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CITY OF PRIMERA

ROUTE 1, BOX 178 PRIMERA, TEXAS 78552 (AC 512) 423-9654



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CITY OF PRIMERA
CAMERON COUNTY

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ORDINANCE NO. 93-101

AN ORDINANCE OF THE CITY OF PRIMERA, TEXAS, SETTING MONTHLY RATES FOR WATER SERVICE AND OTHER CHARGES FOR NEW SERVICE, CAPITAL IM-POR WATER SERVICE AND UTHER CHARGES FOR THE SERVICE AND TAX ASSESSOR PROVEMENT FEES, ADMINISTRATIVE FEES, RECORDING AND TAX ASSESSOR PEES, PLAT REVIEW FEES AND WATR RIGHTS FEES, AND PROVIDING FOR COUNCIL APPROVAL OF WATER SERVICE OUTSIDE THE CITY LIMITS.

WHEREAS, the City Council finds that it is necessary to adopt rates and fees for water service to produce revenues adequate to pay necessary maintenance and operating expenses of the City of Primera Waterworks System and to provide for the future water needs of the City and expansion of the Waterworks System.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRIMERA, TEXAS:

Article I: Monthly Rates for Water Services

Section 1. Rates for services within the City Limits. The following rates are hereby effective for water service within the City Limits of the City of Primera:

2.000	gallons and below	\$ 10.00 Minimum
2.001	gallons to 5,000 gallons	\$ 2.00 per thousand
5,001	gallons to 24,000 gallons	\$ 1.50 per thousand
24.001	gallons and above	\$ 1.25 per thousand

Section 2. Rates for services outside the City Limits. The following rates are hereby effective for water service outside the City of Primera:

2,000	gallons and below	\$ 20.00 Minimum
2.001	gallons to 5,000 gallons	\$ 4.00 per thousand
5.001	gallons to 24,000 gallons	\$ 3.00 per thousand
24,001	gallons and above	\$ 2.50 per thousand

Article II: Other Rates and Charges for Water Services

Section 1. Installation of New Service

- a. Whenever new water service is provided to a single property owner or a developer, whether inside City Limits or outside the City Limits, the owner or developer shall be required to pay, in advance, a meter and water tap fee of \$300.00 for each 3/4" meter and \$425.00 for each l" meter.
- b. In the event the water main is on the opposite side of the road from the owner's or developer's property, it shall be the responsibility of the owner or developer to extend the water service to their property according to City specifications.
- c. In the case of a developer of a subdivision requesting water service to a new subdivision, whether within or outside the City Limits, the developer shall install all water lines required to service the entire subdivision (according to the City's specifications), and guaranty the water system for a period of twelve (12) months. After the water system is completed, the developer will turn over to the City and the water system along with all easements necessary to maintain it. The City will then operate the system and aslo maintain it after the twelve (12) month guaranty has expired.

Section 2. Capital Improvement Fees, Administrative Fees, Recording and Tax Assessor Fees, and Plat Review Fees Inside the City Limits.

Each developer of a subdivision located within the City Limits of the City of Primera shall pay the following fees prior to receiving approval from the City for the subdivision:

1. Capital Improvement Fee

\$50.00 per lot

2. Administrative Fee

\$50.00 per lot

3. Recording and Tax Assessor Fee

\$40.00 per lot \$75.00 per subdivision

4. Plat review by City Engineer Fee (An additional fee of \$60.00/hr will be charged to review construction plans and specifications, if any)

Section 3. Capital Improvement Fees, Administrative Fee, Water Rights Fees and Plat Review Fees for Subdivisions Outside the City Limits.

a. Developer Fees. Each developer of a subdivision located outside the City Limits of the City of Primera, whether located within or outside the extraterritorial jurisdiction of the City, shall pay the following fees prior to receiving approval from the City for water services:

1. Capital Improvement Fee

\$50.00 per lot

2. Administrative Fee

\$50.00 per lot

3. Water rights fee

\$275.00 per lot

4. Plat review by City Engineer Fee (An additional fee of \$60.00/hr

\$75.00 per subdivision

will be charged to review construction plans and specifications, if any)

b. Property Owner Fees. Each individual property owner of a lot or lots within a subdivision located outside the City Limits for which the developer fees set forth above have not been paid as required by the developer, shall pay all applicable fee attributable to the lot or lots owned prior to approval of water services by the City.

Article III. Water Service Outside the City Limits.

Nothing in this Ordinance shall be constructed to obligate the City of Primera to provide water service to persons living outside the City Limits. Water service outside the City Limits can only be furnished with prior approval of the City Council at its sole discretion and upon payment of the fees required by this Ordinance.

ED AND APPROVE THE 8th DAY OF APRIL, 1993.

Y SEORETARY

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Form	FHA	A+ 44.30
(Rev.	4-19-	72).

WATER PURCHASE CONTRACT



The Board of Trustees of the	
19, between the City of Warlingen , Waterworks	System 305 E. Jackson
Harlingen, Texas 78550	·
(Address)	
eremafter referred to as the "Seller" and the City of Primera	
Frimera, Jexas	•
(Address)	
eremafter reterred to as the "Purchaser",	
WITNESSEIH.	
Whereas, the Purchaser is organized and established under the provisions of	of the
ode of, for the purpose of const	the time and operating a water supply distribution
stem serving water users within the area described in plans now on file is purpose, the Purchauer will require a supply of treated water, and Whereas, the Seiler owns and operates a water supply distribution system	in the office of the Purchaser and to accomplish
esent customers of the Seller's system and the estimated number of water use the plans of the system now on file in the office of the Purchaser, and	ers to be served by the said Purchaser as shown
Whereas, by Resolution No. enacted	on the 9th day
Aboust 19 76 diversion diversion 19 76 by the Seller, the	on processing and delivery
th the provisions of the said <u>Resolution</u> terms of rying out the said <u>Resolution</u> by the Chairman d attested by the Secretary, was duly authorized, and	
Whereas, by Ordinance of the City Commis	sion
the Purchaser, enected on the	DECEMBER 19 76
phonomes of water from the Seller in accordance with the terms sel forth in the and the authorization of Seller to divert Purchas approved, and the execution of this contract by the	ers allotted water from the Rio Gra
Now, therefore, in consideration of the foregoing and the mutual agreements i	hereinalter set forth,
The Seller Agrees: divert, process and delive (Quality and Quantity) To frequent the Purchaser at the point of de	
contract or any renewal or extension thereof, potable treated water meeting	applicable purity standards of the Texas
purtment of Public Health and the Yexas wa	ter Quality Board
such quantity as may be required by the Purchaser not to exceed 3 Million 5 Million	on (1977) (Est.) on (1990) (Est.) FHA 442-30 (Rev. 4-19-72)

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i a greater	pressure than that or pressure shall be or failure, flood, f	of the City of normally available at the borne by the Purchalire and use of water to ble period of time as many	the point of delivery is ser. Emergency failur ofight fire, earthquake	or other catas	he Purchaser, the co or supply due to m strophe shall excuse	ost of providing ain supply line the Seller from
he quantity	netering equipment, of water delivered	ient) To furnish, insta , including a meter hou to the Purchaser and to once every twelve (12 deemed to be accurate	o calibrate such metering	g equipment w	henever requested by	y the Purchaser at (2%) above or
shall be con nacculacy f	rrected for the found by such tests emed to be the amou	Three (3) If any mater fails to unt of water delivered in	months previous t register for any period in the corresponding pe	o such test in , the amount of rood immediate	accordance with th water furnished dur ly prior to the failur	e percentage of ing such period e, unless Seller
and Purchas In appropri ts readings	(any test shows ser shall agree upon ate official of the	wing meter to be a different amount/li Purchaser at all reaso	e deemed as accurate metering equipments anable times shall have	rate shall shall be read & c access to th	be paid for land to be paid for land to be	ose of venfying
4	/(P. 11) 11	e) To turnish the Purc tatement of the amount	haser at the above ad of water furnished the f	dress not late Zurchuser durir	r than the <u>12th.</u> ng the preceding mor	day of th.
	archaser Agrees:					
1. divered in	(Rates and Payme	ent Date) To pay the le following schedule o	Seller, not later than f rates:	the <u>25th</u> .	day of each me	onth, for water
ù.	\$ 60.00	for the II	100,000	gallo	ns, which amount sh	all also be the
b.	\$55		gallons for water in e	ccess of1	00,000	gallons but
	less than	500,001	_gallons.			
c.	\$ 50	cents per 100	0 gallons for water in	excess of	500,000	gallons.
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2.		To pay as an agreed				•
if the Purci	naser, the sum of _		dollars which shall cov			tor installation
_		including th	ne cost of the m	etering e	quipment	

of the metering equipment and

- 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

processores 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 turnish 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

manage of Any increase of 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 r & 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 Purchuser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.
 - 3. (Successor to the Purchaser) That in the event of any occurence 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 contributor, negligence of Purchaser. However, Seller shall use reasonable diligence in correcting any interruptions in the delivery of water to Purchaser.
 - In the event of any occurence 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 corrections 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.
- 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.

	y of their respective governing bodies, have caused this contract
to be duly executed inounterparts, each	of which shull constitute and iginal.
	Seller: BOARD OF TRUSTEES OF City of Harlingen Waterworks System
Attest: Staward Auderson	By May Mourey Title
Secretary	Purchaser. City of Primera
	By
Attest: John Laftin Jaraine Secretary U	Title Nayor
This contract is approved on behalf of the Farmers Home Ada	ninistration this day of,
19	
	Ву
	Title

PRIMERA WATER CONSUMERS



AS YOU REALIZE OUR WATER RATES HAVE DOUBLED!!!

ON THURSDAY, JUNE 10, PLEASE COME
TO THE PRIMERA CITY COUNCIL
MEETING AT 6:30 PM TO EXPRESS
YOUR CONCERN AT THIS
UNCONSCIONABLE AND EXORBITANT
RATE OF INCREASE.

THIS INCREASE WAS ONLY DIRECTED AT THOSE OUTSIDE THE CITY LIMITS OF PRIMERA.

LOCATION IS THE PRIMERA CITY HALL

INCLUDED ARE RATES OF OTHER CITIES PRIMERA, PALM VALLEY, BUYS WATER FROM HARLINGEN. PRIMERA'S RATES ARE HIGH TO BEGIN WITH,

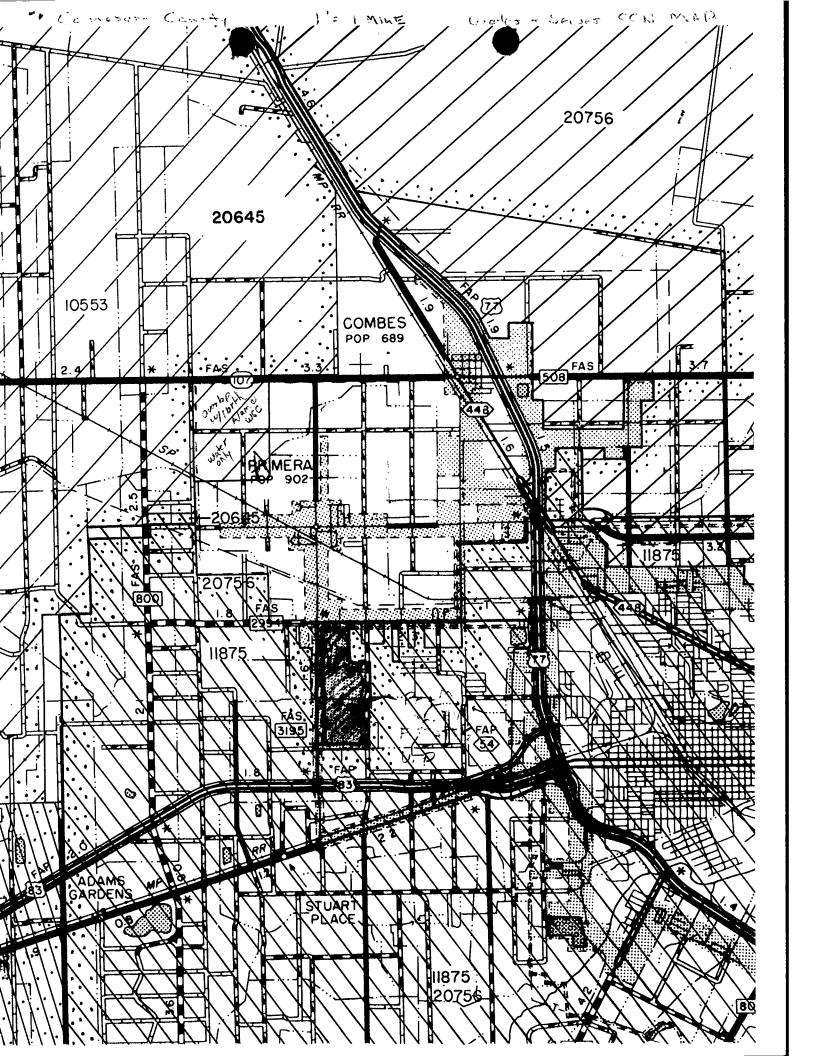
ITS YOUR MONEY AND PRIMERA WANTS IT.

PRIMERA CITY COUNCIL MEETING Thursday, June 10, 6:30 p.m. Primera City Hall # of Water Department employees: 2 foremen and 1 clerk # of customers in city limits: approx. 400-500 # of customers outside city limits: approx. 200 Water rates inside city limits: \$10 minimum 2.00 per thousand + minimum up to 2,000 gal. 1.50 per thousand + minimum 2,001 - 5,000 gal. 1.25 per thousand + minimum 5,001 - 24,000 gal. 24,001 and up Water rates outside city limits: \$20 minimum 4.00 per thousand + minimum up to 2,000 gal. 3.00 per thousand + minimum 2,001 - 5,000 gal. 2.50 per thousand + minimum 5,001 - 24,000 gal. 24,001 and up Water rates Harlingen outside city limits 6.00 per thousand 1.125 per thousand 0 - 2,999 gal.4.95 per thousand 3,000 - 5,9991.65 per thousand 6,000 - 6,999 gal. 1.95 per thousand 7,000 - 20,999 gal. 21,000 and up \$.15 fuel adjustment charge on above Water rates Harlingen inside city limits 4.00 per thousand .75 per thousand 0 - 2,999 gal. 3.00 per thousand 3,000 - 5,999 gal. 1.10 per thousand 6,000 - 6,999 gal. 1.30 per thousand 7,000 - 20.999 gal. 21,000 and up \$.15 fuel adjustment charge on above Water rates San Benito outside city limits 5.30 per thousand .90 per thousand 0 - 2.000 gal..83 per thousand 2,001 - 13,000 gal. .75 per thousand 13,001 - 15,000 gal. 15,001 - 30,000 gal. Water rates San Benito inside city limits 5.30 per thousand .60 per thousand 0 - 2.000 gal.55 per thousand 2,001 - 13,000 gal. .50 per thousand

13,001 - 15,000 gal. 15,001 - 30,000 gal. Water rates Palm Valley
0 - 3999 gal.
4,001 - 10,999
11,000 - 19,999
20,000 - 25,999 gal.
26,000 and up

\$11.50 per thousand 1.93 per thousand 1.62 per thousand 1.47 per thousand 1.18 per thousand

Note: I was told by Primera City that the water rates outside Primera city limits were doubled from the rates paid by those inside the city limits because users outside city limits do not pay any city taxes and Primera needs a new water tower.



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