



# GOFORTH S.U.D.

8900 Niederwald Strasse • Niederwald, TX 78640

G. S.U.D. Main Number (512) 376-5695

FAX (512) 376-7631

Toll Free (866) 376-5695

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## SUBDIVISION DEVELOPER GUIDELINES

### Additional Requirements

Providing the Following:

- A. Copy of the warranty deed showing ownership to property. Copy of District resolution or limited partnership (*if deed is in a company or business name*)
- B. Fill out non-standard service application
- C. Submit the engineering investigating fee.
- D. Submit 3 sets of blue prints.
- E. Engineering review will be mailed to the developer within 2 weeks: in the review will be a cost estimate of the water line construction and meter connections to each lot.
- F. The developer will hire and complete all the engineering requirements to GSUD pre-approved contractor: If a developer wishes to hire his own contractor then he must meet the GSUD construction requirements to construct the water main's within the GSUD C.C.N. service area.
- G. Before any water mains are constructed the developer must attend the monthly board meeting with a final plat describing the layout of the water line and with all the regulatory authorities having jurisdiction over lot sizes, sewage control drainage, right-of-way and other service facilities.
- H. Upon approval of the final plat from the GSUD Board of Directors the amount of lots in the phase must be shown on the final plat to be required to pay developer fees at the going membership rate.
- I. Front-end capital contributions - In addition to the membership fee each applicant shall be required to contribute capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding members.
- J. A non-standard service contract. All applicants requesting or requiring non-standard service shall enter into a written contract, drawn up by the corporation attorney. Describing the terms and specifications of the finalized plat approved by the board.
- K. The non-standard service contract must be signed by GSUD Board Chairman or any appointed board of director and the developer of the subdivision.
- L. Payment of the developer fees totaling in the phase will be due within 10 days of executing the contract
- M. No water meters will be installed in the subdivision until all the requirements are met by the developer.

# GOFORTH SPECIAL UTILITY DISTRICT

8900 Niederwald Strasse • Niederwald , Texas 78640

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## SERVICE APPLICATION FOR DEVELOPMENT OR NON-STANDARD SERVICE

Please Print

**NOTE FORM MUST BE COMPLETED BY APPLICANT ONLY.**

Date \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

SUBDIVISION NAME \_\_\_\_\_

PHONE NUMBER - Home: (    ) \_\_\_\_\_ Work: (    ) \_\_\_\_\_

Cell: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

Email \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY  DEED \_\_\_\_\_

IF DIFFERENT FROM APPLICANT, PLEASE PROVIDE THE FOLLOWING:

PROPERTY OWNER'S NAME: \_\_\_\_\_

DEVELOPER'S NAME: \_\_\_\_\_

FINANCING OF DEVELOPMENT BY: \_\_\_\_\_

APPLICANT'S ENGINEER: \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY: \_\_\_\_\_

PREVIOUS OWNER'S NAME: \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT:  \_\_\_\_\_

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COPIES OF THE PLAT MUST BE ATTACHED. 2-24"x36" 1-12"x14"

### FEASIBILITY STUDY/PLAN REVIEW OF SUBDIVISION

for providing water to the development

Minimum for up to 50 lots	\$1,000.00	CHECK NUMBER _____
51-100 lots	\$2,000.00	AMOUNT PAID \$ _____
101 through 500 Lots	\$5,000.00	
Greater than 500 Lots	\$7,500.00	

**BY MY SIGNATURE BELOW, I CERTIFY THAT THE INFORMATION IN THIS APPLICATION AND ALL ATTACHMENTS IS TRUE, ACCURATE AND COMPLETE.**

APPLICANT SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

Applicant shall be the individual, partnership or District who will execute the Non-Standard Water Service Agreement for the project. For a partnership or corporation, please state the title of the person who will act for the entity.

# Monthly Charges

a. Minimum Monthly Charges - The monthly charge for metered water service, which may or may not include allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of 5/8"x3/4" meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and is used as a base multiplier for the Service Charge and allowable gallonage. Rates, equivalents, and allowable gallonages are as follows:

METER	5/8 x 3/4	MONTHLY	MONTHLY BILLING	SERVICE FEES
SIZE	METER EQUIVALENTS	RATE	CODE#	
5/8" X 3/4"	1.0	\$31.00	1 10 GALLONS	SERVICE FEES \$100.00
3/4"	1.5	\$46.50	2 10 GALLONS	SERVICE FEES \$150.00
1"	2.5	\$77.50	3 10 GALLONS	SERVICE FEES \$250.00
1-1/2"	5.0	\$155.00	4 100 GALLONS	SERVICE FEES \$500.00
2"	8.0	\$248.00	5 100 GALLONS	SERVICE FEES \$800.00
3" CMPD.	16.0	\$496.00	6 100 GALLONS	SERVICE FEES \$1,600.00
4" CMPD.	25.0	\$775.00	7 100 GALLONS	SERVICE FEES \$2,500.00
6" CMPD.	50.0	\$1550.00	8 1000 GALLONS	SERVICE FEES \$5,000.00

*\*The meter cost will be based on current price at time of request of commercial meter installment.*

**\*\*\*\*ADDITIONAL CHARGES TO ABOVE RATES\*\*\*\***

**CUSTOMER CHARGES \$100.00 AND METER INSTALLATION & MISC. OPS. \$480.00**

b. Reserved Service Charges - The monthly charge for each active account at a specific location for which a meter has not been installed but for which the District and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge shall be based on the District's monthly operating costs to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's service area. This fee is determined on a case by case but shall never exceed the Minimum Monthly Charge for Metered Service on a per Service Unit basis.

**RESERVED WATER CHARGE - SHALL BE A MONTHLY CHARGE TO RESERVE WATER SUPPLY TO EACH PROPOSED NEW RESIDENTIAL UNIT, AND SHALL APPROXIMATE THE FIX COST TO THE DISTRICT TO RESERVE TREATED WATER SUPPLY. ALL RESIDENTIAL METERS SHALL HAVE A MONTHLY CHARGE OF \$20.00 - MINIMUM. (BASE RATE) REFER TO ITEM C1 FOR THE GALLONAGE RATE.**

c. In addition to the Minimum Monthly Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

**Base Rates..... \$31.00**

1 to 5,000 Gallons.....\$3.00 per 1,000 Gallons  
 5,001 to 10,000 Gallons.....\$4.63 per 1,000 Gallons  
 10,001 to 20,000 Gallons.....\$6.26 per 1,000 Gallons  
 20,001 to 30,000 Gallons.....\$7.88 per 1,000 Gallons  
 30,001 to 40,000 Gallons.....\$9.51 per 1,000 Gallons  
 Over 40,000 Gallons.....\$12.41 per 1,000 Gallons

*17 per 1,000 Gallons aquifer fee  
 0.005% TCEQ tax*

*Charges are be subject to state regulatory assessments and underground aquifer fees as required by law.*

The District shall as required by Section 5.235, Water Code of the State of Texas, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to G.S.U.D. Rate Order.

In addition to the service fee Goforth Special Utility District will pass on to its customers, the water use fee charged to the District by the Barton Springs/Edwards Aquifer Conservation District and the Texas Commissions on Environmental Quality. (Regulatory Assessment Fee.)

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Niederwald, TX 78640  
(512) 376-5695 FAX (512) 376-7631 Toll Free 1-866-376-5695

**G.S.U.D. BOARD OF DIRECTORS APPROVED FOLLOWING CONTRACTORS**

All Contractors must provide proof of workers compensation insurance and liability insurance along with the project bonds for the construction job they are approved to construct.

**Herschap Backhoe & Ditching, Inc.**  
P.O. Box 489  
Bastrop, Texas 78602  
(512) 303-3834

**Commercial Consolidated, Inc.**  
P.O. Box 1090  
Liberty Hill, Texas 78642-1090  
(512) 515-7799

**Joe Schumann Construction 602**  
Bismark Seguin, Texas 78155  
(830) 303-4918

**Capital Excavation**  
3901 S. Lamar suite 260  
Austin, Texas 78704  
(512) 440-1717

**Jesse's Welding & Backhoe Services**  
7304 Palm Blvd.  
San Antonio, Texas 78223  
(210) 635-7085

**RLN**  
P.O. Box 256 Stockdale,  
Texas 78160 (830)  
534-6234

**Dale Lowden Excavating**  
1108 Porter Kyle, Texas 78640  
(512) 262-3007

**TTE, LLC**  
P.O. Box 504  
Spicewood, Texas 78669  
(512) 461-0806

**Travis Hobbs Construction**  
1817 FM 619  
Elgin, Texas 78621  
(512) 273-1183

**Dorsett Ditching**  
9811 Bock Road  
Buda, Texas 78610  
(512) 243-1265

**DNT Construction**  
2300 Picadilly Drive  
Round Rock, TX 78664  
P.O. Box 6210  
Round Rock, Texas 78683

**Central Texas Water Maintenance**  
P.O. Box 636  
Buda, Texas 78610  
(512) 243-2281

**Austin Engineering Co., Inc.**  
3317 Ranch Rd., 620 North  
P.O. Box 342349  
Austin, Texas 78734-2349  
(512) 327-1464

**J & K Utility Service**  
5607 Williamson Road  
Creedmoor, Texas 78610  
(512) 243-1179

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION SERVICE EXTENSION POLICY  
OF GOFORTH SPECIAL UTILITY DISTRICT.

Pursuant to Chapter 13.2502 of the Texas Water Code, Goforth Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Goforth Special Utility District's Certificate of Convenience and Necessity No. 11358 in Hays, Caldwell or Travis Counties into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with the Subdividers/Developer contained in Goforth Special Utility District Rate Order.

Goforth Special Utility District is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Among other requirements, the Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

1. Evaluation by Goforth Special Utility District of the impact a proposed subdivision service extension will make on Goforth Special Utility District Water Supply and payment of the cost for this evaluation;
2. Payment of reasonable cost or fees by the developer for providing water supply capacity;
3. Payment of fees for reserving water supply capacity;
4. Forfeiture of reserved water supply capacity for failure to pay applicable fees;
5. Payment of cost of any improvements to Goforth Special Utility District's system that are necessary to provide the water/sewer service; and
6. Construction according to design approved by Goforth Special Utility District and dedication by the developer water facilities within the subdivision following inspection.

Goforth Special Utility District's Rate Order and a map showing the service area may be reviewed at Goforth Special Utility District's office at 8900 Niederwald Strasse, Niederwald, Texas 78640; the Rate Order and service area map also are filed on record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ c/o Utility Rates and Service Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

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## SUMMARY OF STANDARD SERVICE FEES

FEE DESCRIPTION	COST PER CUSTOMER
MEMBERSHIP	\$100.00
METER INSTALLATION & MISC. OPS	\$480.00
CAPITAL CONTRIBUTION	\$2,270.00
TOTAL STANDARD SERVICE FEE	\$2,850.00

## SUMMARY OF NON-STANDARD SERVICE FEES

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Developer will pay \$2,425.00 per number of lots recorded in a final plat.

Payment of the developer fees must be made within ten days of executing the Non-Standard Service Agreement contract.

GSUD General Manager will only sign-off on the final plat once the developer fees have been paid in full.

The member will then pay \$425.00 in order to have water service at property installed.

**SERVICE PROHIBITIONS FOR DEVELOPMENT  
IN FLOODPLAINS AND WETLANDS**

**WHEREAS**, the Board of Directors of GOFORTH SPECIAL UTILITY DISTRICT (the “District”) desires to obtain utility improvement financing from the USDA Rural Development Service (“Rural Development”);

**WHEREAS**, Rural Development requires the District to comply with certain regulations restricting development in floodplains and wetlands; and

**WHEREAS**, the District finds the Rural Development Restrictions to be acceptable, appropriate; and within the District’s authority; and

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors, acting in open meeting, has voted to:

2. **PROHIBIT** water service by the District to new structures proposed to be built within the 100-year floodplain, as determined by the FEMA maps; and
3. **PROHIBIT** water service by the District to new subdivisions with structures proposed to be located in wetlands, unless the applicant has complied with the U.S. Army Corps of Engineers 404 permit process. The District shall review all subdivisions applicants for service in areas of potential wetlands. A wetland map with the potential service area defined shall be provided to the District with the subdivision application. Where wetlands may be impacted by the development, the District shall ensure that the applicant has complied with the appropriate U.S. Army Corps of Engineers 404 permit process prior to providing water service.
4. The terms of this resolution shall be incorporated into the District’s Rate Order. and filed with the Texas Commission on Environmental Quality.



**SECTION F.**  
**DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS**

1. ***District's Limitations.*** All Applicants shall recognize that the District must comply with local, state, and federal rules and regulation as promulgated from time to time, and with covenants of current indebtedness.
  
2. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions all kinds of Non-Standard Service, including specifically Non- Standard Service to subdivisions and the respective developers and subdividers, are determined, including the Non-Standard Service Applicant's and the District's respective costs.
  
3. ***Application of Rules.*** This section sets forth the terms and conditions pursuant to which the District will process Non-Standard Service Requests. This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of property include, but are not limited to, road bores, extensions to the distribution system, meters larger than 5/8" x 3/4", service lines exceeding 3/4" diameter and service lines exceeding 200 feet. For the purposes of this Service Policy, Applications subject to this Section shall be defined as Non-Standard. In cases of service to a single tract, the Board of Directors of the District shall determine on an individual basis whether or not an Applicant's service request shall be subject to all or part of the conditions of this Section. Non-Standard Service to subdivisions are governed by this Section.
  
4. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service or the execution of a Non- Standard Service Contract by the District:
  - a. The Applicant shall provide the District a completed Service Application And Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
  
  - b. The Applicant must be authorized to enter into contract with the District setting forth terms and conditions pursuant to which Non-Standard Service will be furnished to a property or subdivision. The specific terms and conditions pursuant to which the District will provide Non-Standard Service in response to any request will depend on the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the District and the service Applicant. A Non-Standard Service Contract may not contain any terms or conditions that conflict with this section.
  
  - c. A plat acceptable to the District must accompany the Application showing the Applicant's requested service area. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat.

Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Prior to the initiation of service, the plat must be approved by all government authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities.

- d. A Non-Standard Service Investigation Fee shall be paid to the District in accordance with the requirements of Section G for purpose of paying initial administrative, legal, and engineering fees. The District shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all reasonable expenses incurred by the District, the Applicant shall pay to the District all remaining expenses that have been, or will be incurred by the District shall have no obligation to complete processing of the request until all remaining expenses have been paid.
- e. If after the service investigation has been completed, the District determines that Applicant's service request is for property located, in whole or in part, outside the area described in the District's defined service area. Service may be extended provided that:
  - 1) The service location is not in an area receiving similar service from another retail public utility;
  - 2) The service location is not within another retail public utility's Certificate of Convenience and Necessity; and
  - 3) The District's defined service area shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by District for annexation or for amending its CCN, including but not limited to engineering and professional fees. The District may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by District in securing the amendment). If the District determines to annex the property, the applicant shall secure written requests for annexation from all ownership interests in the property to be annexed, and shall pay all costs, including title review, engineering and professional fees for the annexation.

5. **Design.** Upon receipt of a complete Non-Standard Service Application and Investigation Fee, the District shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting the following schedule:

- a. The District's Consulting Engineer shall design, or review and approve plans for, all-site and off-site facilities for the Applicant's requested level and manner of service within the District's specifications, incorporating any applicable municipal or other codes and specifications.
  - b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation fee under Section 4.
  - c. The Consulting Engineer shall submit to the District a set of detailed plans, specifications, and cost estimates for the project.
  - d. The District's Engineer shall ensure all facilities any Applicant are of proper size and type to meet the level and manner of service specified in the Non-Standard Service Application. The District reserves the right to upgrade design of service facilities to meet future demands provided however, that the District shall pay the expense of such upgrading in excess of what is reasonably and directly allocable to the Applicant's facility requirements.
6. ***Non-Standard Service Contract.*** Applicants requesting or requiring Non-Standard Service may be required to execute a Non-Standard Service Contract, drawn up by the District's Attorney, in addition to submitting the District's Service Application and Agreement. Service to any subdivision shall require a Non-Standard Service Contract. Said Contract shall define the terms, including the level and manner of service and date for commencing service, prior to construction of any facilities. The Non-Standard Service Contract may include, but is not limited to:
- a. Specifying the costs for contract administration, the design, construction, and inspection of facilities, securing additional water supply, and terms by which these costs are to be paid.
  - b. Procedures by which the Applicant shall be accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - c. Terms by which service capacity adequate to the level and manner of service requested shall be reserved for the Applicant following construction of the facilities and duration of reserved service taking into consideration the impact the Applicant's service demand will have upon the District's overall system capability to meet other service requests, as well as assessment of any service availability charges following construction of facilities (if applicable).
  - d. Terms by which the District shall administer the Applicant's project with respect to:
    - 1) Design of the on-site and off-site facilities;
    - 2) Securing and qualifying bids;
    - 3) Requirements for executing the Non-Standard Service Agreement;

- 4) Selection of a qualified bidder for construction;
  - 5) Dispensing funds advanced prior to initiation of construction;
  - 6) Inspecting facilities following construction; and
  - 7) Testing facilities and closing the project.
- e. Terms by which the Applicant shall indemnify the District from all third party claims of lawsuits in connection with the project.
  - f. Terms by which the Applicant shall convey facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
  - g. Terms by which the Applicant shall grant title or easements for use of property during construction and for ongoing service thereafter.
  - h. Terms by which the Board of Directors shall review and approve the Non-Standard Service Contract pursuant to current rules, regulations, and by laws.
  - i. Agreement to enforceable remedies in the event applicant fails to comply with all contract obligations, including performance.

In the event that the Applicant undertakes any construction of any such facilities prior to execution of a Non-Standard Service Contract with the District, the District may refuse to provide service to the Applicant or to any portion of the Applicant's property (or require payment of all costs for replacing/repairing any facilities constructed without prior execution of a Contract from any person requesting service within the Applicant's service area, such a person buying a lot or home within the subdivision), require that all facilities be uncovered by the Applicant for inspection by the District, require that any facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors of the District.

7. ***Property and Right-of-Way Acquisition.*** With regard to construction and subsequent maintenance and operation of facilities, the District shall require exclusive easements or title to property as appropriate:
  - a. If the District determines that easements of facility sites outside the Applicant's property are required, the Applicant shall secure easements or title to facility sites exclusively for the District. All easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant.
  - b. In the event the Applicant is unable to secure any easements or title to any sites required by the District, and the District determines to acquire such easements or title by eminent domain, all reasonable costs incurred by the District shall be paid

by the Applicant. Including legal fees, appraisal fees, court costs and the condemnation award.

- c. The District shall require exclusive dedicated easements on the Applicant's property as appropriate for the level and manner of service requested by the Applicant and system-wide service by the District. All such easements shall be adequate to authorize the District to construct, install, maintain, replace, upgrade, inspect, or test any facility necessary for service to the Applicant as well as system-wide service the District generally. Easements for subdivisions also must be sufficient for service throughout the subdivision when the subdivision is fully occupied. Title to any portion of the Applicant's property required for on-site facilities will be provided and exclusive to the District.
  - d. Easements and facilities sites shall be prepared for the construction of all District facilities in accordance with the District's requirements and at the expense of the Applicant.
8. **Bids For Construction.** The District's Consulting Engineer shall solicit of shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with law and generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the following criteria:
- a. The Applicant shall execute the Non-Standard Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
  - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;
  - c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
  - d. The Contractor shall supply favorable references acceptable to the District;
  - e. The Contractor shall qualify with the District as competent to complete the work; and
  - f. The Contractor shall provide adequate certificate of insurance as required by the District.
9. **Pre-Payment For Construction and Other Costs.** As a general rule, Applicant shall be required to pay all anticipated costs of construction, easement and title acquisition, legal and engineering fees, and other costs associated with extending non-standard service prior to these costs being incurred by District. District will promptly remit any and all unexpected prepaid funds, without interest, upon completion of the non-standard service extension and commencement of service. While the District will make every reasonable.

effort to work with Applicant, prepayment of costs shall be provided in a manner acceptable to District.

10. ***Construction.***

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid damage during construction of Applicant's facilities during construction.
- b. The District shall, at the expense of the Applicant, inspect the facilities to ensure compliance with District standards.
- c. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

11. ***Service within Subdivisions.*** The District's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the service specified by the Applicant Developer for that subdivision. The Applicant Developer is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the District under the provisions of this Service Policy and specifically the provisions of this Section. If the Applicant Developer fails to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within subdivision before the District is obligated to provide retail utility to any customer service applicant within the subdivision. In addition, District may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant Developer is advised that purchasers of lots also may have legal recourse to the Applicant Developer under Texas law, including but not limited to Section 13.257, Texas Water Code, and the Texas Deceptive Trade Practices – Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.

12. ***Service to Certain Subdivisions.***

- a. For Service to subdivisions involving tracts of 50 acres or greater, the Applicant Developer must provide information otherwise required under this Section and must ensure that the District has been provided complete information sufficient to determine whether the level and manner of service requested by the Applicant Developer can be provided within the time frame specified by the Applicant Developer and to determine what capital improvement, including expansion of capacity of the District's production, treatment and/or storage facilities and/or general transmission facilities properly and directly allocable to the requested level and manner of service, will be needed.

At a minimum, and in addition to information otherwise required under this Section, the Applicant Developer must provide:

- 1) Map and description of the area to be served complying with the map requirements of 30 Texas Administrative Code Section 291.105(a)(2)(A)-(G) of the TCEQ's Rules.
- 2) Time frame for:
  - (a) Initiation of service; and
  - (b) Service to each additional phase following the initial service.
- 3) Level of service (quantity and quality) for:
  - (a) Initial service; and
  - (b) If Applicant Developer proposes development in phases, the level of service that must be provided for each phase, and the estimated location or each phase depicted on the maps required under 12.a.1 of this Section.
- 4) Manner of service for:
  - (a) Initial needs; and
  - (b) Phased and final needs and the projected land uses that support the requested level of service for each phase.
- 5) Copies of all required approvals, reports and studies done by or for the Applicant Developer to support the viability of the proposed subdivision.
- 6) The proposed improvements to be constructed by the Applicant Developer including timelines for the construction of these improvements.
- 7) A map or plat of the subdivision depicting each phase and signed and sealed by a licensed surveyor or registered professional engineer.
- 8) Intended land use of the development, including detailed information concerning types of land use proposed.
- 9) The projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out.
- 10) A schedule of events leading up to the anticipated date upon which service from the District will first be needed.

- 11) A proposed calendar of events, including design, plat approval, construction phasing, and initial occupancy.
  - 12) Any additional information requested by the District necessary to determine the capacity and the costs for providing the requested service.
- b. Applicant Developer must establish that current and projected service demands justify the level and manner of service being requested.
  - c. The Applicant Developer must advise the District that he/she may request expedited decertification from the TCEO.
  - d. The Application will be processed on a time frame that should ensure final decision by the District within 90 days from the date of the Non-Standard Service Application and the payment of all fees required by this Section.
    - 1) Upon payment of all required fees, the District shall review Applicant Developer's service request. If no additional information is required from Applicant Developer, the District will prepare a written report on Applicant Developer's service request, subject to any final approval by the District's governing body (if applicable) which must be completed within 90 days from the date of application and payment of the required fees. The District's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant Developer, and the costs for which the Applicant Developer will be responsible (including capital improvements, acquisition of any additional water supply capacity, easement and land acquisition costs, and professional fees).
    - 2) In the event the District's initial review of the Applicant Developer's service application shows that additional information is needed, the District will notify Applicant Developer of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the District receives the Applicant Developer's payment of the required fees and completed application for Non-Standard Service. Applicant Developer should respond to the District's request for additional information within 15 days of receipt of the District's written request. In any case, the District will provide the written report, including any final approval by the District's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.
    - 3) By mutual written agreement, the District and the Applicant Developer may extend the time for review beyond the 90 days provided for expedited petitions to the TCEQ. The Applicant Developer is advised that failure to timely provide the information required by this Section, including this Subsection, may cause the TCEQ to reject any subsequent petition for



decertification of Applicant Developer's property. The Applicant Developer is further advised that if the Applicant Developer makes any change in level or manner of service requested, the time frame for initiation of service, or the level or manner of service requested for any phase of service, the Applicant Developer's original Application for Non-Standard Service will be deemed withdrawn, and the change may be considered a new Application for Non-Standard Service for all purposes, including the times specified herein for processing.

- 4) Following 90 days and final approval by the District and acceptance of the District's terms for service by the Applicant, a Non-Standard Service Contract will be executed and the District shall provide service according to the conditions contained in the Non-Standard Service Contract.

charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G, 6. Monthly Charges of this Services Policy.

- (3) In addition to the service fee, the District will pass on to its members, the water use fee charged to the District by the Barton Springs/Edwards Aquifer Conservation District and the Texas Commission on Environmental Quality (Regulatory Assessment Fee).
7. **Impact Fee.** Each Applicant shall be required to pay an impact fee in the amount of \$2425.00 per single family residential meter equivalent, if an impact fee has not previously been paid for the property at which service is requested. This fee shall be used to assist in funding capital improvements to the District's system capacity, including water supply. This fee shall be assessed immediately prior providing service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.
8. **Late Payment Fee.** Once per billing period, a penalty of 10% on the current billing period shall be applied to delinquent bills. This is late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.
9. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, District, or partnership to the District for payment of services provided for in this Service Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$ 25.00.
10. **Reconnect Fee.** The District shall charge a fee of \$250.00 for reconnecting service after the District has previously disconnected the service for any reason provided for in this Service Policy except for activation of service under Section E.3b. Re-Service.
11. **Service Trip Fee.** The District shall charge a trip fee of \$ 50.00 for any service call or trip to the Customer's tap as a result of a request by the Customer or resident (unless the service call is in response to damage of the District's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services.
12. **Fee for Unauthorized Actions.** If the District's facilities or equipment have been damaged by tampering, by passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the District's facilities and shall be paid before service is re-established. The fee shall also include the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authorization. All components of this fee will be itemized, and a statement shall be provided to the Customer. If the District's facilities or equipment have been damaged due to unauthorized use of the District's equipment, easements, or meter shut-off valve, or

SECTION C  
DEFINITIONS

**Applicant** – A person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity applying for service with the District.

**Authorized Representative or District Representative** – The General Manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by this Policy pursuant to either general or specific authorization to do so from the General Manager or the Board of Directors of the District.

**Board of Directors** – The governing body of the District elected by the registered voters within the District's boundaries in accordance with the applicable election laws.

**Customer** – Any person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity having District's service at any specified at any specified premises designated to receive service.

**Defined Service Area** - That area within which water services are provided to Customers and that includes the area within the District's boundaries and the area described within CCN No. 11356.

**Deposit** – A non-interest bearing fee as set by the Board of Directors based upon the size of the water meter which is held by the District as security for service being rendered.

**Developer** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or request two (2) or more water service connections on a single contiguous tract of land [as defined in Section 13.2502(e)(1) of the Water Code].

**Disconnection of Service** – The discontinuance of water service to a Customer.

**District** – The Goforth Special Utility District.

**District's Water System** – The water production, treatment, and distribution facilities operated or to be constructed by the District as currently operating and any water system extensions or improvements which may be built within the District in the future.

**Easement** – A perpetual right-of-way dedicated to the District for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines for both service to a Customer/Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The District maintains and occasionally updates a standard easement which must be provided prior to service to a new customer or new service connection.

**Final Plat** – A complete and exact plan for the subdivision of a tract of land which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning and specifications of the facilities of such subdivisions.

**Hazardous Condition** – A condition that jeopardizes the health and welfare of the customers of the District as determined by the District or any other regulatory authority with jurisdiction.

**Master Meter** – A meter that serves two or more connections and is installed in accordance with the requirements set forth in Section E (2) (c) of the Service Policy.

**Re-service** – Providing service to an Applicant at a location at which service previously existed and at which there is an existing setting for a meter. Costs of such re-servicing shall be as established in the District's Service Policy or based on justifiable expenses in connection with such re-servicing.

**Revenues** – Any funds received for water service, tap fees, service charge fees, disconnect fees, reconnection fees or any and all other charges except for service deposits that may be charged and collected by the District from the ownership and operation of its water systems.

**Service Application and Agreement** – A written agreement on the current service application and agreement form between the Applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided on property designated to receive service.

**Service Classification/Unit** – The type of water service required by an Applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type application, and other relevant factors related to the Applicant's request. The base unit of water service used by the District in facilities design and rate making in this Service Policy is a 5/8" X 3/4" water meter.

**Subdivide** – To divide the surface area of land into lots or tracts.

**Subdivider** – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots or tracts as a part of a common promotional plan in the ordinary course of business.

**Subdivision** – An area of land that has been subdivided into lots or tracts.

**Temporary Service** – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (e.g., agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification.

**Texas Commission on Environmental Quality (TCEQ)** - State regulatory agency having jurisdiction of water and sewer service and appellate jurisdiction over the rates and fees charged by the District.