

# WATER & WASTEWATER REGULATIONS FOR LAND DEVELOPMENT (updated February 17, 2025)

## DICKINSON WATER CONTROL AND IMPROVEMENT DISTRICT

### SECTION 1: Policy

This Board adopted policy shall be known and may be cited as the “Water & Wastewater Regulations for Land Development within Dickinson Water Control and Improvement District or for Developments considered for Annexation”, or “WWRLD22025”.

### SECTION 2: Scope & Compliance

All plats, subdivisions of land, or development of property requiring the dedication of water lines, sewer lines, and/or facilities to the District shall conform to the requirements for these regulations. The District will not provide water and/or sanitary sewer service until full compliance with the regulations have been met which may include approval from District Engineer.

### SECTION 3: Definitions

For the purpose of interpreting these regulations, certain words used herein are defined as follows:

- A) Subdivision: The term “Subdivision” means the division of a parcel of land into two (2) or more lots or parcels for the purpose of transfer of ownership or building development, or if any portion is intended for public use, any division of a parcel of land. The term includes re-subdivision and when appropriate to the context shall relate to the process of subdividing or to the land subdivided. The term includes re-subdivision and the alteration of parcels of lots by the modification of existing property lines.
- B) District: The term “District” refers to Dickinson Water Control and Improvement District.
- C) Development: The term “Development” means the construction, addition, or expansion of any improvement or structure to a lot, block, or tract of land that may require water, sewer, or fire protection services.
- D) Developer: The term “Developer” refers to the individual or entity with primary responsibility for to Development.
- E) Developer Agreement: The term “Developer Agreement” refers to the agreement made between the District and the Developer outlining any required improvements to be made to the District’s existing water and wastewater systems in order for the District to provide service to the Development.
- F) Preliminary Drawing: The drawing of any lot, or parcel of land not intended to be recorded or of record.
- G) Final Drawing: The final drawing is the division of any lot, tract, or parcel of land that is to be recorded of record.
- H) Interpretation: It is the Developer’s responsibility to familiarize themselves to understand these regulations, If any section or words are unclear to the Developer; it is their responsibility to contact the District for interpretation.

### SECTION 4: General Requirements

- A) When in a City or County maintained public right-of-way, all water and sewer lines shall be located no closer than five (5) feet to the right-of-way line and seven (7) feet to the edge of the existing pavement.
- B) When in a TxDOT maintained public right-of-way, all water and sewer lines shall be located in a separate utility easement not less than fifteen (15) feet wide outside TxDOT’s right-of-way.

C) Capacity Analysis:

A water and wastewater capacity analysis, completed by the District's Engineer, must be performed for all residential developments or expansions greater than twenty-five (25) Equivalent Single-Family Connections (ESFC) or any Multi-use / Commercial / Industrial Development greater than one (1) acre in size. The Developer shall pay the cost of the analysis as outlined in Section 8.

D) Miscellaneous Requirements:

- 1) The description and location of all permanent survey monuments, block corners, and other markers shall be shown on the drawings and meet the following standards unless the City or County with jurisdiction has more stringent requirements:
  - a) Each lot must be accurately surveyed, and suitably corner markers located.
  - b) Every change of direction on the perimeter survey shall be permanently marked.
  - c) Permanent benchmarks, based on Horizontal State Plane Coordinates (NAD83) Texas South Central Zone and Vertical NAVD88 Geoid 18, not more than one thousand (1,000) feet apart along all right-of-way lines. Elevation on fire hydrants, manhole rings, and spikes in utility poles will not be acceptable.

SECTION 5: Water and Sewer Design Approval Procedure

STAGE 1

- A) Preliminary Discussion: The Developer shall meet with District Staff and District Engineer to discuss the proposed Development, the location to be developed, and the Development's feasibility for obtaining water and sewer service from the District. No commitment is being made by the District during this phase.

STAGE 2

- A) Preliminary Development Plan Submittal: Developer shall submit to the District and District Engineer a copy of the proposed development site plan and utility layout. The Developer shall also provide a tabulation of the land area to be devoted to various uses and a calculation of the average residential density per net acre with water and sewer demands that are to be used by the District Engineer to calculate water and sewer availability and capacity.
- B) Capacity Analysis: To receive a formal letter of capacity commitment from the District, the District's Engineer will first need to perform a water and wastewater capacity analysis based on the Developer's provided Preliminary Development Plan.
- 1) This analysis will begin only after the Developer pays the District the required fee as outlined in Section 8.
  - 2) The District Engineer will take the provided water and sewer demands of the Development and perform the following:
    - a) Water demands from the Development will be entered into the District's water system model to verify whether the District can meet the demands (daily, peak, and fire) with the existing water system infrastructure. The District Engineer will plan for the proposed water service to be provided by a looped system. The District will not allow a proposed Development to be served by a single dead-end water line. In addition, the District Engineer will review the minimum water system capacity requirements required by the Texas Commission on Environmental Quality (TCEQ) and confirm if the District's plant facilities (i.e., pumps, ground/elevated storage tanks, etc.) have adequate capacity to serve the Development or if additional plant capacity is needed to serve the Development.

- b) The theoretical capacity of the District's wastewater collection system, lift stations and wastewater treatment plant in the development area will be calculated using available data. The current wastewater usage will be estimated to obtain the theoretical available remaining capacity of the system. The sewer demands from the proposed Development will be compared to the available remaining capacity of the wastewater collection system, lift station(s) and wastewater treatment plant to verify if the existing infrastructure can serve the proposed Development. If the proposed Development exceeds the available remaining wastewater capacity, the District Engineer will propose long term solutions or improvements.
  - c) Anticipated duration to complete this analysis is four (4) to six (6) weeks but may vary depending on the development size and location within/outside the existing District service boundary.
- 3) The District and District Engineer will meet with the Developer to discuss the results of the capacity analysis and, if needed, infrastructure improvements.
- 4) The District will prepare and provide a Utility Commitment Capacity Letter to the Developer based on the following conditions:
  - a) The results of the capacity analysis determine that no further improvements are required to the District's existing water and wastewater systems and plant capacities to service the Development; OR
  - b) The results of the capacity analysis determine that additional improvements are required to the District's existing water and wastewater systems and/or plant capacities to service the development. The District and Developer shall enter into an agreement ("Developer Agreement") that outlines these necessary improvements and the entity responsible for payment of associated design fees and construction costs.
- 5) The District's Utility Commitment Capacity Letter is valid for two (2) years from the date of issuance unless the Letter provides otherwise. The Developer must be at Stage 4) Construction of the Development within this time frame. If the District's Utility Commitment Capacity Letter expires prior to the start of construction for the Development, the District's capacity commitment is no longer valid and the Developer shall make a formal request to the District for a capacity commitment renewal. This renewal may also require the Developer to pay for another capacity analysis if the District Engineer determines that it is needed.

### STAGE 3

- A) Design Drawing Submittals and Construction Approval: The Developer shall submit to the District, at appropriate design stages agreeable to the District, one (1) electronic copy (in PDF format) of the Development's utility design plans and specifications for review by the District and District Engineer. The Developer shall also pay a plan review fee to the District as outlined in Section 8. The District reserves the right to waive certain design milestone submittals depending on the size of the proposed development.
  - 1) The District and District Engineer shall review the utility plans and details and confirm conformance to District requirements. Any comments received by the Developer will need to be addressed in the subsequent submittal.
    - a) Utility design plans and specifications shall be signed and sealed by a Professional Engineer registered in the State of Texas with sufficient experience to perform this work and conform to TCEQ and the District's design guidelines as specified in Section 10 and the District Standard Drawing Details.
    - b) The Developer shall submit to the District an approval letter from the TCEQ approving the design of the water and sewer systems.

- c) If utility easements are required for the District's facilities, the Developer will need to designate such easements to the District on the development plat or prepare and provide the District with a separate written easement document. The final plat or easement documents shall be recorded at the real property records of Galveston County, Texas prior to the District's acceptance of the improvements, if any.
  - d) The City of Dickinson reviews and approves the private side plumbing plans, permits, and inspections for the District. Developer shall coordinate and provide separate submittal to the City of Dickinson for approval on these items. Any plan review fees required by the City of Dickinson are separate from any fees required by the District.
- 2) Upon receipt of the 100% utility plans and details and confirmation that all comments have been addressed, the District General Manager or District Engineer will sign the cover sheet of the plans. A Developer Agreement will then be prepared by the District and executed by the Developer outlining the District's Construction Requirements, Tap Fee Schedule and Inspection Fee Schedule (if applicable).
  - 3) The District's Developer Agreement is valid for up to two (2) years from the date of issuance. If the District's Developer Agreement expires prior to the start of construction for the Development, the District's construction approval is no longer valid and the Developer shall make a formal request to the District for a construction approval renewal. This renewal may also require the Developer to pay the District another plan review fee.

#### STAGE 4

- A) Construction: The Developer, Developer's Engineer, and Developer's Contractor shall coordinate with the District during construction on the following items:
  - 1) The District shall be notified and requested to attend the pre-construction meeting to establish lines of communication during construction with the Developer's Contractor.
  - 2) The District shall be provided with a copy of the Contractor's utility submittals for review. Any District comments will need to be incorporated into the submittal response made by the Developer's Engineer. The District will need to be provided with a copy of the final approved submittal for each utility item.
  - 3) The District shall be provided an overall construction schedule that notes when connections to the District's existing facilities will be made by the Developer's Contractor. No taps or connections to the District's existing facilities shall be made by the Developer's Contractor unless under the presence of the District's Inspector.
  - 4) The Developer or Developer's Contractor shall pay the District the required tap fees and other costs identified in the District Construction Approval Letter prior to the District establishing active utility service to the development.
  - 5) The Developer or Developer's Contractor shall reimburse the District for any costs incurred related to the inspection of all new water and sewer facilities installed by the Developer's Contractor as outlined in Section 8. This cost must be paid in full to the District prior to the District establishing active utility service to the development. These fees are separate from any fees required by the City of Dickinson.

#### STAGE 5

- A) Construction Acceptance & Maintenance Period: The District will require the following items be performed prior to the District's acceptance of the construction work:
  - 1) The District shall be notified and requested to attend the Substantial Completion and/or Final Completion Walkthrough(s). Any punch list items identified by the District will need to be incorporated into the final punch list prepared by the Developer's Engineer.

- 2) The District shall be notified upon completion of the punch list items. The District will confirm that the punch list items have been addressed to the District's satisfaction and provide concurrence to the Developer's Engineer.
- 3) The District shall be provided one (1) electronic copy (in PDF format) of the project's record drawings incorporating all changes or revisions made during construction.
- 4) Developer or Developer's Contractor shall post a maintenance bond in an amount equal to the value of work performed by the Developer's Contractor or other legal guarantee acceptable to the District to insure the District for maintenance for one year. After this one year maintenance period, the District will formally take over and maintain these utility facilities.
- 5) Upon receipt of the one year maintenance bond, the District will issue their Certificate of Acceptance.
- 6) The Developer will be responsible for notifying and scheduling with the District on the one year warranty inspection walkthrough.

#### SECTION 6: Guarantee of Construction Improvements

Approval of any final Development plans and/or documents shall not impose a duty upon the District concerning the maintenance or improvements of any such dedicated parts until one year after such improvements are made by the Developer and accepted by the District. Developers shall post a maintenance bond in an amount equal to the value of work performed by the Developer's Contractor or other legal guarantee acceptable to the District to insure the District for maintenance for one year. Prior to final approval by the District, together with all dedications of right-of-way for public use or utility easement for District use, the Developer shall formally agree in writing to provide necessary improvements in accordance with prevailing requirements of the District. Unless and until any development plan has been first approved in the manner and by the authorities provided for in this policy, no water service or sewer construction shall be made.

#### SECTION 7: Expenditure of Public Funds

The acceptance of a final plan by the District does not in any manner obligate the District to finance or furnish any improvements within the approved development.

#### SECTION 8: Schedule of Fees (Fees subject to change by future Board Action)

The following fees shall be collected by the District.

A) Capacity Analysis: If a Development meets the criteria established in Section 4(C) requiring a capacity analysis, the Developer will be required to pay the District a capacity analysis fee based on the following categories:

1. Developments Located Inside District Boundaries
  - a) NOT Anticipated to Require New or Expanded Infrastructure, Lump Sum Fee = \$5,600.00
  - b) Anticipated to Require New or Expanded Infrastructure, Lump Sum Fee = \$10,800.00.
2. Developments Located Outside District Boundaries, Lump Sum Fee = \$13,900.00.

Once this fee is received in full by the District, the District Engineer will be authorized to perform this capacity analysis. The District reserves the right to request for the Developer to pay additional fees if the results of the capacity analysis require expanded infrastructure when it was originally not anticipated.

- B) Plan Reviews: The cost of review of a Design Drawing Submittal by the District and/or District Engineer shall be paid for by the Developer at the time of submittal. The plan review fees are based on the following development categories:
1. Residential Plan Review Fees:
    - a) 1-10 ESFC Development = \$250.00
    - b) 11-24 ESFC Development = \$500.00
    - c) 25 or Greater ESFC Development = \$1,000.00
  2. Commercial / Industrial / Mixed-Use Plan Review Fees:
    - a) Less than one (1) acre = \$250.00
    - b) Greater than one (1) acre = \$1,000.00
- C) Construction Inspection: District inspection will be required on all new water and sewer facilities installed by the Developer's Contractor. The Developer or Developer's Contractor will be required to submit a deposit to the District for inspection services which will be based on one hundred (\$100) dollars per inspection day times the anticipated number of construction days as agreed to by the District and the Developer or Developer's Contractor. As part of the final project inspection and closeout, the District will perform a reconciliation of actual performed inspection days and will refund the Developer or Developer's Contractor in the event that actual inspection days were less than the deposited amount.

#### SECTION 9: Variances

The District may authorize a variance of any requirement of this Policy (WWRLD2025) if it deems strict compliance with the requirements of this Policy is not in the best interest of the general public. In permitting such variance, the District shall take into consideration the existing and proposed water and sewer plan, public health, safety, convenience, and welfare in the District. The District when granting such a variance shall cause to be incorporated in the official minutes of the Board of Directors meeting the specific variance granted.

#### SECTION 10: District Water and Sanitary Sewer System Design Requirements

- A) The Developer and Developer's Engineer shall be responsible for incorporating the District's latest Standard Construction Detail Sheets into their project and adhering to the design requirements stipulated therein.
- B) The Developer and Developer's Engineer shall be responsible for retaining the construction services of a reputable contractor for the installation of all water and sewer lines. Said contractor shall comply with all applicable OSHA safety standards. Further, said contractor shall comply with the District's confined space entry requirements and the construction requirements stipulated in the District's latest Standard Construction Detail Sheets.

APPROVED BY DICKINSON WCID  
BOARD OF DIRECTORS AT THE REGULAR MEETING OF FEBRUARY 17, 2025

Approved by the  
Board of Directors  
at the meeting on:  
02-17-2025