of Primera ("***Seller***") of Cameron County, Texas, supplies potable water to an area certificated to be served by North Alamo Water Supply Corporation; and

**WHEREAS**, North Alamo Water Supply Corporation ("***Buyer***") of Hidalgo County, Texas, obtains potable water from North Cameron Regional Water Supply Corporation pursuant to a water delivery agreement, and delivers a portion of this water to Seller under one Water Supply & Delivery Contract effective January   1  , 2012, (the "***Contract***"); and

**WHEREAS**, Seller desires to sell water from its potable water supply from Buyer, and Buyer desires to purchase this potable water, and the respective governing bodies of each entity have authorized the formation of an agreement for these purposes.

**NOW, THEREFORE**, in consideration of the foregoing and the following mutual agreements, this **Agreement** is made as follows:

**SELLER AGREES:**

To furnish water to Buyer from its supply from Buyer under the Contract of the quality required by the Texas Commission on Environmental Quality for up to, but not to exceed, three (3) residential meter locations.

**BUYER AGREES:**

1. To furnish, at Buyer's sole expense, all piping, metering equipment (the "***meters***"), and other appurtenances necessary for monitoring the supply of potable water furnished by Seller under the terms of this Agreement;
2. If requested by Seller, not more frequently than once a year, to test and calibrate, if necessary, the meters, and to adjust the monthly accounting for each of the previous three months in accordance with the percentage of inaccuracy found during any requested calibration above

or below the correct volume, or in the event the meter fails to register for any period, to calculate the usage during the time of meter failure to be the amount of water furnished during the same time period of the previous year or as otherwise mutually agreed upon;

3. To read the meters each month and furnish Seller with an itemized accounting showing the volume of water supplied in 1,000 gallon increments; and
4. To reduce the amount of water shown to be delivered by North Alamo Water Supply Corporation and charged to the City of Primera under the Contract by the cumulative total water registered to the meters through which Buyer receives water from Seller under this Agreement during the equivalent time periods of delivery for both the Contract and this Agreement.

**IT IS FURTHER MUTUALLY AGREED BY SELLER AND BUYER THAT:**

1. The initial term of this Agreement is one (1) year commencing on the Effective Date of the Contract, and thereafter to be renewed or extended with such term as may be mutually agreed upon by the parties.
2. Seller and Buyer shall have the right and authority to enter upon the property of the other at reasonable times during business hours and after notice for the purpose of inspecting the integrity and propriety of the system of each to prevent contamination, failure of deliveries, and to modify the accuracy of metering of deliveries.
3. This Agreement sets forth all the terms of the agreement between the parties and may be amended or modified only by mutual agreement of the parties in writing.
4. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the parties at the respective addresses set forth as follows:

**BUYER:**

North Alamo Water Supply Corporation  
420 S. Doolittle Road  
Edinburg, Texas 78539

**SELLER:**

City of Primera  
Rt. 1, Box 176  
Primera, Texas 78522

or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

5. Buyer shall be entitled to recover from Seller reasonable and necessary attorney's fees, experts' fees and costs of collection in the event Buyer is in breach of any part of this Agreement as provided in Texas Local Gov't. Code §271.159, which statute is incorporated herein by reference as if fully copied and set forth at length, and as otherwise allowed by Texas law.
6. In the event that any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been part of it.
7. This Agreement is not executed for the benefit of any third party, and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
8. Time is of the essence in this Agreement, and Buyer may enforce the term of this Agreement by specific performance.
9. This Agreement is performable in Hidalgo County, Texas, and the parties consent to venue in Hidalgo County, Texas.

**IN WITNESS WHEREOF, EXECUTED** by Seller and Buyer, acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated below.

EFFECTIVE January 1, 2012.

**BUYER:**

**NORTH ALAMO WATER SUPPLY CORPORATION**

By: [Signature]  
Steven P. Sanchez, General Manager

**APPROVED/AS TO FORM:**

[Signature]  
J. W. Dyer  
Attorney for North Alamo Water Supply Corporation

**SELLER:**

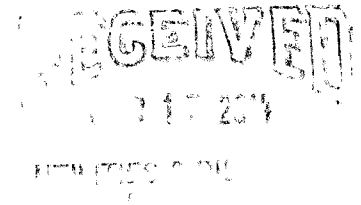
**CITY OF PRIMERA**

By: [Signature]  
Printed Name: PAT PATTERSON  
Its: MAYOR

[Signature]  
Attorney for City of Primera

**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
FINANCIAL INFORMATION  
AUDITS ENDING SEPTEMBER 2011 AND SEPTEMBER 2012  
ONE HARD COPY OF EACH AND BOTH AUDITS IN DIGITAL FORMAT (CD)**

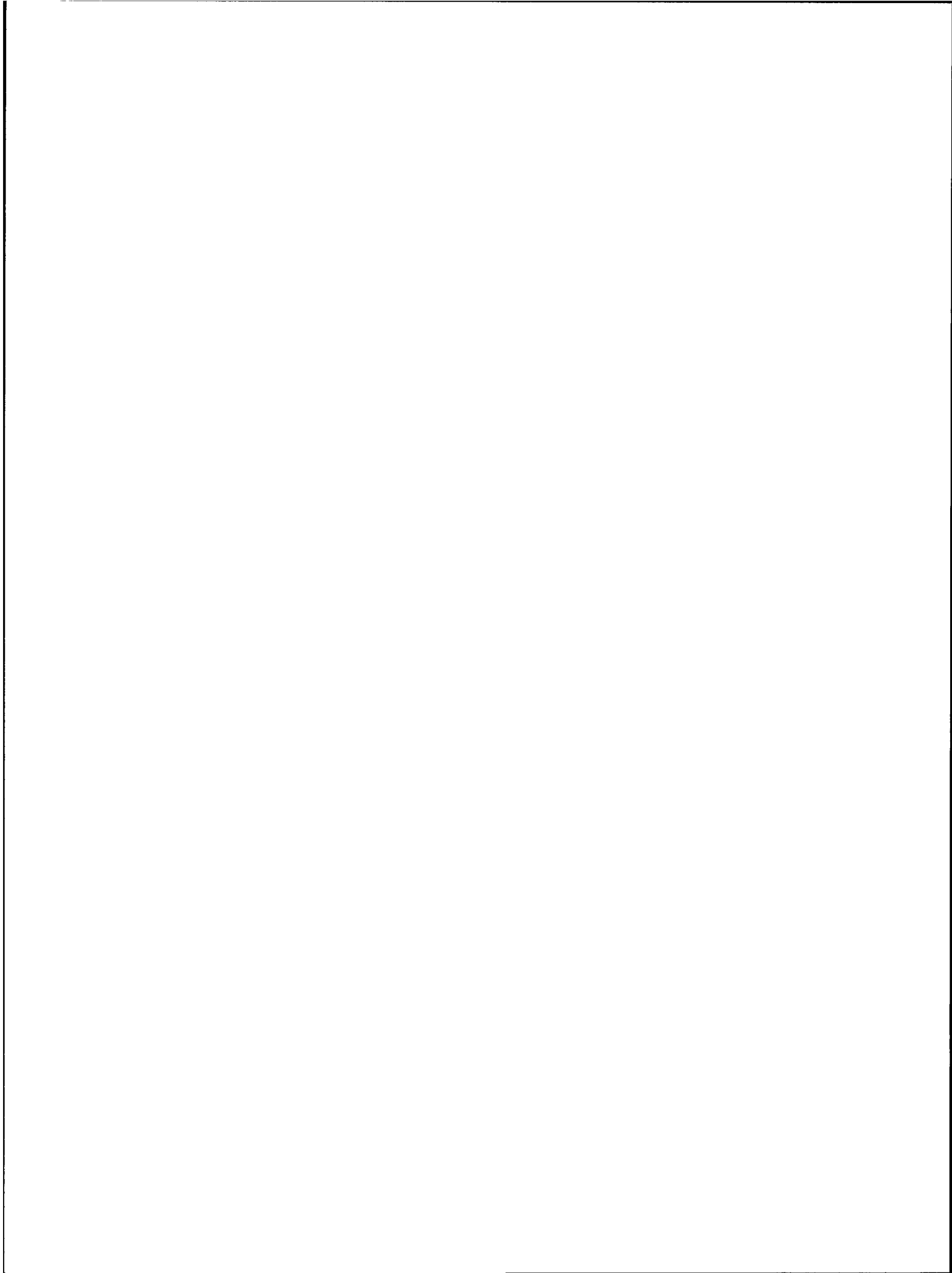
**CITY OF PRIMERA  
APPLICATION TO OBTAIN A WATER  
CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)  
MAPPING EXHIBITS  
GENERAL LOCATION MAP, PRIMERA WATER CCN APPLICATION LIMITS MAP  
& WATER INFRASTRUCTURE MAP  
IN BOTH PDF & DWG DIGITAL FORMAT (CD)**



**CITY OF PRIMERA, TEXAS**

ANNUAL FINANCIAL  
AND  
COMPLIANCE REPORT

For the Year Ended September 30, 2011





City of Primera, Texas

**ANNUAL FINANCIAL AND COMPLIANCE REPORT**

For the Year Ended September 30, 2011

**CITY OFFICIALS**

Mayor	Pat Patterson
Mayor Pro Tem	Angela Ramirez
Aldermen/Alderwoman	Michael Trejo
	Hilda Siller
	David Osborne
	Joe Ramirez
City Administrator	Javier Mendez



City of Primera, Texas  
**ANNUAL FINANCIAL AND COMPLIANCE REPORT**  
For the Year Ended September 30, 2011

**TABLE OF CONTENTS**

	<u>Page</u>
<b>FINANCIAL SECTION</b>	
<b>INDEPENDENT AUDITORS' REPORT</b>	9
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	13
<b>BASIC FINANCIAL STATEMENTS</b>	
Government-wide Financial Statements	
Statement of Net Assets - September 30, 2011	21
Statement of Activities - September 30, 2011	22
Statement of Net Assets - September 30, 2010	25
Statement of Activities - September 30, 2010	26
Fund Financial Statements	
<i>Governmental Fund Financial Statements</i>	
Balance Sheet	28
Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Assets	29
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds	30
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of the Governmental Funds to the Statement of Activities	31
<i>Proprietary Fund Financial Statements</i>	
Statement of Net Assets	32
Statement of Revenues, Expenses and Changes in Net Assets	33
Statement of Cash Flows	34
Notes to Financial Statements	35



City of Primera, Texas  
**ANNUAL FINANCIAL AND COMPLIANCE REPORT**  
For the Year Ended September 30, 2011

**TABLE OF CONTENTS - CONTINUED**

	<u>Page</u>
<b>REQUIRED SUPPLEMENTARY INFORMATION</b>	
<b>General Fund</b>	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual	57
<b>Texas Municipal Retirement System</b>	
Schedule of Funding Progress	58
Notes to Required Supplementary Information	59
<b>OTHER SUPPLEMENTARY INFORMATION</b>	
Nonmajor Governmental Funds - Combining Balance Sheet	62
Nonmajor Governmental Funds, Combining Statement of Revenues, Expenditures and Changes in Fund Balance	63
General Fund – Comparative Balance Sheets	64
General Fund – Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	65
<i>TX CDBG Grant 727389 Fund</i>	
Comparative Balance Sheets	66
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	67
<i>CWTAP Grant G0680 Fund</i>	
Comparative Balance Sheets	68
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	69
<i>Technology Fee Fund</i>	
Comparative Balance Sheets	70
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	71



City of Primera, Texas  
**ANNUAL FINANCIAL AND COMPLIANCE REPORT**  
For the Year Ended September 30, 2011

**TABLE OF CONTENTS - CONTINUED**

	<u>Page</u>
<b>OTHER SUPPLEMENTARY INFORMATION – Continued</b>	
<i>TDHCA Grant 10001247 Fund</i>	
Comparative Balance Sheets	72
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	73
<i>EECBG Grant CS00452 Fund</i>	
Comparative Balance Sheets	74
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	75
<i>TXCDBG Grant 729510 Fund</i>	
Comparative Balance Sheets	76
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	77
<i>TDRA DRS010151 Grant Fund</i>	
Comparative Balance Sheets	78
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	79
<b>Debt Service Fund</b>	
Comparative Balance Sheets	80
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	81
<b>Enterprise Fund</b>	
<i>Water and Sewer Fund</i>	
Comparative Balance Sheets	82
Comparative Statements of Revenues, Expenditures and Changes in Net Assets	83
Statements of Cash Flows	84
<i>CPLP 10250 Fund</i>	
Comparative Balance Sheets	85
Comparative Statements of Revenues, Expenses and Changes in Net Assets	86
Statements of Cash Flows	87
<b>Economic Development Fund - Component Unit</b>	
Comparative Balance Sheets	88
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	89





City of Primera, Texas  
**ANNUAL FINANCIAL AND COMPLIANCE REPORT**  
For the Year Ended September 30, 2011

**TABLE OF CONTENTS - CONTINUED**

	<u>Page</u>
<b>COMPLIANCE SECTION</b>	
Independent Auditors' Report On Internal Control Over Financial Reporting and On Compliance and Other Matters Based On An Audit Of Financial Statements Performed In Accordance With <i>Government Auditing Standards</i>	93
Schedule of Findings and Questioned Costs	97
Schedule of Status of Prior Audit Findings	100
Corrective Action Plan	101

