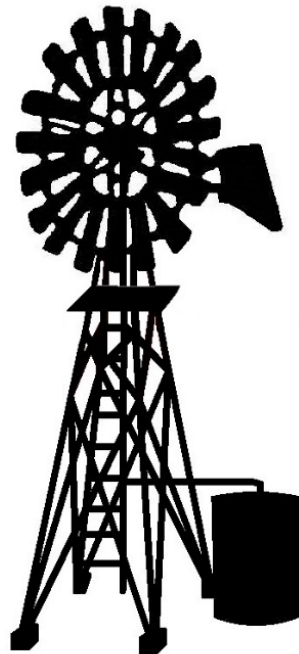


# JOHNSON COUNTY SPECIAL UTILITY DISTRICT

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## NON-STANDARD WATER SERVICE AGREEMENT

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P.O. Box 1390 • 740 FM 3048  
Joshua, TX 76058  
Phone: 817-760-5200 • Fax: 817-760-5238

## **JOHNSON COUNTY SPECIAL UTILITY DISTRICT NON-STANDARD WATER SERVICE AGREEMENT**

THE STATE OF TEXAS  
COUNTY OF JOHNSON

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_, Hereinafter referred to as "Applicant"/"Developer," and Johnson County Special Utility District, hereinafter referred to as "District."

WHEREAS, Non-Standard Service is defined as any service request which requires a larger meter or Service to a Master Metered account, or an addition to the distribution/collection system, storage and supply; and,

WHEREAS, a Developer is defined as any person, partnership, co-op corporation, agency, or public or private organization who subdivides land or requests two or more water or sewer connections on a single contiguous tract of land; and,

WHEREAS, an Applicant for Non-Standard Service is a single person who requests service with the District that goes beyond a standard service request.

WHEREAS, Applicant/Developer is engaged in developing that certain \_\_\_\_\_ acres of land in \_\_\_\_\_ County, Texas, more particularly known as the \_\_\_\_\_ subdivision, according to the plat thereof recorded in Vol./Instrument \_\_\_\_\_, Page/Year \_\_\_\_\_ of the deed records of \_\_\_\_\_ County, Texas, said land being hereinafter referred to as "the Property," and,

WHEREAS, District is a political subdivision of the State of Texas, as authorized by Article XVI, Section 89 of the Texas Constitution and the laws of the state, and owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its defined service area; and,

WHEREAS, Applicant/Developer has requested District to provide such water service to the Property through an extension of District's water system, such extension being hereinafter referred to as "the Water System Extension," NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant/Developer and District hereby agree as follows:

1. **Engineering and Design of the Water System Extension.**
  - (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the District and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by District and/or its consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications, they shall become part of this Agreement by reference and shall more particularly define "the Water System Extension."
  - (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property as a minimum. The developer will use as minimum size line shown in Exhibit "A" that meet the conditions identified as the largest size line. The District reserves the right to pay for oversizing a line if it so desires. Any additional capacity in the line will belong to the District. Nothing precludes the developer from exceeding the minimum line sizes shown in Exhibit "A."

2. **Required Easements or Rights-of-Way.**

- (a) Applicant/Developer shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site locations) which are necessary for the construction or operation of the Water System Extension and for obtaining any governmental approvals necessary to construct the Water System Extension in the public right-of-way.
- (b) Any easements acquired by the Applicant/Developer shall be assigned to District upon proper completion of the construction of the Water System Extension.

3. **Construction of the Water System Extension**

- (a) Awarding the contract for the construction of the Water System Extension shall be subject to the approval of the District. The District may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. District shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to District of the date on which construction is scheduled to begin so that District may assign an inspector. District may charge reasonable inspection fees based on the actual expenses incurred.
- (c) Applicant/Developer shall indemnify the District and hold the District harmless from any claims of any nature arising from death, personal injury or property damage suffered by any person or entity during the construction of the Water System Extension. The contractor shall provide liability insurance coverage from an insurance company licensed to do business in Texas by an amount acceptable to the District.
- (d) The Developer will provide a statement from each property owner where off-site work has occurred that the project clean-up and work is acceptable to the property owner prior to setting any meters in the subdivision covered by this agreement.
- (e) If the Developer's contractor has not performed acceptable work for the District in the last 24-month period then the developer must require the contractor to submit three (3) references acceptable to the District. All contractors working on the District's facilities or facilities that are contributed to the District must meet the District's insurance requirements as a minimum.
- (f) The Developer will provide the District one set of electronic drawings of both the construction drawings and the "as built" waterline drawings in a format acceptable to the District.

4. **Dedication of Water System Extension to District.**

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by District, the Water System Extension shall be dedicated to the District by agreement of this executed document. The Water System Extension shall thereafter be owned and maintained by the District.

5. **Cost of the Water System Extension.**

- (a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
  - (1) engineering and design;
  - (2) easement or right-of-way acquisition;
  - (3) construction;
  - (4) necessary change orders;
  - (5) inspection;
  - (6) attorneys' fees;
  - (7) governmental or regulatory approvals required to lawfully provide service.

- (b) Applicant/Developer shall indemnify District and hold District harmless from all of the foregoing costs provided, however, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by District; and
  - (c) Provided that if District has required the Water System Extension to be oversized in anticipation of the needs of the other customers of District, the District reserves the right to upgrade the design of service facilities to meet future demands. The District shall pay for the expense of such upgrading above the Applicant's facility requirements.
6. **Service for the Water System Extension.**
- (a) After proper completion and dedication of the Water System Extension to District, District shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of District and the payment of the following:
    - (1) All standard rates, fees and charges as reflected in District 's Service Policies;
    - (2) Any applicable system development fee and capital contribution amounts adopted by the District;
    - (3) Any applicable reserved service charge adopted by District.
  - (b) It is understood and agreed by the parties that the obligation of District to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all regulations, permits, certificates or approvals required to lawfully provide such service. It is understood and agreed by all parties that the District may from time to time add rules and/or regulations that require changes in the planned facilities and that all costs associated with these changes will be borne by the Developer.
  - (c) Unless the prior approval of District is obtained, the Applicant/Developer shall not:
    - (1) construct or install additional water lines or facilities to service areas outside the Property;
    - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
    - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the District shall be addressed:

Terry Kelley, General Manager  
Johnson County Special Utility District  
P.O. Box 1390  
Joshua, TX 76058

Any notice mailed to Developer shall be addressed:

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Either party may change the address for notice to it by giving **written** notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire Agreement between the parties relative to the subject matter of this Agreement. All prior Agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the District and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in \_\_\_\_\_ County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Johnson County, Texas.

14. **Successors and Assigns.**

This Contract shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the District. The rights and obligations of the District hereunder may be assigned to the United States Department of Agriculture, Rural Development, or any other successor agency without the prior consent of the Developer.

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Johnson County Special Utility District

Applicant / Developer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A MINIMUM LINE SIZE POLICY

### **Subdivisions in an ETJ**

- Minimum diameter line size of 8-inches up to the last fire hydrant.
- Minimum diameter line size of 4-inches downstream of the last hydrant providing a hydraulic analysis verifies the line size.
- Minimum diameter line off site improvement of 8 inch diameter to the closest point in the existing system where fire flows can be delivered to meet the city's requirements
- JCSUD reserves the right to upsize any line and pay the difference

### **Subdivisions outside an ETJ**

- Minimum diameter line size of 8-inches up to the last fire hydrant unless the developer deed restricts the lots to allow no lawn irrigation systems
- Minimum diameter line size of 4-inches downstream of the last hydrant providing a hydraulic analysis verifies the line size.
- Minimum diameter line off site improvement of 6-inchs diameter to the closest point in the existing system where fire flows can be delivered to meet the local jurisdiction's requirements.
- JCSUD reserves the right to upsize any line and pay the difference.

### **Non-Subdivisions in ETJ'S**

- Customer pays for minimum diameter line size of 4-inches unless fire protection required.
- Minimum diameter line size of 8-inches up to the last fire hydrant if fire protection required.
- Minimum diameter line size of 4-inches downstream of the last hydrant providing a hydraulic analysis verifies the line size.
- Minimum diameter line off site improvement of 6-inches diameter to the closest point in the existing system where fire flows can be delivered to meet the local jurisdiction's requirements.
- JCSUD reserves the right to upsize any line and pay the difference.

### **All other Non-Subdivisions**

- Minimum diameter line size of 4-inches unless fire protection required.
- Minimum diameter line size of 6-inches up to the last fire hydrant if fire protection required.
- Minimum diameter line size of 4-inches downstream of the last hydrant providing a hydraulic analysis verifies the line size.
- Minimum diameter line off site improvement of 6-inches diameter to the closest point in the existing system where fire flows can be delivered to meet the local jurisdiction's requirements.
- JCSUD reserves the right to upsize any line and pay the difference.

### **Lines adjacent to TxDOT roads**

- All lines adjacent to State roads will be an 8-inch diameter line unless specifically reduced by Board action on a project by project basis.

### **Lines within Pressure Planes with only ground Pumping Facilities**

- A variance can be given to allow a 6" line extension for subdivision developments in pressure planes that have only ground pumping facilities and the development is not subject to jurisdictional requirement to make fire flow available for an amount greater than what a 6" line extension can provide.



## EXHIBIT B

**System Development Fee.** This charge appropriately assigns the system’s capacity cost of growth to new customers. The fee applied to each new lot/tap is intended to provide funds to be used for capital improvements necessary to serve new customers.

The System Development fee shall be \$2,400 per meter for standard **water** service (5/8”x3/4” meter).

The System Development fee shall be \$2,480 per standard **sewer** service.

Non-Standard Service System Development Fees, according to meter size, are as follows:

<u>METER</u>	<u>WATER</u>	<u>SEWER</u>
3/4”	\$ 3,120	\$ 3,720
1”	\$ 5,280	\$ 6,200
1-1/2”	\$ 9,600	\$ 12,400
2”	\$ 24,000	\$ 19,840
3”	\$ 48,000	\$ 37,200
4”	\$ 96,000	TBD
6”	\$153,600	TBD

**Water Tap Fee-Installation Phase.** The District shall charge an installation fee for service as follows:

- a. **Standard Service** shall include all current labor, materials, and administrative costs and filing fees necessary to provide individual metered water service which shall be charged on a per tap basis. This fee is \$1200.
- b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the District under the rules of Section F of this Service Policy. This fee shall be determined on a case-by-case basis.
- c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations as per Section E. 2 (c) (5) of this Service Policy or other system improvements.

**Sanitary Sewer Tap Fee- Available in the City of Joshua area only.** On occasion a request for sewer service is granted provided that it is feasible for the tap to be made with in-house forces on the existing collection system. The District may contract the sewer tap work to an approved contractor. The scope of work to do the tap is considered as Non-standard service since the cost may vary on a case by case basis. The policy is the same for sewer as in 6.b. and 6.c. above.

**Total Connection Fee.** This is the sum of the system development fee and the tap fee. (If paid by credit card, a service charge of 1.5% will be added for the credit card fee incurred by the District) per Texas Water Code Ch 49.2121

*Water service and sewer service each has their own respective fee amounts.*

**Water:** The total connection fee for water standard service is \$3,600. For subdivision development with waterline, tap, box, angle curb valve, etc. are pre-installed, then the total connection fee for water service is \$2,900. (2400+500)

**Sewer:** For standard sewer service, where the tap has been made and a “stub-out” exists on the property to be served (as in new subdivision development), the sewer system development fee is \$2,480. Outside of new subdivision development where sanitary sewer service is readily available, the tap fee for standard sewer service is an additional \$1,240 (without pavement repairs). The total connection fee is \$2,480 + \$1,240 = \$3,720. If pavement repairs are needed, \$600 adds to the tap fee (with pavement cut) so the total connection fee is \$2,480 + \$1,840 = \$4,320.

# EXHIBIT C

## NON-STANDARD WATER SERVICE SYSTEM DEVELOPMENT FEE AND INSTALLATION PHASE

<p><b>NON-STANDARD WATER SERVICE 3/4" METER</b> <i>Min Bill \$42.90</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$200</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$3,120</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">\$1,200</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">\$4,520</td> <td>Total Connection Fee</td> </tr> </table>	\$200	Deposit	\$3,120	System Development Fee	\$1,200	Installation Phase	\$4,520	Total Connection Fee	<p><b>NON-STANDARD WATER SERVICE 1" METER</b> <i>Min Bill \$72.60</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$200</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$5,280</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">\$1,500</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">\$6,980</td> <td>Total Connection Fee</td> </tr> </table>	\$200	Deposit	\$5,280	System Development Fee	\$1,500	Installation Phase	\$6,980	Total Connection Fee
\$200	Deposit																
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<p><b>NON-STANDARD WATER SERVICE 1-1/2" METER</b> <i>Min Bill \$132.00</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$500</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$9,600</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">\$3,600</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">\$13,700</td> <td>Total Connection Fee</td> </tr> </table>	\$500	Deposit	\$9,600	System Development Fee	\$3,600	Installation Phase	\$13,700	Total Connection Fee	<p><b>NON-STANDARD WATER SERVICE 2" METER</b> <i>Min Bill \$330.00</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$500</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$24,000</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">\$3,750</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">\$28,250</td> <td>Total Connection Fee</td> </tr> </table>	\$500	Deposit	\$24,000	System Development Fee	\$3,750	Installation Phase	\$28,250	Total Connection Fee
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\$3,750	Installation Phase																
\$28,250	Total Connection Fee																
<p><b>NON-STANDARD WATER SERVICE 3" METER</b> <i>Min Bill \$660.00</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$1,000</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$48,000</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">TBD</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">Pending</td> <td>Total Connection Fee</td> </tr> </table>	\$1,000	Deposit	\$48,000	System Development Fee	TBD	Installation Phase	Pending	Total Connection Fee	<p><b>NON-STANDARD WATER SERVICE 4" METER</b> <i>Min Bill \$1320.00</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$1,000</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$96,000</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">TBD</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">Pending</td> <td>Total Connection Fee</td> </tr> </table>	\$1,000	Deposit	\$96,000	System Development Fee	TBD	Installation Phase	Pending	Total Connection Fee
\$1,000	Deposit																
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\$96,000	System Development Fee																
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Pending	Total Connection Fee																
<p><b>NON-STANDARD WATER SERVICE 6" METER</b> <i>Min Bill \$2112.00</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">TBD</td> <td>Deposit</td> </tr> <tr> <td style="text-align: right;">\$153,600</td> <td>System Development Fee</td> </tr> <tr> <td style="text-align: right;">TBD</td> <td>Installation Phase</td> </tr> <tr> <td style="border-top: 1px solid black; text-align: right;">Pending</td> <td>Total Connection Fee</td> </tr> </table>	TBD	Deposit	\$153,600	System Development Fee	TBD	Installation Phase	Pending	Total Connection Fee	<p><b>STANDARD FIRE HYDRANT INSTALLATION:</b> <i>Total \$2,950.00</i></p> <hr/> <p><b>PORTABLE METERS</b> <i>(for short term or quick-fill projects)</i></p> <p><b>\$1,200.00</b> Service Availability Fee <i>Minimum Bill: \$50 per month</i> <i>\$6.50 per 1,000 gallons used</i></p>								
TBD	Deposit																
\$153,600	System Development Fee																
TBD	Installation Phase																
Pending	Total Connection Fee																

<p>A 1.5% fee is added for Credit Card payments per TX Water Code Ch. 49.2121 For the expense incurred by the District in processing credit card payments.</p>
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