



3100 Alvin Devane Boulevard
Suite 150
Austin, TX 78741
Tel: 512.441.9493
www.jonescarter.com

January 7, 2022

Rick A. Schroder
Chief Administrative Officer
Johnson City
303 E. Pecan Drive
Johnson City, TX 78636

Re: Proposal for Water/ Wastewater Capital Improvements Plan Update
and Impact Fee Study for Johnson City

Mr. Schroder:

Jones|Carter (JC) appreciates the opportunity to present this proposal for civil engineering services in connection with Johnson City's Capital Improvements Plan (CIP) Update and Impact Fee Study.

Project Understanding

JC understands the City is required to identify and update Impact Fees to recover portions of capital costs for water and wastewater system improvements needed to serve projected development within Johnson City over the next five (5) years. The City last completed an Impact Fee Study in August 2017. JC and the City understands the Capital Improvements Plan (CIP) was last updated in conjunction with the 2017 Impact Fee Study. The City intends to update the CIP based on the system assessment and capacity analysis performed by JC, input from City staff, and review and confirmation by the City's Capital Improvement Advisory Committee (Committee). Final determination of the CIP will be approved by the City Council.

Based on our understanding, and subject to the laws and statues set forth in Chapter 395 of the Texas Local Government Code, we prepared the following scope and fee proposal to develop the CIP and Impact Fee Study.

Scope of Services

Services to be provided by JC include:

Capital Improvements Plan Update

1. Review the City's current Land Use Plan and assist with updates to prior Exhibits and acreage calculations by usage type as necessary to support the CIP.
2. Coordinate data collection of current and historic water and wastewater demand and records of existing infrastructure (to be provided by City staff) and create an excel database from the information gathered. JC will use the attached information ("Johnson City Utility Data") unless more accurate or more comprehensive information is provided by City Staff.
3. Provide an assessment of the City's existing Water and Wastewater Systems based on TCEQ's capacity requirements, using data collected in task 2.

4. Develop population projections based on reliable historic data and assess future system capacity at 5-, 10-, and 20-year projections. Prepare a maximum of four (5) relevant data visualizations for public hearing and Committee meetings.
5. Based on tasks 1 through 4; review the City's current proposed CIP projects and recommend addition of necessary capital improvements not currently listed in the plan.
6. Participate with City staff in (maximum two (2)) meetings with the Committee to review and confirm Land Use Assumptions and list of CIP projects to be utilized in the Impact Fee Study.
7. Prepare Engineer's Opinion of Probable Construction Cost for the capital projects identified.
8. Provide a maximum of three (3) Land Use Assumption exhibits and a maximum of three (3) Capital Improvements Plan exhibits enlarged for public hearing and Committee meetings.
9. Participate in a public hearing (maximum one (1) meeting) on the Land Use Assumptions and Capital Improvements Plan projects.
10. Address written comments filed by the Committee.

Impact Fee Study

1. Develop a definitive table establishing the quantity of use/consumption/generation/discharge of a service unit for each category of capital improvements or facility expansions.
2. Develop a conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to single family residential, multifamily, commercial, and industrial.
3. Calculate the total number of projected service units necessitated by and attributable to new development within the service area based on the approved Land Use Assumptions.
4. Calculate the projected demand for capital improvements or facility expansions required by new service units projected over the next five (5) years (2022-2027).
5. Quantify capital project construction costs necessitated by and attributable to new development within the service area and to Impact Fees over the next five (5) years (2022-2027).
6. Recommend and develop a plan for awarding a credit for revenues generated by new service units that is used for the payment of improvements included in the capital improvements plan.
7. Summarize our findings and recommendations in a written report.
8. Present a summary of the final Impact Fee Study to City Council.

Project Management

1. JC will host an internal kickoff meeting to review project objectives and deliverables, discuss critical tasks and potential impacts to schedule and budget, and develop a Quality Management Plan (QMP).
2. JC will establish a communication protocol with Johnson City and provide updates accordingly.
3. JC will review and update the project schedule and budget monthly.



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Proposed Fee

In accordance with the Professional Services Agreement between Jones Carter and Johnson City, compensation for Services described herein will be on a lump sum basis as denoted in the amounts below:

<u>Scope</u>		<u>Proposed Fee</u>
1. Capital Improvements Plan Update	(Lump Sum)	\$ 51,000
2. Impact Fee Study	(Lump Sum)	\$ 16,000
3. Project Management	(Lump Sum)	\$ 6,000
4. Reimbursable Expenses	(Estimated cost)	\$ 1,000
TOTAL FEE		\$ 74,000

Compensation for Additional Services (including additional meetings) authorized by the City will be on an hourly basis per the attached Schedule of Hourly Rates. Reimbursable expenses under this contract will be charged based on actual usage in accordance with the attached Schedule of Reimbursable Expenses.

Proposed Schedule

JC will complete the scope of services defined herein according to the attached Project Schedule, commencing with written notice-to-proceed by Johnson City. Based on this schedule, it is anticipated the Project will take approximately 6 months to complete. Some scheduled items depend on receiving timely input from the City. Dates for Meeting with Advisory Committee and Public Hearings are subject to change based on the City's schedule.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal shall be subject to the enclosed Professional Services Agreement and constitutes the entire agreement between Johnson City and Jones & Carter, Inc.
2. The services described herein for a CIP update do not constitute a Water or Wastewater Master Plan. Should the City develop a Water or Wastewater Master Plan, additional CIP projects will likely be identified and the CIP and Impact Fee Study would need to be amended upon its completion.
3. Services requested by the City that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates and Reimbursable Expenses. These schedules are subject to revision in January of each year.
4. The proposed fees shall be considered in their entirety for the scope of services. Should the City wish to contract with JC for only a portion of the work, JC reserves the right to negotiate individual scope items on their own merits.
5. This proposal does not include survey, asset inventory services, CCTV pipe inspections, hydraulic modeling, GIS system updates, or meter data analysis.
6. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



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We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one (1) copy to our office. Should you have any questions, please call 512.441.9493.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dacy V. Thomas'.

Dacy V. Thomas, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read 'Kent J. O'Brien'.

Kent J. O'Brien, P.E.
Vice President

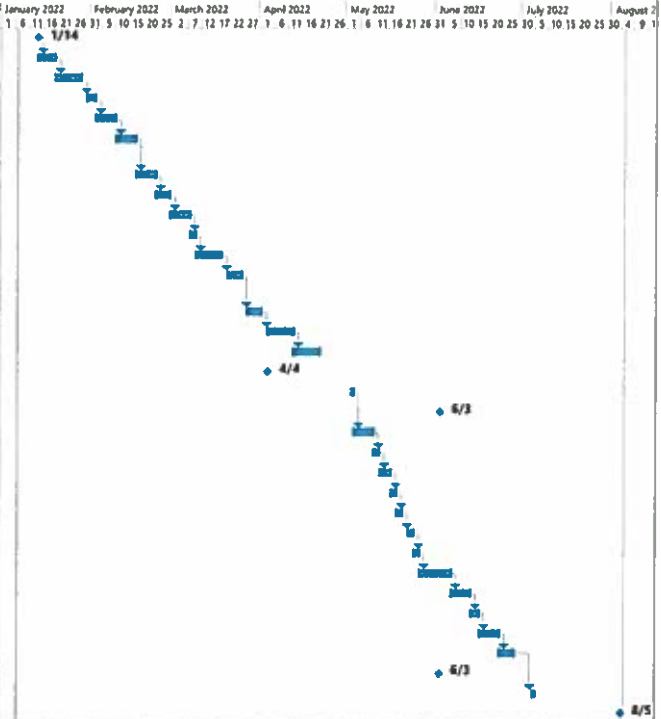
ACCEPTED:

Signature

Name and Title (Printed)

Date

ID	Task Mode	Task Name	Duration	Start	Finish	Preced	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022
1	★	Notice to Proceed	0 days	Fri 1/14/22	Fri 1/14/22		1	6	11	16	21	26	31	5
2	★	Internal Kickoff	4 days	Fri 1/14/22	Wed 1/19/22	1								
3	★	Data Collection	7 days	Thu 1/20/22	Fri 1/28/22	2								
4	★	Data Review	3 days	Mon 1/31/22	Wed 2/2/22	3								
5	★	TCEQ Assessment	5 days	Thu 2/3/22	Wed 2/9/22	4								
6	★	Meeting with Advisory Committee to review TCEQ Assessment and Land Use Assumptions	5 days	Thu 2/10/22	Wed 2/16/22	5								
7	★	Land Use Assumption Updates	5 days	Thu 2/17/22	Wed 2/23/22	6								
8	★	Population Projections	3 days	Thu 2/24/22	Mon 2/28/22	7								
9	★	Future System Assessment	5 days	Tue 3/1/22	Mon 3/7/22	8								
10	★	Create Data Visualizations	2 days	Tue 3/8/22	Wed 3/9/22	9								
11	★	Develop Recommended Projects	7 days	Thu 3/10/22	Fri 3/18/22	10								
12	★	Meet with Advisory Committee to review list of CIP Projects and Land Use Map	5 days	Mon 3/21/22	Fri 3/25/22	11								
13	★	Address Committee Comments	5 days	Mon 3/28/22	Fri 4/1/22	12								
14	★	Prepare Engineer's OPC	7 days	Mon 4/4/22	Tue 4/12/22	13								
15	★	Prepare exhibits for Public Hearing	7 days	Wed 4/13/22	Thu 4/21/22	14								
16	★	LUA and CIP made public, Notice of hearing	0 days	Mon 4/4/22	Mon 4/4/22	14				4/4				
17	★	Public Hearing	1 day	Tue 5/3/22	Tue 5/3/22	15								
18	★	Deadline for Approving LUA and CIP, set hearing on IF	0 days	Fri 6/3/22	Fri 6/3/22	15								
19	★	Address Comments	5 days	Wed 5/4/22	Tue 5/10/22	17								
20	★	Develop Definitive Use Table	2 days	Wed 5/11/22	Thu 5/12/22	19								
21	★	Develop Conversion Table by Type	2 days	Fri 5/13/22	Mon 5/16/22	20								
22	★	Calculate New Development Service Units	2 days	Tue 5/17/22	Wed 5/18/22	21								
23	★	Calculate 5-year Demand for CIP improvements	2 days	Thu 5/19/22	Fri 5/20/22	22								
24	★	Quantify cost of new development as impact fee	2 days	Mon 5/23/22	Tue 5/24/22	23								
25	★	Recommend Ad Valorem Tax Credit	2 days	Wed 5/25/22	Thu 5/26/22	24								
26	★	Draft Impact Fee Study Report	7 days	Fri 5/27/22	Mon 6/6/22	25								
27	★	Internal Review	5 days	Tue 6/7/22	Mon 6/13/22	26								
28	★	Address Internal Comments	3 days	Tue 6/14/22	Thu 6/16/22	27								
29	★	Advisory Committee Review	5 days	Fri 6/17/22	Thu 6/23/22	28								
30	★	Address Committee Comments	3 days	Fri 6/24/22	Tue 6/28/22	29								
31	★	Notice of Impact Fee Hearing	0 days	Fri 6/3/22	Fri 6/3/22	29								
32	★	Hearing on Impact Fee Held	1 day	Tue 7/5/22	Tue 7/5/22	30								
33	★	Deadline for Ordinance Imposing Impact Fee adopted	0 days	Fri 8/5/22	Fri 8/5/22	30								



Project schedule
Date: Fri 1/7/22

Task		Project Summary		Manual Task		Start-only		Deadline
Split		Inactive Task		Duration-only		Finish-only		Progress
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress
Summary		Inactive Summary		Manual Summary		External Milestone		Manual Progress

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SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



SCHEDULE OF REIMBURSABLE EXPENSES
Effective January 2020
Subject to Annual Revision in January 2021

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>		
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds
All sizes \$5.00/sheet (plus above sq. ft. cost)

- 2. Transportation (mileage): Standard IRS mileage rate in effect
- 3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
- 4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2020
Standard

PROFESSIONAL SERVICES AGREEMENT
Between
City of Johnson City, Texas
and
JONES & CARTER, INC.

City of Johnson City, Texas, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

General engineering consultation; general administrative and engineering assistance for the operation of the City; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system problems; preparation of construction drawings and specifications for water plants, wastewater treatment plants, pump/lift stations, or utilities for new sections of development; preparation of capital improvement plan, preparation of Bond Election and Application Reports; preparation of service feasibilities, preparation of wastewater discharge permit applications, water well permit applications, and storm water quality permit applications; contract administration during construction; preliminary and final plat reviews, site plan review and subdivision review, and any additional engineering services requested by CLIENT.

- I. **SERVICES:** Services provided by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by the ENGINEER.
 - A. **GENERAL ENGINEERING SERVICES:** Services will be performed on an ongoing basis for the CLIENT as general engineering consultation. The following services are typical services ENGINEER will perform.
 1. **City Council Meetings:**
 - a. ENGINEER will prepare for and attend scheduled City meetings as agreed to with the CLIENT. This will include time for travel to and from meetings. Preparation for and attendance of council meetings may involve multiple engineers.
 2. **City Operation:**
 - a. General administrative and engineering assistance for the operation of the City; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system issues; review of water and sewer availability requests, periodic inspections of City's facilities; warranty inspections; assistance with annual budget and audit; and other items related to the operation of the City.

3. City Planning and Permits:

- a. Preparation of and updates to CLIENT's Capital Improvement Plan; preparation of feasibility reports; preparation of bond application reports and bond election reports; preparation of Preliminary Engineering Reports; preparation of wastewater discharge permit applications, water-well permit applications, storm water quality permit applications; and other items related to the planning of future projects and permitting needs.

4. Construction Plan Reviews:

- a. Review and supervision of design professionals working on public or private facilities for the City; provide comments to design professionals and updates to the City's Board as necessary; issue plan review, plan approval, or no objection letters for public or private plan reviews.

B. PROJECT SERVICES: Services will be performed for specific projects for the CLIENT as project services. For each project, BASIC SERVICES and ADDITIONAL SERVICES will be performed in accordance with the following descriptions, terms, and conditions.

1. BASIC SERVICES: ENGINEER will perform these services in three phases.

- a. **Design Phase Services:** ENGINEER will discuss the assignment with CLIENT; arrange for ADDITIONAL SERVICES and investigations for CLIENT'S direct payment, as required; prepare signed and sealed construction drawings, technical specifications, and Final Estimated Construction Costs (FECC), as defined in Section II.B.1.a.ii.; submit for necessary approvals from applicable federal, state, and local agencies; and prepare necessary bidding documents.
- b. **Bidding Phase Services:** After completion of the Design phase, ENGINEER will arrange for advertisement as a reimbursable expense, post the bidding documents for review by bidders, answer bidder questions, generate addenda, host a bid opening, prepare a bid tabulation, verify accuracy of the written values as compared to the numerical values on the bid forms, and prepare a Recommendation of Award.
- c. **Construction Phase Services:** After completion of the Bidding Phase, ENGINEER will assist CLIENT in the construction of the

project, including revisions to the construction drawings and technical specifications as necessitated during the bidding process; provide Construction Contract Administration services as described in Section I Construction Contract Administration of Exhibit A – Construction Phase Services. Basic Services shall be deemed complete at the end of the Construction Contract Period of Performance.

2. **ADDITIONAL SERVICES:** All work performed by ENGINEER which is either described in Exhibit B or not included in the BASIC SERVICES defined above shall constitute ADDITIONAL SERVICES.
- II. **COMPENSATION:** CLIENT agrees to pay ENGINEER for above-described services in accordance with the following descriptions, definitions, terms, and conditions.
- A. **GENERAL ENGINEERING SERVICES:** Compensation will be on the basis of ENGINEER'S current Schedule of Hourly Rates, plus all Reimbursable Expenses, or a lump sum basis, all defined as follows:
 1. **HOURLY RATES:** Charges for hourly services will be made in accordance with the attached SCHEDULE OF HOURLY RATES. Hourly rates are subject to annual revision each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
 2. **REIMBURSABLE EXPENSES:** Expenses shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts, surveying expenses, and similar items. Such expenses shall be reimbursed in accordance with the attached SCHEDULE OF REIMBURSABLE EXPENSES. This schedule is subject to annual revision in January of each year that this Agreement is in force. Reimbursable expenses shall also include services performed by a sub-consultant that are not part of a fixed fee under the terms of this contract. Compensation for these services shall be at cost plus ten percent.
 3. **LUMP SUM:** Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the City's Board.
 - B. **PROJECT SERVICES**

1. **BASIC SERVICES:** Compensation for new projects will either be on an HOURLY RATES, LUMP SUM, or an amount equal to a fixed percentage of the Total Construction Cost (as defined in Section II.B.1.a.i.) for the services in each phase as described in the table below:

	Compensation Method	Design Phase Services Fee	Bidding Phase Services Fee	Construction Phase Services Fee	
				Construction Contract Administration "CCA"	Construction Management "CM"***
\$1 - \$600,000	Hourly Rates	Hourly	Hourly	Hourly	By Proposal
\$600,001 - \$4,000,000	% of FECC/TCC	7.50%	0.40%	1.60%	By Proposal
\$4,000,001 and up	% of FECC/TCC	7.00%	0.30%	1.20%	By Proposal

***Construction Management is an Additional Service, and not a Basic Service. The proposed fee and services will be in addition to Construction Contract Administration.

provided, however, that when the ENGINEER is authorized to design (a) an expansion of the CLIENT'S existing water plant(s), wastewater treatment plant(s), or pump/lift station(s), or (b) modifications to any component of the existing water plant(s), wastewater treatment plant(s), or pump/lift station(s), compensation for these projects will either be HOURLY RATES, LUMP SUM, or an amount equal to a fixed percentage of the Total Construction Cost (as defined in Section II.A.1.) for the services in each phase as described in the table below:

	Compensation Method	Design Phase Services Fee	Bidding Phase Services Fee	Construction Phase Services Fee	
				Construction Contract Administration "CCA"	Construction Management "CM"***
\$1 - \$600,000	Hourly Rates	Hourly	Hourly	Hourly	By Proposal
\$600,001 - \$4,000,000	% of FECC/TCC	9.75%	0.40%	1.85%	By Proposal
\$4,000,001 and up	% of FECC/TCC	9.00%	0.30%	1.70%	By Proposal

***Construction Management is an Additional Service, and not a Basic Service. The proposed fee and services will be in addition to Construction Contract Administration.

- a. **Construction Cost:**
- i. Total Construction Cost, TCC, shall be the actual cost to the CLIENT of the completed construction project, exclusive of deductive change orders, including all change orders during construction, plus the amount of the proposal received from the successful bidder for

each additive alternate not used (or the amount shown in the FECC, if no proposal is received);

1. Total Construction Cost shall not be based on nor include:

- a. Compensation payable to ENGINEER, or sub-consultants: architect, surveyor or other engineer under this agreement; or
- b. Expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.

ii. Final Estimated Construction Cost (FECC) shall be based on the ENGINEER'S opinion of probable construction cost prior to the receipt of bids. This shall include the greater amount of all included or excluded alternates. Items addressed as clarifications during the bid phase, or additional scope added prior to the opening bids shall be added to and considered part of the FECC.

b. Adjustment to Compensation:

- i. If a construction contract is not bid and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for the Design Phase Services shall be calculated based on the FECC outlined above excluding contingencies.
- ii. If a construction contract is advertised for bids and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for Design Phase Services shall be calculated based on the TCC of the low bid.
- iii. If a construction contract is modified via change order, the design fee shall be modified to include the positive value of the change order, subject to the adjustments in subsection iv below.
- iv. If a construction contract is awarded within three (3) months from the date final plans and specifications were submitted to the CLIENT for approval, the final payment

to the ENGINEER for Design Phase Services will be based on the TCC for the construction package.

- v. Notwithstanding the foregoing, the basis for the ENGINEER'S compensation for BASIC SERVICES shall not be (i) less than 90% of the FECC, or (ii) more than 110% of the FECC.
 - vi. At CLIENT'S option, any overpayments made by the CLIENT shall be handled as follows:
 - 1. The overpayment shall be credited against future fees due to the ENGINEER; or
 - 2. The ENGINEER shall pay the CLIENT the overpayment within 45 days of notification.
 - 2. **ADDITIONAL SERVICES:** Unless negotiated otherwise, compensation will be on the basis of ENGINEER'S current SCHEDULE of HOURLY RATES, plus REIMBURSABLE EXPENSES both defined in Section II.A or on a LUMP SUM basis as described in Section II.B.3.
 - 3. **LUMP SUM:** Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the City's Board.
- III. **PAYMENTS:** Engineer will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the BASIC SERVICES completed, plus charges for ADDITIONAL SERVICES performed. CLIENT agrees to promptly pay ENGINEER with electronic Automated Clearing House payments or checks, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, estimates, specifications, field notes, and data are and shall remain the property of the ENGINEER. CLIENT may at its expense obtain a set of reproducible record copies of construction drawings, technical specifications and other signed and sealed deliverable documents, but agrees that CLIENT will use such copies solely in connection with the project(s) covered by this Agreement and for no other purpose. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall indemnify and

hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Under no circumstance shall the CLIENT be entitled to ENGINEER'S intellectual property including, but not limited to, design files, CAD files, electronic files, and other non-deliverable documents. ENGINEER will retain documents for a period of time, but will destroy all documents in accordance with ENGINEER'S most current document retention policy.

- V. **OPINIONS OF PROBABLE CONSTRUCTION COST:** Opinions of Probable Construction Cost prepared by the ENGINEER represent its best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by ENGINEER.
- VI. **INSURANCE:** ENGINEER agrees to maintain Comprehensive General Liability, Professional Liability, and Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. The coverages of these policies are as described below.
- A. **COMPREHENSIVE GENERAL LIABILITY:** including commercial liability - \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made") basis.
- B. **UMBRELLA LIABILITY:** \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof.
- C. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim and \$1,000,000 annual aggregate.
- D. **WORKERS' COMPENSATION INSURANCE:** to cover all of its own personnel engaged in performing services for CLIENT under this Agreement with employer's liability limits of \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 each policy limit.
- VII. **LIABILITY LIMITATION:** The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.

- VIII. **INDEMNIFICATION:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the ENGINEER'S negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom the ENGINEER is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless, to the extent allowed by law, from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of CLIENT'S contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from any Project that is the subject of this AGREEMENT.

The ENGINEER is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

- IX. **CONSEQUENTIAL DAMAGES:** The CLIENT shall not be liable to the ENGINEER and the ENGINEER shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or the ENGINEER employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

X. **TERMINATION**

A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.

B. **COMPENSATION PAYABLE ON TERMINATION:** On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A of II.B, as applicable, with respect to GENERAL ENGINEERING SERVICES and any phase of BASIC SERVICES, as part of PROJECT SERVICES, which has been completed plus an amount fixed by applying the rate specified in paragraph II.B.2 to all ADDITIONAL SERVICES performed to date of termination (including all Reimbursable Expenses incurred).

- XI. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds itself, and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

XII. **SPECIAL PROVISIONS:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

A. All letter proposals describing the scope of services, method of compensation, and any special contractual provisions, that are mutually agreed upon shall become part of this Agreement.

B. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.

XII. **INVALIDATION AND MODIFICATIONS:** If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

This Agreement shall be governed by the laws of the State of Texas. Executed and effective this ____ day of _____, 2021.

City of Johnson City
c/o Rick A. Schroeder
Chief Administrative Officer
303 E. Pecan Street
Johnson City, Texas 78636

JONES & CARTER, INC.
J. Kent O'Brien, P.E. Vice President
3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741

BY: _____

BY: _____

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

Version 12.13.18

EXHIBIT A - Construction Phase Services

I. Construction Contract Administration ("CCA")

Administration services during construction include activities (other than field services) supporting the construction of the project on behalf of the CLIENT. These services must be accompanied by Field Project Representation. Contract Administration services consist of the following:

1. Creation/collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance
2. Facilitate bond and insurance review by Client's designated agent
3. Maintain complete knowledge of the contract, general conditions, special conditions, and addenda
4. Facilitation of the contractual and agreed upon lines of communication
5. Sending contractual notices to all parties
6. Receive, review and recommend periodic contractor pay requests. Provide written recommendation of payment to CLIENT based upon on-site observations
7. Processing RFIs and RFPs (technical design review is not included)
8. Change order preparation and processing, quantity and price assessment
9. Schedule monitoring
10. Managing pre-construction meeting
11. Management of submittals, Samples and Shop drawings (technical design review is not included)
12. Generating close-out documents
13. File management
14. Minimum level of documentation and reporting limited to a monthly summary of construction activities
15. Coordination of construction staking (this does not apply if work is in contractors bid scope)
16. Coordination of materials testing (this does not apply if work is in contractors bid scope)
17. Verification that there is a safety plan
18. Issuance of a Certificate of Substantial Completion to Client

If CCA is selected for a project, the compensation will be in accordance with the applicable table in Section II.B.1.

II. Construction Management ("CM")

In addition to the items included in Construction Contract Administration, Construction Management services shall include the following:

1. Maintenance of a Critical Path Method schedule and monthly updating by the Contractor
2. Active engagement with the Contractor for work sequencing, phasing and shut-downs
3. Coordination of multiple contractors working under multiple contracts on-site simultaneously rather than in series

4. Earned Value Modeling
5. Verification of test results, construction methods, planning, and review of Contractor's QA/QC plans
6. Highest level of documentation and reporting (detail, frequency, method, accessibility (client portal), delivery)
7. Attempt to resolve issues before disputes arise
8. Assist in risk mitigation including assessment of the Contractor's schedule and construction sequencing to limit interruptions to the Client's services, reduction in construction delays
9. Fee management of our subconsultants and the Client's
10. Change order negotiation/cost verification
11. Provide regular and thorough communication with the project team

Construction Management of large projects can benefit by having "resident" personnel on the project site. With resident services, a registered Professional Engineer or Certified Construction Manager will work from a temporary office trailer at the project site for the entire active duration of the construction contract. The cost of the trailer can be included in the fee. The Resident Engineer or Construction Manager will share duties with the Field Project Representative to enhance the Construction Management and Field Project Representation services. Level II Field Project Representation is required for all Construction Management jobs.

Construction Management fees, including resident services, are determined on a project by project basis in accordance with the applicable table in Section II.B.1. A written proposal will be provided to the CLIENT if these services are requested.

III. Field Project Representation

Field project representation services generally consist of full-time or part-time on-site project representative(s) to assist the ENGINEER and to provide more extensive observation of the Contractor's work. Presence of ENGINEER Field Project Representatives does not guarantee the contractor's work shall be free of defect, but is intended to improve the CLIENT's familiarity with the contractor's progress and quality of work. ENGINEER can provide different levels of observation to meet the CLIENT's needs. A description of ENGINEER's duties for the two different levels of observation are described below.

1. Work Observation: Level I (Periodic Part-Time Representation for Major Activities)

- a. Spot check field-testing and other field quality assurance testing activities (while on-site)
- b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
- c. Monitor the Contractor's maintenance of record drawings
- d. Provide field coordination and field communication between CLIENT and the Contractor
- e. Occasional field attendance by construction project manager
- f. Coordination of field project representatives
- g. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted.
- h. Prepare a summary of work observed during each visit

Major Activity Examples:

Bedding and Backfill of WS&D

Tunneling, Boring and Jacking

Subgrade Stabilization & Compaction

Mandrel, Pressure, Vacuum or other Testing

Form and Rebar Placement

Concrete Placement

Equipment Setting & Start-Up

Clear Water Tests

Commissioning of Equipment

Process Switchovers

Start-up of Bypass Activities

Coatings

Any activity that interrupts service to City's customers

Traffic Control Set-Up

2. Work Observation: Level II (Full-Time Representation)

Minimum project duration may apply. Includes scope of Work Observation: Level I, plus the following:

- a. Observe work performed for compliance with the contract documents. Observation includes no more than 40 hours per week on-site (plus travel time). The 40 hours per week include performing all the tasks listed in Work Observation Level I plus the tasks noted below.
 - i. Monitor and track quantities of work performed
 - ii. Monitor and track Contractor's crews and equipment on-site
 - iii. Validate impact-days daily
 - iv. Match concrete batch tickets to placement locations
 - v. Attendance at minor activities
 - vi. Prepare a daily summary of work observed
 - vii. Weekly aerial video
 - viii. Aerial photogrammetry for quantity verification

Exhibit B – Additional Services

Additional Services general consist of optional services, or services normally performed by others or under separate ENGINEER scope. Each project will require Additional Services which may include:

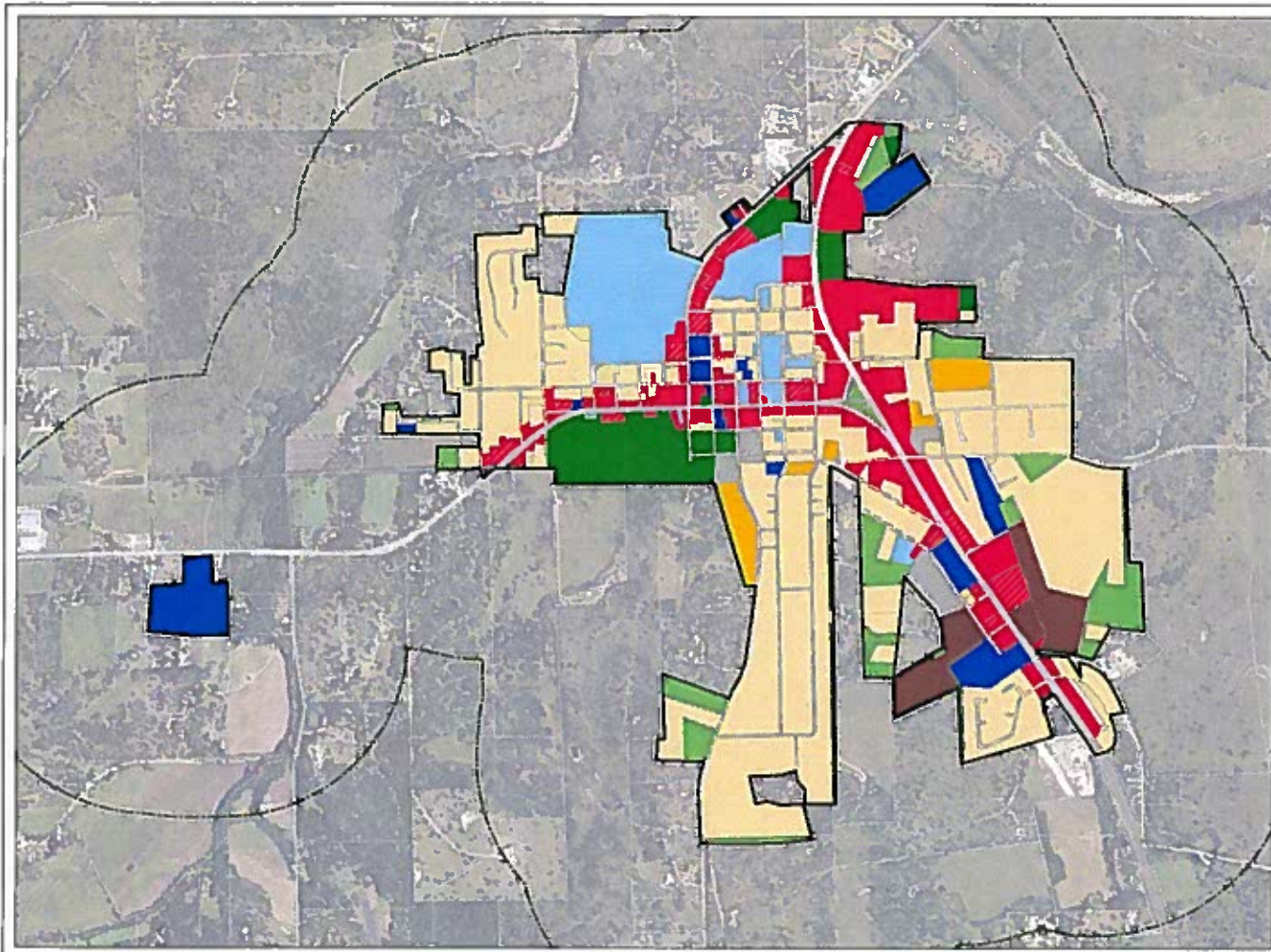
- a. Preliminary Engineering Reports, evaluation or feasibility reports, special reports or studies, comparative analyses, traffic studies, property maps, environmental investigations preparation of environmental statements, applications for permits or grants, appearances before regulatory agencies, and required filing fees;
- b. Renderings, exhibits, or scale models;
- c. Update of CLIENT GIS, including monthly update of water, sanitary sewer, and drainage facilities, repair data, as applicable.
- d. Services, including field observations during the design phase, to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by CLIENT;
- e. Field surveys, construction staking, lot staking, and related office computations and drafting;
- f. Review of utility CCTV footage and field survey of manhole conditions
- g. Storm water pollution prevention plans and traffic control plans;
- h. Storm water pollution prevention plan best management practices observation and reporting
- i. Evaluation of, or use of, alternative delivery options such as Evaluated Bids, Competitive Sealed Proposals, Design Build, Construct Manager AT Risk, post bid evaluation services including evaluation of bid proposals, evaluation of alternative bid items, post bid value engineering;
- j. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work;
- k. Computer/controls programming and configuration services;
- l. Change order negotiation and dispute resolution, to the extent possible, with the Contractor;

- m. Printed copies of construction documents;
- n. Construction management as described in Section II Construction Management of Exhibit A – Construction Phase Services;
- o. Field Project Representation, either Work Observation Level I, II, or III as described in Section III Field Project Representation Services of Exhibit A – Construction Phase Services;
- p. Drone inspection;
- q. Field visits by the design team to observe construction progress, observe the completed construction for conformity to contract documents, and assist in the startup and commission of facilities;
- r. Additional or extended services during construction past the original substantial completion date of the construction Contract Period of Performance made necessary by defective or neglected work of contractor; prolongation of construction contract, acceleration of work schedule involving services beyond normal working hours; default under construction contract due to delinquency or insolvency; or work damaged by fire or other cause during construction;
- s. Contractor's Insurance and bond verification;
- t. Contractor's surety assistance or coordination in any way but usually in the event of a potential default;
- u. Claims analysis and consulting, liquidated or actual damage determinations;
- v. Attendance at multiple start-ups during construction due to Contractor performance;
- w. Attendance at monthly construction meetings;
- x. Structural and MEP inspection for items not designed by JC;
- y. Revisions to construction documents after project completion to indicate "Record" conditions, and operation and maintenance manual review and preparation;
- z. Travel and subsistence;
- aa. Soil borings; soil, mill, shop, and laboratory tests;
- bb. Services in conjunction with preparation, calculation and submittal of subdivision plats;

- cc. Witness factory testing;
- dd. O&M support including observation, active participation in Owner training, preparation of comprehensive and integrated O&M manuals, and Emergency Planning;
- ee. Landscape and irrigation services;
- ff. Lot grade verification;
- gg. Acting as CLIENT interface with effected residents;
- hh. Services as an expert witness including preparation of engineering data and reports on behalf of the CLIENT or in connection with litigation or other controversies, or in consultation with CLIENT or attorneys;
- ii. Process estimation including observation, active participation in Owner training, including observation, active participation in Owner training, and preparation of Standard Operating Procedures;
- jj. 11 month warranty inspection;
- kk. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice;

Johnson City Utility Data

January 7th, 2022

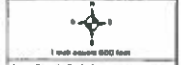


VICINITY MAP
Scale: 1 inch equals 20 miles

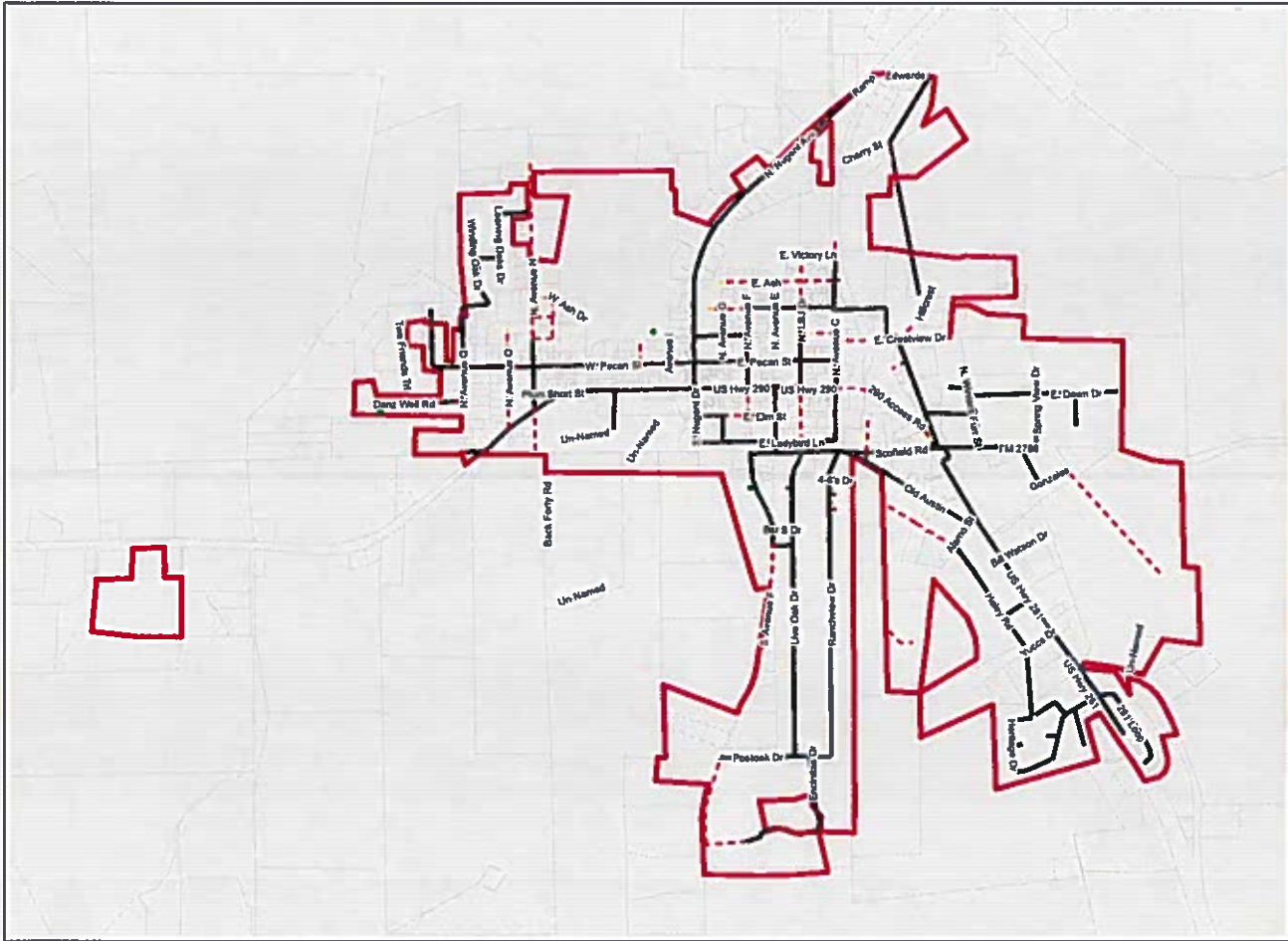
- LEGEND**
- City Limits
 - City
 - Agriculture/Undeveloped
 - Semi-Developed
 - Recreation/Open Space
 - Institutional
 - Public Use
 - Single-Family
 - Multi-Family
 - Future Commercial
 - Commercial/Retail
 - Utility
 - Industry/Warehouse
 - Property Lines

**EXISTING LAND USE
2016-2030**

**CITY OF JOHNSON CITY
BLANCO COUNTY, TEXAS**



JONES CARTER
Texas Registered Professional Engineer, Registered Professional Surveyor, Registered Professional Planner



VICINITY MAP
Scale: 1 inch equals 10 miles

- LEGEND**
- City Limits
 - Property Lines
 - 10" Waterline
 - 8" Waterline
 - 6" Waterline
 - 4" Waterline
 - 2" Waterline
 - Storage Tanks

City of Johnson City
BLAND COUNTY, TEXAS



Water System Exhibit



1 inch equals 1,200 feet

NOTES:
This project is intended for utility construction purposes and does not constitute a design for construction or construction management. It does not constitute an engineering, architectural, or surveying project. It is not intended to be used for any other purpose. The user assumes all liability for any use of this exhibit. The user assumes all liability for any use of this exhibit. The user assumes all liability for any use of this exhibit.

CITY OF JOHNSON CITY WASTEWATER TREATMENT FACILITY

FACILITY	Address	Property ID	Replacement Value
Wastewater Treatment Plant	Resort Rd.	2592	\$4,080,000
Quantity/Flow Rate per day	Rate is .303 170,000 gpd		
Influent Quality	03/05/15		
Effluent Quality Req'd	03/05/15		
Type of Plant (ASP,SBR,SBBR,MBR, MBBR, or other)	Activated Sludge		
Mechanical Specs Available?	3-T series & 1 hydromatic, 5-25 hp Blower, 1 chlorine Reuse pump		
Automation/Control Specs Available?	VFD*		
Packaged Plant (Y/N)	no		
Aerial or onsite pictures?			
Onsite Buildings (uses/sizes)	1-office	10x15	metal
	1 garage	20 x 40	metal
	1-chlorine	15 x 15	metal
	1 Sludge bldg	30 x 15	metal
	2 Pump bldg	15x5, 5x5	cinder block



CITY OF JOHNSON CITY WATER WELL FACILITIES

FACILITY	Address	Property ID	Well Diameter	Pump Size	Expected Flow Rate (gpm)	Well Depth	Replacement Value
Well #1	N. Avenue J	2443	6	10hp	40	500	\$188,400
Well #2	N. Avenue J	14202	6	15 hp	150	350	\$851,900
Well #3	Danz Well Rd.	14154	4	5 hp	40	200	\$1,055,200
Well #4 - West Well	West U S 290	2594	6		4&5 500	300	\$360,000
Well #5 - West Well	West U S. 290	2594	6		combined		\$360,000
Well #1 no additional bldgs or equipment Well #2 Pump Bldg 40x40; generator 50kw; Groundwater storage Tank 95,000 gallons Well #3 2 - grondwater storage tanks 100,000 gallons each; 2 -highservice pumps 25 hp each, 1 bldg with meter inside Well #4 & 5 1 chlorine rm. 1hp 10x10 building							

CITY OF JOHNSON CITY WATER PRESURE STATION FACILITY

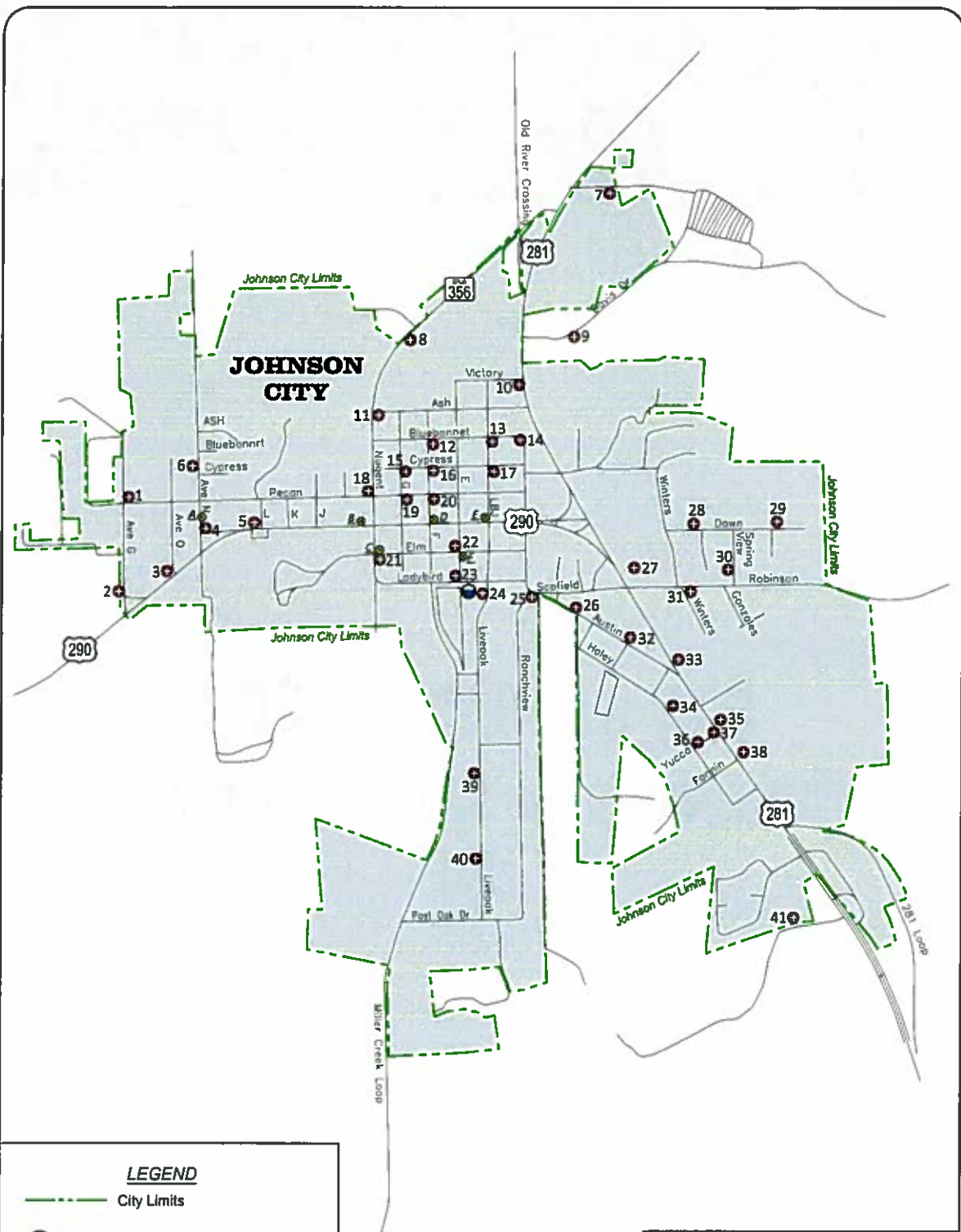
FACILITY	Address	Property ID		Replacement Value		
Water Pressure Station	Post Oak Dr	7582		\$520,000		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"> Pressure Reducing station? (\ no Booster Station? (Y/N) yes Building (size) 6' x 10' Intake Pump(s) (#/Sizes) 2" gravity Booster Pump(s) (#/Sizes) 2" -3hp pumps Expected Flow Rate 8,000 gpd Valve Specs 2" Well Well Dimensions </td> <td style="width: 70%;"></td> </tr> </table>					Pressure Reducing station? (\ no Booster Station? (Y/N) yes Building (size) 6' x 10' Intake Pump(s) (#/Sizes) 2" gravity Booster Pump(s) (#/Sizes) 2" -3hp pumps Expected Flow Rate 8,000 gpd Valve Specs 2" Well Well Dimensions	
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CITY OF JOHNSON CITY ELEVATED WATER STORAGE FACILITY

FACILITY	Address	Property ID		Replacement Value
Elevated Water Storage Tank	E. LadyBird Ln.	15251		\$1,003,000
Capacity		150,000		
Type (composite/Steel)		Steel		
If Steel: Fluted, sphere, or multi-leg?		sphere		





LEGEND

- City Limits
- = Existing 150,000 Gallon Elevated Tank
- = Insertion Valve
- = Existing Fire Hydrant Location and Reference Number

(Fire Hydrant)
(Valve) (Water Main)



FIGURE 1

WATER LOSS MITIGATION PROJECT
City of Johnson City, Texas

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com



303 E. Pecan Dr. Johnson City, TX 78636 | P.O. Box 369 Johnson City, TX 78636
Phone: 830.868.7111 | Fax: 830.868.7718 | Web: www.JohnsonCityTX.org

City of Johnson City

Water Conservation and Drought Contingency Plan 2021

Adopted by City Council: June 1, 2021

TABLE OF CONTENTS

WATER CONSERVATION PLAN

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ATTACHMENTS

- ATTACHMENT A: ORDINANCE ADOPTING WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS
- ATTACHMENT B: WATER SYSTEM SERVICE AREA MAP
- ATTACHMENT C: UTILITY PROFILE WORKSHEET
- ATTACHMENT D: WATER RATE SCHEDULE
- ATTACHMENT E: DROUGHT CONTINGENCY PLAN
- ATTACHMENT F: CORRESPONDENCE WITH TWDB REGIONAL WATER PLANNING GROUP

WATER CONSERVATION PLAN

I. Planning Area

The City of Johnson City (City) is located in Blanco County, Texas at the intersection of US Highway 281 and US Highway 290. Johnson City's estimated 2020 US Census population is 2,235 people, up from 1,656 people in the 2000 US Census. The current population within the service area is approximately 2,235 based on the best available information. The City's Water System Service Area is shown in Attachment B.

II. Water and Wastewater Systems

The City's public water supply system currently serves approximately 883 connections, and its raw water supply includes a 150 million gallon permit issued by the Blanco-Pedernales Groundwater Conservation District. The City's raw water supply is capable of serving upwards of 2,000+ connections.

Detailed water system data is provided in the Utility Profile Worksheet in Attachment C.

The City's drinking water distribution system includes high service pump stations, an elevated storage tank, and a ground storage tank(s) at each well site. The combined ground storage volume is 450,000 gallons, and the high service pump capacity is 2,000 gallons per minute (GPM).

The City's wastewater system generally includes a system of gravity collection mains that convey wastewater to main lift stations. Main lift stations pump wastewater to a 0.303 MGD wastewater treatment plant owned and operated by the City. After treatment, the wastewater is discharged to Town Creek, which is a tributary of the Pedernales River.

Detailed wastewater system data is provided in the Utility Profile Worksheet in Attachment C.

III. Specific, Quantified 5 and 10-Year Targets and Goals

The City recognizes the importance of developing effective water conservation and emergency water demand management plans. Proper planning will allow system users to conserve water and ensure adequate water supply during shortages due to system constraints or drought. The Texas Water Development Board (TWDB) Regional Water Plan and associated water management strategies include water conservation as a significant goal. The City will establish an overall goal of 0.5% reduction per year over 10 years. The City seeks to reduce total per capita water consumption to below 78 gallons per capita, per day. The City has established the following goals to meet State and regional goals for its water conservation plan:

- A. Reduce per capita consumption. The City's 5-year average (2014-2019) per capita treated water consumption was 105 gallons per day. The City endeavors to reduce the total gallons consumed per capita per day (GPCD) to 100 gallons in five years, and 95 gallons per day in ten years. The City also aims to reduce the total residential GPCD to 44 gallons per day in five years and 42 gallons per day in ten years.
- B. Reduce unaccounted water. The City's 5-year average per capita unaccounted water for 2014-2019 was 10 gallons per day. This number has not been accurately tracked in the previous years. The City's goal is to reduce the unaccounted water in the next five years to 6 GPCD in five years and 5 GPCD in ten years.

IV. Master Metering Devices

The City uses master meters at the wellheads to measure the amount of water pumped into the system. The City will test and calibrate master meters annually to maintain their accuracy to within plus or minus 5%.

V. Universal Metering

The Water Conservation Plan must include a program for universal metering for both residential, commercial, and public water users; meter testing and repair; and periodic meter replacement.

All customer service connections are currently metered. The City has established a plan to replace broken or otherwise malfunctioning meters. Production meters larger than 1 inch will be tested annually, and meters 1 inch and smaller will be tested once every ten years. Residential meters recording greater than 1,000,000 gallons will be replaced, and suspicious meters that record abnormally low usage will be tested and/or replaced.

VI. Record Management Program

The City maintains a database of all water customers; City personnel use this data to record water sales and determine the amount of water loss in the system (by comparison to the amount of water pumped into the system).

VII. Metering/Leak-Detection and Repair Program

Universal metering of all retail customers is already in place in the water system. The City's current leak detection system consists of the following:

- A. Comparing treated water pumped into the system to potable water metered to customers monthly.

- B. Visual surveillance by City personnel and daily monitoring of system usage and storage tank levels.
- C. Review of water bills to inform users of large increases in water usage.

The City plans to expand its current leak detection system by implementing the following:

- A. Continued upgrades to the City's SCADA system to ensure accurate data.
- B. Water billing system upgrades.
- C. Continued replacement of all out-dated water meters to radio read meters for data driven accuracy.
- D. Magnetic meters installed at well heads.
- E. Third party review of selected meters monthly.
- F. Citizen driven leak motoring and online reporting system.

VIII. Unaccounted Water Use

Several methods are used to find and control unaccounted water usage. City personnel continuously survey distribution lines for leaks, abandoned services, and illegal connections. Periodic review of water pumped into the system versus water sold to customers is also performed to monitor excessive losses. The City plans to install meters at all connections to accurately monitor all water use. Further, the City strives to estimate the amount of unmetered water used for flushing water lines.

IX. Continuing Public Education and Information

Through education and information dissemination, the City will continue to inform its water customers of the benefits of water conservation. The City will accomplish this goal by implementing the following steps:

- A. The City will annually distribute educational materials developed by its staff, Texas Water Development Board, Texas Commission on Environmental Quality, and other sources to its customers. The information will be made available through the City's website, at City Hall, and on the City's social media sites. Information will also be included in customer's monthly bills and new utility customer enrollment packets.
- B. Annually, the City will report on the effectiveness of the City's water conservation measures, including the per capita water usage and the annual water loss. If the Water Conservation Plan is not effective, City staff will seek TWDB approval to modify the plan to increase its effectiveness. The City will send a copy of the annual report to the TWDB Executive Administrator.

X. Non-Promotional Water and Wastewater Rate Structure

The City has adopted a rate structure that does not encourage the excessive use of water. A schedule of the current water rates is provided in Attachment D.

XI. Enforcement Procedure and Plan Adoption

The Water Conservation Plan will be adopted by ordinance of the City Council. A copy of the ordinance is included as Attachment A.

XII. Contract Requirements for Successive Customer Conservation

Not applicable. The City does not supply water or wastewater services to entities that, in turn, provide services to an ultimate consumer.

XIII. Record Management System

The Plan must include a record management system to record water pumped, the delivery of water, water sales, and water losses that allows for the desegregation of water sales and uses into the following user classes: residential; commercial; public and institutional; and industrial.

The City currently maintains records of water pumped and water sold. The City is implementing a record system to record water losses. The accounting system allows for the segregation of water sales and uses in the following categories: residential, commercial, industrial, and public/institutional.

XIV. Plumbing Codes

The City has adopted the 2015 International Building Series as published by the International Code Council (ICC), as its standard for new construction and remodeling.

XV. Implementation Schedule

- Master meters will be tested and calibrated annually
- Meters 1 inch and smaller will be monitored for accuracy and replaced on a 10-year cycle.
- Water audits are conducted annually to identify water losses.
- Known water losses are corrected immediately, and deteriorating water mains are replaced on an ongoing basis.
- Educational materials will be made available on the City's website, at City Hall, and through billing statements annually.

- Visual leak detection inspections are performed on an ongoing basis.

XVI. Tracking Implementation and Effectiveness

The City will track the established goals by utilizing the following procedures:

- Logs shall be maintained for meter calibration, meter testing, and meter replacement.
- Annual water audits shall be documented and kept in utility department files.
- Ordinance(s) will document all changes in water rates.
- A record of the location of leaks repaired will be maintained to identify lines needing replacement.

Attachment A

Ordinance Adopting a Water Conservation and Drought Contingency Plans

ORDINANCE NO. 21-0601

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS AMENDING CHAPTER 13 UTILITIES, ARTICLE 13.05 DROUGHT CONTINGENCY PLAN OF THE MUNICIPAL CODE OF ORDINANCES BY ADOPTING WATER CONSERVATION AND DROUGHT CONTINGENCY PLANS FOR THE CITY OF JOHNSON CITY TO PROMOTE THE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES AND RESTRICTIONS; INCORPORATING RECITALS; AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Johnson City, Texas recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City recognizes that drought, system failures, and other acts of God may occur, and that the City cannot always guarantee uninterrupted water supply for all purposes; and

WHEREAS, the City desires to conserve water resources and prepare for drought; and

WHEREAS, the City desires to comply with the Texas Water Code and applicable rules and regulations of the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ) which require these plans for all public water supply systems; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code and in the best interest of its citizens and customers, the City is authorized to adopt ordinances it deems are necessary and expedient to preserve and conserve its water resources and prepare for drought.

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

SECTION I. AMENDMENT. The City Council amends Municipal Code of Ordinances Chapter 13 *Utilities*, Article 13.05 *Drought Contingency Plan* in its entirety as follows:

“Article 13.05 *Water Conservation and Drought Contingency Plans*
Division 1 *Water Conservation Plan*

Sec. 13.05.001 *Adopted*

The Water Conservation Plan, as amended, is included at the end of this Chapter as Exhibit A.

Secs. 13.05.002 – 13.05.010 Reserved.

Division 2 *Drought Contingency Plan*

Sec. 13.05.011 *Declaration of Policy, Purpose, and Intent*

1) To conserve the available water supply and protect the integrity of water supply facilities, with regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Johnson City hereby adopts the following regulations and restrictions on the delivery and consumption of water.

2) Water uses regulated or prohibited under this Division are non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water, which subjects the offender(s) to penalties as defined in Section 13.05.020 hereof.

Sec. 13.05.012 *Public Involvement*

Opportunity for the public to provide input into the preparation of this Plan was provided by the City of Johnson City by means of public comment during a public meeting.

Sec. 13.05.013 *Public Education*

The City of Johnson City will periodically provide the public with information about this Plan, including information about the conditions under which each stage of this Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, social media notifications, utility bill inserts, and/or website postings.

Sec. 13.05.014 *Coordination with Regional Water Planning Groups*

The service area of the City of Johnson City is located within the Region K Water Planning Group, and the City of Johnson City has provided a copy of this Plan to the Region K Water Planning Group.

Sec. 13.05.015 *Authorization*

The Chief Administrative Officer (CAO), or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The CAO or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Sec. 13.05.016 *Application*

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Johnson City. The terms "person" and "customer", as used in this Plan, include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 13.05.017 *Definitions*

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use shall mean water use for ornamental or decorative purposes, such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use shall mean water use which is integral to the operations of commercial, non-profit, and governmental entities, such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation shall mean those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer shall mean any person, company, or organization using water supplied by the City of Johnson City.

Domestic water use shall mean water use for personal needs or for household or sanitary purposes, such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address shall mean street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use shall mean the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use shall mean water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use shall mean water uses that are not essential, nor required, for the protection of public, health, safety, and welfare, including:

- 1) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- 2) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
- 3) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- 4) use of water to wash down buildings or structures for purposes other than immediate fire

- protection;
- 5) flushing gutters or permitting water to run or accumulate in any gutter or street;
 - 6) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
 - 7) use of water in a fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life;
 - 8) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - 9) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address shall mean street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Sec. 13.05.018 *Criteria for Initiation and Termination of Drought Response Stages*

- 1) The Public Works Director or his/her designee shall monitor water supply and/or demand conditions daily and shall determine when conditions warrant initiation or termination of each stage of this Plan, that is, when the specified “triggers” are reached.
- 2) Utilization of alternative water sources and/or alternative delivery mechanisms. The City of Johnson City has no other alternative water source(s).
- 3) The triggering criteria described below are based on the draw down levels of City water wells and system capacity.
- 4) Stage 1 Triggers – MILD Water Shortage Conditions
 - a. Requirements for initiation
 - i. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Sec. 13.05.017 *Definitions*, when the City’s well(s) draw down level is equal to or less than 80 percent of the well’s original capacity and/or when pumping time from wells meets or exceeds 50% of one day (24 hrs.) or 12 hrs. for three consecutive days.
 - b. Requirements for termination
 - i. Stage 1 of this Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.
- 5) Stage 2 Triggers – MODERATE Water Shortage Conditions
 - a. Requirements for initiation
 - i. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, defined in Sec. 13.05.017 *Definitions*, when the City’s well(s) draw down level is equal to or less than 70 percent of the well’s original capacity and/or when pumping time from wells meets or exceeds 70% of one day (24 hrs.) or 14.5

hours for three consecutive days.

b. Requirements for termination

i. Stage 2 of this Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

6) Stage 3 Triggers – SEVERE Water Shortage Conditions

a. Requirements for initiation

i. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, defined in Sec. 13.05.017 *Definitions*, when the City's well(s) draw down level is equal to or less than 60 percent of the well's original capacity and/or when pumping time from wells meets or exceeds 75% of one day (24 hrs.) or 17 hours for three consecutive days.

b. Requirements for termination

i. Stage 3 of this Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

7) Stage 4 Triggers – CRITICAL Water Shortage Conditions

a. Requirements for initiation

i. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses, defined in Sec. 13.05.017 *Definitions*, when the City's well(s) draw down level is equal to or less than 50 percent of the well's original capacity and/or when pumping time from wells meets or exceeds 80% of one day (24 hrs.) or 20 hours for three consecutive days.

b. Requirements for termination

i. Stage 4 of this Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 4, Stage 3, or the applicable drought response stage based on the triggering criteria, becomes operative.

8) Stage 5 Triggers – EMERGENCY Water Shortage Conditions

a. Requirements for initiation

i. Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the Public Works Director, or his/her designee, determines that a water supply emergency exists based on:

b. Major water line breaks, or pump or system failures occur, which cause unprecedented loss

of capability to provide water service; or

- c. Natural or man-made contamination of the water supply source(s).
- d. Requirements for termination
 - i. Stage 5 of this Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

9) Stage 6 Triggers – WATER ALLOCATION

- a. Requirements for initiation
 - i. Customers shall be required to comply with the Water Allocation Plan, prescribed in Section 13.05.019 hereof, and the requirements and restrictions for Stage 5 of this Plan when the capacity of the City's wells is equal to or less than 40 percent of original capacity.
- b. Requirements for termination
 - i. Water allocation may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Sec. 13.05.019 *Drought Response Stages*

The Public Works Director, or his/her designee, shall monitor water supply and/or demand conditions daily and, in accordance with the triggering criteria set forth in Section 13.05.018 hereof, shall determine that a mild, moderate, severe, critical, emergency, or water allocation condition exists. The Public Works Director shall inform the CAO, who shall implement the following notification procedures:

1) Notification of the Public

- i) The CAO or his/ her designee shall notify the public by means of:
 - (1) Publication in a newspaper of general circulation;
 - (2) Direct mail to each customer or information included with utility billings;
 - (3) Announcements on the City's website and social media sites;
 - (4) Public service announcements; and/or
 - (5) Signs posted in public places.

2) Additional Notification

- i) The CAO or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:
 - (1) Mayor and members of the City Council;
 - (2) Fire Chief;
 - (3) County Emergency Management Coordinator;
 - (4) TCEQ;
 - (5) Major water users; and

(6) Critical water users.

3) Stage 1 Response – MILD Water Shortage Conditions

Target: Achieve a voluntary 5 percent reduction in daily demand.

- i. Voluntary Water Use Restrictions for Reducing Demand:
 - a. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
 - b. All operations of the City of Johnson City shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
 - c. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

4) Stage 2 Response – MODERATE Water Shortage Conditions

Target: Achieve a 10 percent reduction in daily demand.

- i. Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

 - a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
 - b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent

upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

- c. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of midnight and 10:00 a.m. and 8 p.m. to midnight.
- d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Johnson City.
- f. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of midnight and 10:00 a.m. and 8 p.m. to midnight. However, if the golf course utilizes a water source other than that provided by the City of Johnson City, the facility shall not be subject to these regulations.
- g. All restaurants are prohibited from serving water to patrons, except upon request of the patron.
- h. The City will reduce or discontinue irrigation of public landscaped areas and reduce or discontinue flushing of water mains.
- i. The following uses of water are defined as non-essential and are prohibited:
 - a) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - b) use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c) use of water for dust control;
 - d) flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - e) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

5) Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 20 percent reduction in demand.

- i. Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- a. All requirements of Stage 2 shall remain in effect during Stage 3 except:
 - i. Irrigation of landscaped areas shall be limited to designated watering days between the hours of midnight and 10:00 a.m. and 8 p.m. to midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
 - ii. The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Johnson City.
 - iii. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

6) Stage 4 Response – CRITICAL Water Shortage Conditions

Target: Achieve a 50 percent reduction in demand.

- i. Water Use Restrictions for Reducing Demand:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

 - a. All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:
 - i. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and 8:00 p.m. and midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
 - ii. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and 6:00 p.m. and 10 p.m.
 - iii. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

- iv. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- v. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

7) Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 60 percent reduction in demand.

- i. Water Use Restrictions for Reducing Demand:
Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
 - a. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:
 - i. Irrigation of landscaped areas is absolutely prohibited.
 - ii. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

8) Stage 6 Response – WATER ALLOCATION

- i. If water shortage conditions threaten public health, safety, and welfare, the CAO is hereby authorized to order water rationing and/or terminate service to selected uses of the system in accordance with the following sequence:
 - a. Irrigation Users;
 - b. Recreation Users;
 - c. Commercial Users;
 - d. School Users;
 - e. Residential Users; and
 - f. Hospitals and public safety facilities.

Sec. 13.05.020 *Enforcement*

- 1) No person shall knowingly or intentionally allow the use of water from the City of Johnson City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount more than that

permitted by the drought response stage in effect at the time pursuant to action taken by the CAO, or his/her designee, in accordance with provisions of this Plan.

- 2) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two dollars (\$200) and not more than two thousand dollars (\$2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the CAO shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City of Johnson City in discontinuing service. In addition, suitable assurance must be given to the CAO that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.
- 3) Any person, including a person classified as a water customer of the City of Johnson City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- 4) Any employee of the City of Johnson City, police officer, or other City employee designated by the CAO, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the Johnson City Municipal Court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in Johnson City Municipal Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in Johnson City Municipal Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Johnson City Municipal Court before all other cases.

Sec. 13.05.021 *Variances*

- 1) The CAO, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions

are met:

- i. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- ii. Alternative methods can be implemented which will achieve the same level of reduction in water use.

2) Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Johnson City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the CAO, or his/her designee, and shall include the following:

- i. Name and address of the petitioner(s).
- ii. Purpose of water use.
- iii. Specific provision(s) of the Plan from which the petitioner is requesting relief.
- iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- v. Description of the relief requested.
- vi. Period for which the variance is sought.
- vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- viii. Other pertinent information.

3) Variances granted by the City of Johnson City shall be subject to the following conditions, unless waived or modified by the CAO or his/her designee:

- i. Variances granted shall include a timetable for compliance.
- ii. Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

4) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.”

SECTION II. FINDINGS OF FACT. The above recitals are found to be true and correct and are incorporated into this Ordinance as findings of fact.

SECTION III. AUTHORIZATION. The Chief Administrative Officer is authorized to take all necessary steps to implement the provisions of this Ordinance.

SECTION IV. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

SECTION V. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI. PENALTY. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two dollars (\$200) and not more than two thousand dollars (\$2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the CAO shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City of Johnson City in discontinuing service. In addition, suitable assurance must be given to the CAO that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

SECTION VII. EFFECTIVE DATE. This Ordinance shall be effective after approval of the City Council and following publication in the Johnson City Record Courier.

PASSED, ADOPTED, AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF JOHNSON CITY:



RHONDA STELL
MAYOR

ATTEST:

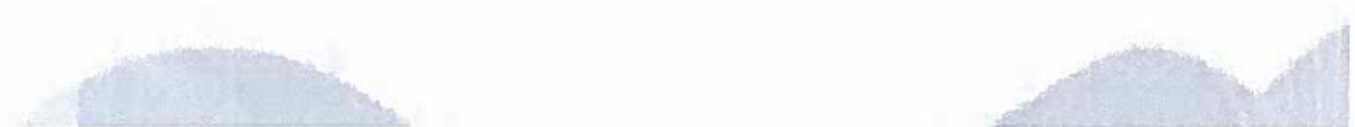


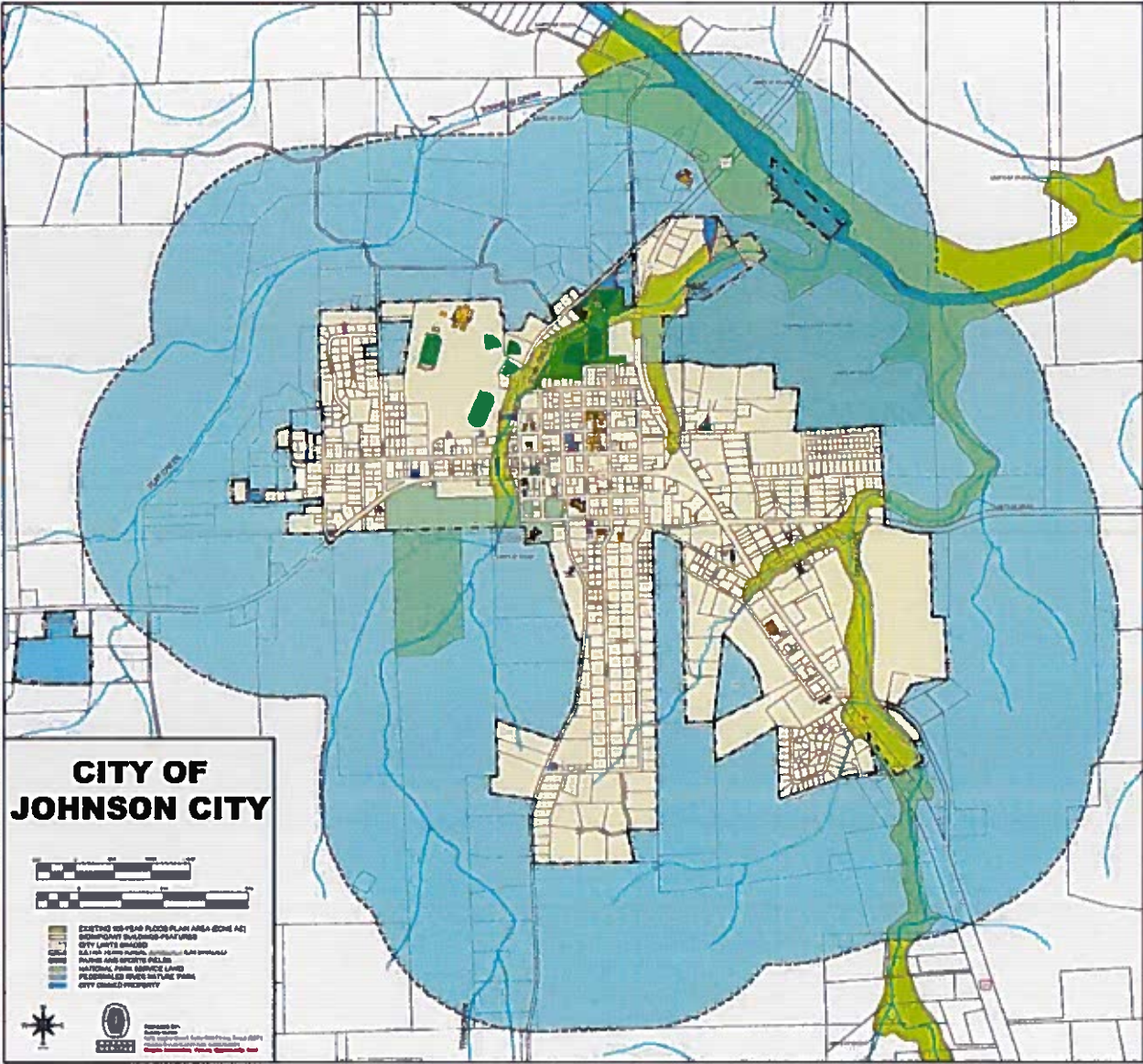
RICK SCHRODER
CAO/CITY SECRETARY



Attachment B

Water System Service Area Map





Attachment C

Utility Profile Worksheet



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:

Public Water Supply Identification Number (PWS ID):

Certificate of Convenience and Necessity (CCN) Number:

Surface Water Right ID Number:

Wastewater ID Number:

Contact: First Name: Last Name:

Title:

Address: City: State:

Zip Code: Zip+4: Email:

Telephone Number: Date:

Is this person the designated Conservation Coordinator? Yes No

Regional Water Planning Group:

Groundwater Conservation District:

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles:

Attached file(s):

File Name	File Description
JC Service Area.pdf	Johnson City Service Area



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	1,821	1,821	1,821
2017	1,760	1,760	1,760
2016	1,670	1,670	1,664
2015	1,656	0	1,656
2014	1,515	0	1,515

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	1,900	1,900	1,900
2030	3,000	3,000	3,000
2040	4,500	4,500	4,500
2050	6,000	6,000	6,000
2060	7,500	7,500	7,500

4. Described source(s)/method(s) for estimating current and projected populations.

Guessing according to developer interest in the last 5 years. Area inside city limits is almost built out. So far there has been little interest but I estimate some increase beginning after 2020 due to expansion from neighboring cities like Marble Falls & Dripping Springs.



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.
Total System Input = Self-supplied + Imported - Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2018	55,426,531	0	0	55,426,531	83
2017	56,611,276	0	0	56,611,276	88
2016	64,212,850	0	0	64,212,850	105
2015	66,467,917	0	0	66,467,917	110
2014	75,233,208	0	0	75,233,208	136
Historic Average	63,590,356	0	0	63,590,356	105

C. Water Supply System

Attached file(s):

File Name	File Description
JC Water System.pdf	Johnson City Water System

1. Designed daily capacity of system in gallons
2. Storage Capacity
 - 2a. Elevated storage in gallons:
 - 2b. Ground storage in gallons:



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	1,900	58,947,500
2021	2,000	62,050,000
2022	2,100	65,125,500
2023	2,200	68,255,000
2024	2,300	71,375,500
2025	2,400	74,460,000
2026	2,600	80,665,000
2027	2,800	86,870,000
2028	2,900	89,972,500
2029	3,000	93,075,000

2. Description of source data and how projected water demands were determined.

2018 had a low unaccounted water loss. GPCD was 83. Used 85 GPCD multiplied by the estimated population for the annual water demand.

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Creekview Apartments	Residential	3,899,298	Treated
Pedernales Electric Cooperative	Commercial	3,126,561	Treated
LBJ Medical Center	Commercial	1,547,700	Treated
Harvest House Farms	Commercial	1,225,560	Treated
City Oaks Apartments	Residential	706,000	Treated

2. The annual water use for the five highest volume **WHOLESALE** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
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UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	610	62.12 %
Residential - Multi-Family	81	8.25 %
Industrial	0	0.00 %
Commercial	291	29.63 %
Institutional	0	0.00 %
Agricultural	0	0.00 %
Total	982	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

Net Number of New Retail Connections							
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	0	0		175			175
2017	28	10		1			39
2016	45	41		0			86
2015	0	0		0			0
2014	0	0		0			0



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	27,799,780	4,078,420	0	18,668,810	0	0	50,547,010
2017	23,214,180	4,687,600	0	23,214,180	0	0	51,115,960
2016	27,863,200	4,551,110	0	21,780,420	0	0	54,194,730
2015	30,954,660	2,862,560	0	27,802,790	0	0	61,620,010
2014							

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2018	48
2017	43
2016	0
2015	0
2014	
Historic Average	46



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	3,888,000	3,467,150	5,107,100	4,811,950	4,794,230
February	3,477,000	3,923,280	7,152,750	4,499,720	4,894,280
March	3,535,000	3,925,085	4,510,110	4,448,140	4,662,720
April	3,150,000	4,100,305	4,100,350	4,617,810	6,972,160
May	5,568,000	4,986,700	4,791,710	4,360,520	7,485,000
June	5,017,000	4,690,260	3,740,390	4,538,870	7,096,400
July	6,973,000	5,912,040	8,942,850	4,870,850	6,875,020
August	5,920,000	6,399,300	8,000,568	8,203,780	7,781,500
September	4,112,000	5,127,800	5,482,710	8,704,600	7,291,430
October	4,610,000	4,602,800	3,700,019	5,501,230	5,156,100
November	3,694,000	3,843,100	3,900,250	4,732,150	4,598,480
December	4,374,000	4,501,230	3,499,786	4,519,580	4,616,610
Total	54,318,000	55,479,050	62,928,593	63,809,200	72,223,880



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2018	17,910,000	54,318,000
2017	17,001,600	55,479,050
2016	20,683,808	62,928,593
2015	17,613,500	63,809,200
2014	21,752,920	72,223,880
Average in Gallons	18,992,365.60	61,751,744.60



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	3,786,689	6	6.83 %
2017	4,307,675	7	7.61 %
2016	8,695,499	14	13.54 %
2015	4,017,058	7	6.04 %
2014	7,756,950	14	10.31 %
Average	5,712,766	10	8.87 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	148,816	194673	1.3081
2017	151,997	184800	1.2158
2016	172,407	224824	1.3040
2015	174,819	191451	1.0951
2014	197,873	236444	1.1949

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	21,966,364	62.12 %	50.50 %
Residential - Multi-Family	3,235,938	8.25 %	7.44 %
Industrial	0	0.00 %	0.00 %
Commercial	18,293,240	29.63 %	42.06 %
Institutional	0	0.00 %	0.00 %
Agricultural	0	0.00 %	0.00 %



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

New water customers is skewed because we reorganized the accounts that were in the system wrong. Many residential accounts were changed to commercial.

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 303,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	686		686	70.21 %
Industrial			0	0.00 %
Commercial	291		291	29.79 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
Total	977		977	100.00 %

3. Percentage of water serviced by the wastewater system: 99.90 %



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	3,000,000	3,300,000	2,600,000	3,100,000	3,200,000
February	3,300,000	3,300,000	2,700,000	3,000,000	3,300,000
March	2,600,000	3,100,000	2,700,000	2,700,000	2,500,000
April	2,300,000	2,700,000	3,300,000	2,200,000	2,000,000
May	1,700,000	2,600,000	4,400,000	1,500,000	1,700,000
June	1,300,000	2,100,000	4,600,000	1,700,000	1,300,000
July	1,400,000	2,900,000	2,300,000	1,500,000	2,300,000
August	1,400,000	2,400,000	2,800,000	1,100,000	1,300,000
September	1,500,000	1,700,000	2,200,000	1,600,000	1,100,000
October	2,300,000	2,000,000	3,900,000	1,900,000	1,800,000
November	2,400,000	2,300,000	3,400,000	2,200,000	2,300,000
December	2,400,000	2,700,000	3,700,000	2,300,000	2,700,000
Total	25,600,000	31,100,000	38,600,000	24,800,000	25,500,000

5. Could treated wastewater be substituted for potable water?

Yes
 No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park, golf courses)	0
Agricultural	
Discharge to surface water	24,200,000
Evaporation Pond	0
Other	
Total	24,200,000



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

All treated wastewater discharges to the Pedernales River.

Attachment D

Water Rate Schedule

EXHIBIT A.			
CITY OF JOHNSON CITY FEE SCHEDULE (ALL FEES NONREFUNDABLE UNLESS EXPLICITLY STATED HEREIN)			
A. ADMINISTRATIVE FEES			
a.	Duplication, including incident and other misc. reports.		
	Copies and/or printouts, up to 8-1/2 x 14	\$ 0.10	pg
	Copies and/or printouts, up to 8-1/2 x 14, color	\$ 0.25	pg
	Personnel (Labor)	\$ 15.00	hr (after 1st hr)
	Diskettes/CD's	\$ 1.00	ea
	Envelopes (small)	\$ 0.50	ea
	Envelopes (large)	\$ 1.00	ea
	Postage	Actual Cost	ls
	Oversize paper copy (11"x17")	\$ 0.50	pg
	Oversize paper copy, (11"x17"), color	\$ 0.75	pg
	Audio cassette	\$ 1.00	ea
	DVD	\$ 3.00	ea
	Duplication charges not listed shall be charged pursuant to Texas Administrative Code Title 1, Part 3, Chapter 70, Rule 70.3.		
b.	Certification of City Record	\$ 6.00	ea
c.	Police Accident Report		
	As per Texas Transportation Code, Chapter 550, Section 550.065(d)		
d.	Certification of Police Accident Report		
	As per Texas Transportation Code, Chapter 550, Section 550.065(d)		
e.	Notary Service, acknowledgement	\$ 6.00	ea
	For Notarial Acts not listed, as per Texas Government Code, Section 406.024.		
f.	NSF Check Charge	\$ 35.00	ea
g.	City Maps (18" x 24" or 24" x 36")	Actual Cost	ls
h.	Credit Card Processing	5%	ls
i.	Postage	Actual Cost	ls
j.	Use of City Hall for Meetings (during business hours)	No Charge	ls
k.	Use of City Hall for Meetings (after hours)	\$ 45.00	hr
l.	False alarm / per incident	\$ 54.00	ea
m.	Use of City Barricades, Signs, and/or Traffic Handling Equip	\$ 1.00	ea + hourly employee cost + 10%
n.	Expenses and/or costs incurred by the City and not included within the Fee Schedule	Actual Cost + 10%	ls
o.	Use of official City seal, logo, emblem, motto, website banner, and other City insignia	\$ 25.00	ea
B. ANIMAL CONTROL FEES			
a.	Dangerous Animal License	\$ 56.00	annual
b.	Penalties		
1.	Abandonment	\$ 62.00	ea + Court costs
2.	No Rabies Vaccine	\$ 240.00	ea + Court costs
3.	Allowed to Run Loose	\$ 33.00	ea + Court costs
4.	Failure to Surrender for Rabies Vaccine	\$ 240.00	ea + Court costs
c.	Impoundment		
1.	First Impoundment	\$ 45.00	ls
2.	Second Impoundment	\$ 73.00	ls
3.	Third + Impoundment(s)	\$ 123.00	ls
d.	Daily Boarding	\$ 32.00	per day
e.	Rabies Vaccination	\$ 22.00	per animal
f.	Quarantine / Observation and Applicable Fees	\$ 30.00	per animal / per day
C. BUILDING FEES			
a.	Residential Building Permit Fee		
	(Subcontractor fees included, Square footage includes total living, garage, and covered porches and balconies (all area under roof))		
	1 to 200 sq ft	\$1.96 / sq ft.	ls
	201 to 500 sq ft.	\$1.60 / sq ft.	ls
	501 to 1000 sq ft.	\$1.23 / sq ft.	ls
	1,001 to 2,000 sq ft.	\$0.94 / sq ft.	ls
	2,001 to 3,000 sq ft.	\$0.80 / sq ft.	ls
	3,001 to 4,000 sq ft.	\$0.74 / sq ft.	ls
	4,001 to 5,000 sq ft.	\$0.71 / sq ft.	ls
	5,001 sq ft. and up	\$0.64 / sq ft.	ls
b.	Commercial Building Permit Fee		
	(Subcontract fees included)		
	\$1.00 TO \$500.00 (Valuation)	\$25.00 (Fee)	ls
	\$501.00 TO \$2,000.00	\$25.00 for the first \$500.00 plus \$3.35 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	ls
	\$2,001.00 TO \$25,000.00	\$75.00 for the first \$2,000.00 plus \$15.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	ls
	\$25,001.00 TO \$50,000.00	\$430.00 for the first \$25,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	ls
	\$50,001.00 TO \$100,000.00	\$708.00 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	ls
	\$100,001.00 TO \$500,000.00	\$1,093.00 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	ls
	\$500,001.00 TO \$1,000,000.00	\$3,557.00 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction, to and including \$1,000,000.00	ls
	\$1,000,001.00 and up	\$6,170.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00, or fraction thereof	ls
c.	Plan Review Fee		
1.	Residential Plans	35% of Building Permit Fee	ls
2.	Commercial Plans	65% of Building Permit Fee	ls
3.	All Withdrawn / Changed Plans	65% of Building Permit Fee	ls

d	Inspections Outside Normal Business Hours		\$	62.00	hr
e	Re-inspection Fee		\$	62.00	hr
f	Inspections for Which No Fee is Indicated		\$	62.00	hr
g	Additional Plan Review Due to Modifications		\$	62.00	hr
h	Outside Consultants			Actual Cost +10%	ls
i	Pool Permit			See Building Permit Fee Schedule	
j	Electrical, Mechanical, Plumbing Permit		\$	90.00	ea (incl 1 inspection)
k	Sprinkler System Permit		\$	62.00	ea
l	Certificate of Occupancy (C of O) Permit		\$	123.00	ea
m	Reissuance of Existing C of O		\$	28.00	ea
n	Driveway Permit		\$	123.00	ea
o	Street Cut Permit		\$	273.00	ea
p	Encroachment License		\$	179.00	ea
q	Tree Survey Review and Approval (Commercial Development Only)		\$	179.00	ea
r	Landscape Plan Review and Approval (Commercial Development Only)		\$145 ls + \$78.00		per hr
s	Protected Tree Removal Permit (Commercial Development Only)		\$	78.00	ls
t	Tree Trimming Permit (Commercial Contr Only)		\$	28.00	ls
u	Stormwater, Detention, and Drainage				
1		Fee In Lieu of Detention (Residential)	\$	3,129.00	per acre
2		Fee In Lieu of Detention (Commercial)	\$	3,464.00	per acre
v	Demolition Permit		\$	179.00	ls
w	House Moving (Foundation Insp)		\$	62.00	ls
x	House Moving Permit		\$	90.00	ls
y	Traffic Impact Analysis and Review (Level 1)		\$	296.00	ls
z	Traffic Impact Analysis and Review (Level 2)		\$	592.00	ls
aa	Traffic Impact Analysis and Review (Level 3)		\$	888.00	ls
bb	Fence Construction Permit		\$	84.00	ls
cc	Change of DBA (on Cert. of Occup)		\$	28.00	ls
dd	Change of Address (on Cert of Occup)		\$	28.00	ls
ee	Work Performed Without a Permit			Double Standard Permit Fee	
D. COURT FEES AND FINES					
a	See Exhibit "B" for Violation Code List				
E. FIRE PROTECTION					
a	Fire Protection Permit Fees				
i		Automatic Fire Extinguishing System			
i		New Sprinkler System* -			
		1-10 Heads	\$	140.00	ls
		11-25 Heads	\$	167.00	ls
		26-200 Heads	\$	224.00	ls
		201+ Heads	\$	224.00	+ 1.00 per Additional Head
		\$2000.00 Maximum Charge per Floor			
	*In addition, if the sprinkler system is located on more than one floor, the fee will also include a charge of \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.				
	This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.				
ii		Sprinkler Modification/Remodel with Heads** -			
		1-9 Heads	\$	84.00	ls
		10-25 Heads	\$	140.00	ls
		26-200 Heads	\$	224.00	ls
		201+ heads	\$	224.00	+ 1.00 per Additional Head
		\$2000.00 Maximum Charge per Floor			
	**In addition, if the sprinkler system is located on more than one floor, the fee will also include a charge of \$43.50 for each additional floor. Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee.				
	This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.				
iii		Sprinkler Modification without Heads	\$	112.00	ls
	This fee includes reviewing plans, rough-in inspections, and witnessing the 2-hour hydrostatic testing for fire sprinkler systems.				
iv		Paint Spray Booth	\$	280.00	ls
	This fee includes reviewing plans, witnessing the testing, and inspection of commercial paint spray booth fire suppression systems.				
v		Vent Hood Suppression System.	\$	168.00	ls
	This fee includes reviewing plans, witnessing the testing, and inspection of commercial fire suppression systems in kitchen vent hoods and exhaust ducts.				
vi		Vent Hood Modification.	\$	84.00	ls
	This fee includes reviewing plans, witnessing the testing, and inspection of commercial fire suppression systems in kitchen vent hoods and exhaust ducts.				
vii		Alternative Fire Protection System.	\$	280.00	ls
	This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance / testing of alternative fire protection and fire suppression systems.				
2.		Fire Alarm and Related Equipment.			
i		New Fire Alarm System* -			
		1-10 devices	\$	140.00	ls
		11-25 devices	\$	168.00	ls
		26-200 devices	\$	224.00	ls
		201+ devices	\$	224.00	+ 1.00 per Additional Device

		Maximum Charge of \$2000 00 per Floor		
	*In addition, if the fire alarm system is located on more than one floor, the fee will also include a charge of \$43 50 for each additional floor Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
ii	Fire Alarm Modification** -			
	1-9 devices	\$	84 00	ls
	10-25 devices	\$	140 00	ls
	26-200 devices	\$	168 00	ls
	201+ devices	\$	224 00 + 1 00 per Device	
		Maximum Charge of \$2000 00 per Floor		
	**In addition, if the fire alarm system is located on more than one floor, the fee will also include a charge of \$43 50 for each additional floor Basements, underground levels, and above ceiling grade are considered floors for purposes of this fee			
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
iii	Fire Alarm Panel Replacement			
	1-20 devices	\$	168 00	ls
	21-200 devices	\$	224 00	ls
	201+ devices	\$	224 00 + 1 00 per Device	
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing the fire alarm acceptance testing.</i>			
iv	Smoke Control Systems.	\$	196 00	ls
	<i>This fee includes reviewing plans and witnessing the testing of building smoke control systems required by the Building or Fire Code.</i>			
3	Fire Pumps and Related Equipment	\$	224 00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing.</i>			
4	Standpipes.	\$	224 00	ls
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing.</i>			
5	Underground Fire Line.	\$	224 00	ls
	<i>This fee includes reviewing plans and witnessing the 2-hour hydrustatic testing on underground fire protection system.</i>			
6	Fire Hydrants	\$	112 00	ls
	Additional Hydrants	\$	28 00	ca
	<i>This fee includes reviewing plans, rough-in inspections, and witnessing any required acceptance testing, including 2-hour hydrustatic testing on private property.</i>			
7	Underground Storage Tank.	\$	224 00	ls
	A permit is required for each underground storage tank used for the storage of flammable liquids, combustible liquids, or hazardous materials.			
	<i>This fee includes reviewing plans, rough-in inspections, interior lining, filling with inert material, or removal of any underground storage tank and witnessing any required acceptance testing.</i>			
8	Aboveground Storage Tank.	\$	280 00	ls
	A permit is required for each aboveground storage tank, regardless of capacity, used for the storage of flammable liquids, combustible liquids, or hazardous materials			
	<i>This fee includes reviewing plans, rough-in inspections, or removal of any aboveground storage tank and witnessing any required acceptance testing.</i>			
9	Working Without a Permit.		Double Standard Permit Fee	ls
	<i>This fee will be assessed when it is discovered by a City of Johnson City code official that work is being performed without the proper permit(s).</i>			
10	All other permits and fees not addressed by this fee schedule and where a permit is required by the current adopted Fire Code will require a permit and fee of \$54 80.			
F.	FLOODPLAIN FEES			
a	Floodplain Review Fee			
1	Request for Single-lot/Single-structure CLOMA and CLOMR-F	\$	178 00	ls
2	Request for Single-lot/Single-structure LOMR-F	\$	151 00	ls
3	Request for Single-lot/Single-structure LOMR-F, Based on as-built Information (CLOMR-F Previously Issued by City)	\$	123 00	ls
4	Request for Multiple-lot/Multiple-structure CLOMA	\$	296 00	ls
5	Request for Multiple-lot/Multiple-structure CLOMR-F and LOMR-F	\$	592 00	ls
6	Request for Multiple-lot/Multiple-structure LOMR-F, Based on as-built information (CLOMR-F Previously Issued by City)	\$	475 00	ls
b	CLOMRs Request Fee			
1	New Hydrology, Bridge, Culvert, Channel, or Any Combination Request	\$	1,185 00	ls
2	Levee, Berm, or Other Structural Measure Request	\$	1,777 00	ls
c	LOMRs and PMRs Request Fee (Not Based on Structural Measures or Alluvial Fans)			
1	Bridge, Culvert, Channel, or Any Combination Request	\$	1,185 00	ls
2	Levee, Berm, or Other Structural Measure Request	\$	2,369 00	ls
3	As-built Information Submitted as Follow Up to CLOMR Request	\$	1,777 00	ls
d	Floodplain Development Permit Fee	\$	296 00	ls
e	Elevation Certificate	\$	123 00	ls
G.	FOOD AND BEVERAGE FEES			
a	Alcoholic Beverage License		1/2 State Fee	ls

b	Mobile Food Vendor Permit	180 days	\$ 106.00	ls
H. MISCELLANEOUS FEES				
a	Special Event / Parade Permit (Per Event)		\$ 75.00	ls
b	Special Event / Parade Permit (Annual)		\$ 150.00	ls
c	Peddler Permit			
	1	1 day	\$ 10.00	ls
	2	30 days	\$ 25.00	ls
	3	180 days	\$ 50.00	ls
d	Blasting Permit		\$ 559.00	ls
e	Annual Review of Blasting Permit		\$ 559.00	ls
f	Collocation of Antennae			
	1	Application Review	\$ 447.00	ls
	2	Tower Construction Application Review	\$ 447.00	ls
g	Sexually Oriented Business			
	1	Administrative Procedures	\$ 280.00	ls
h	Fireworks Display Permit	Per Event	\$ 50.00	ls
i	Golf Cart Permit	365 days	\$ 25.00	ls
j	Travel Trailer Permit	30 days	\$ 30.00	ls
k	Softball Field Rental	League Deposit (Refundable)	\$ 200.00	ls
		League Request for Mowing	\$ 50.00	ls
		Lost Keys	\$ 50.00	ls
l	Memorial Park Rental	Full day (Friday thru Sunday)	\$ 100.00	ls
		Full day (Monday thru Thursday)	\$ 75.00	ls
		Hourly Rate (up to 4 hrs)	\$ 25.00	hr
		Deposit (Refundable)	\$ 50.00	ls
m	Park Building Rental	Deposit (Refundable, \$15 for lost key, \$85 for cleaning)	\$ 100.00	ls
		Full day	\$ 150.00	ls
		Hourly Rate (2 hr minimum)	\$ 35.00	hr
		Late key pickup (after hours or on weekends)	\$ 50.00	ls
n	Park Pavilion Rental	Full day	\$ 50.00	ls
I. SIGN FEES				
	(All Sign Permit Applications, Other Than Temporary Signs, Shall Pay a Non-refundable Review Fee of \$10.00 or 10% of the Sign Permit Application Fee, Whichever is Greater)			
a	Sign Up To 10 Square Feet (SF) in Area		\$ 39.00	ls
	Other than Free-standing or Monument			
b	Signs 10 to 20 SF in Area		\$ 73.00	ls
	Other than Free-standing or Monument			
c	Signs 25 to 35 SF in Area		\$ 106.00	ls
	Other than Free-standing or Monument			
d	Signs Larger than 35 SF in Area		\$ 145.00	ls
	Other than Free-standing or Monument			
e	Free-standing or Monument Signs		\$ 145.00	ls
f	Private Property Traffic Control Sign Plan		\$ 123.00	ls
g	Temporary Signs		\$ 11.00	ls
h	Handheld Signs		\$ 6.00	ls
i	New Master Sign Program		\$ 179.00	ls
j	Amendment to Master Sign Program		\$ 33.00	ls
k	Appeal or Variance Request		\$ 62.00	ls
J. SOLID WASTE (GARBAGE) COLLECTION				
		Commercial Tote (1x weekly)	\$ 23.82	mth
		Commercial Tote (2x weekly)	\$ 48.69	mth
		Commercial Tote (4x weekly)	\$ 95.27	mth
		Residential (Inside City Limits)	\$ 22.64	mth
		Residential (Outside City Limits)	\$ 30.99	mth
		Extra Pickup	\$ 40.20	mth
		2 Yard	\$ 58.12	mth
		3 Yard	\$ 96.68	mth
		4 Yard (1x weekly)	\$ 131.74	mth
		4 Yard (2x weekly)	\$ 263.46	mth
		6 Yard (1x weekly)	\$ 201.40	mth
		6 Yard (2x weekly)	\$ 402.82	mth
		20 Yard	\$ 602.90	mth
		30 Yard	\$ 651.54	mth
		40 Yard	\$ 711.63	mth
K. WATER AND WASTEWATER FEES				
a	Late Payment Charge	After 15th of Each Month	10%	ls
b	Water			
	1. Reconnection	1st Reconnection	\$ 35.00	ls
		2nd Reconnection	\$ 45.00	ls
		3rd Reconnection	\$ 55.00	ls
		4th and Subsequent Reconnections	\$ 65.00	ls
	2. Water Meter Deposits	Residential	\$ 150.00	plus a \$25 nonrefundable fee
		Commercial		plus a \$25 nonrefundable fee
		- Less than 10,000 gallons	\$ 175.00	plus a \$25 nonrefundable fee
		- 10,001 - 30,000 gallons	\$ 250.00	plus a \$25 nonrefundable fee
		- 30,001 - 50,000 gallons	\$ 350.00	plus a \$25 nonrefundable fee
		- Greater than 50,000 gallons	\$ 500.00	plus a \$25 nonrefundable fee
	3. Water Meter Transfer of Service		\$ 35.00	ea
	4. Temporary Water Cut-off	Normal Business Hours	\$ 35.00	per hr
		Afterhours	\$ 70.00	per hr
	5. Water Meter Testing / Replacement		\$ 125.00	ea, refundable if meter is faulty
	6. Tap Fee	- New 3/4" Meter w/ Up to 60 ft. of Service Line (Inside City Limits)	\$ 630.00	ea
		- New Meter over 3/4" w/ Over 60 ft. of Service Line	Actual Cost + 10%	ls
c	Sewer			
	1. Tap Fee	- New Sewage Connection	\$ 525.00	ls
		- Labor, Materials, and Equipment Related to New Sewage Connection, including Roadway Repair	Actual Cost + 10%	ls
	2. Reconnection		\$ 160.00	ls

d	Water and Sewer			
	1. Repair of Damaged Water and Sewer Lines	- Labor (Normal Business Hours)	\$ 55.00	per hour per man
		- Labor (Afterhours)	\$ 75.00	per hour per man
		- Equipment	\$ 60.00	per hour
		- Materials	Actual Cost + 10%	ls
	2. Water and Sewer Rates (Residential and Commercial)	- Joint Minimum Water and Sewer Bill	\$ 37.37	ls
	(Wastewater averaging is calculated from December thru February of each fiscal year when most of the water is deposited into the sanitary sewer system rather than outdoors)			
		- Water Service		
		- Residential Inside City Limits		
		- First 2,000 Gallons or Part Thereof	\$ 16.96	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 5.85	per 1,000 gallons
		- Commercial Inside City Limits		
		- First 2,000 Gallons or Part Thereof	\$ 16.96	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 6.88	per 1,000 gallons
		- Residential Outside City Limits (1-1/2 Rate)		
		- First 2,000 Gallons or Part Thereof	\$ 25.45	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 8.78	per 1,000 gallons
		- Commercial Outside City Limits (1-1/2 Rate)		
		- First 2,000 Gallons or Part Thereof	\$ 25.45	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 9.90	per 1,000 gallons
		- Sewer Service		
		- Residential Inside City Limits		
		- First 2,000 Gallons or Part Thereof	\$ 20.41	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 4.71	per 1,000 gallons
		- Commercial Inside City Limits		
		- First 2,000 Gallons or Part Thereof	\$ 20.41	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 6.05	per 1,000 gallons
		- Residential Outside City Limits (1-1/2 Rate)		
		- First 2,000 Gallons or Part Thereof	\$ 30.61	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 7.08	per 1,000 gallons
		- Commercial Outside City Limits (1-1/2 Rate)		
		- First 2,000 Gallons or Part Thereof	\$ 30.61	ls
		- Each Additional 1,000 Gallons or Part Thereof	\$ 8.20	per 1,000 gallons
	3. Impact Fees	- 5/8" Water Meter		
		- Water	\$ 3,113.00	1.00 Equivalent Single Family
		- Sewer	\$ 4,134.00	
		- 3/4" Water Meter		
		- Water	\$ 5,198.00	
		- Sewer	\$ 6,904.00	1.67 ESFC
		- 1" Water Meter		
		- Water	\$ 8,311.00	
		- Sewer	\$ 11,039.00	2.67 ESFC
		- 1-1/2" Water Meter		
		- Water	\$ 24,902.00	
		- Sewer	\$ 33,075.00	8.00 ESFC
		- 2" Water Meter		
		- Water	\$ 35,267.00	
		- Sewer	\$ 46,843.00	11.33 ESFC
		- 3" Water Meter		
		- Water	\$ 72,620.00	
		- Sewer	\$ 96,456.00	23.33 ESFC
		- 4" Water Meter		
		- Water	\$ 124,509.00	
		- Sewer	\$ 165,377.00	40.00 ESFC
		- 6" Water Meter		
		- Water	\$ 249,019.00	
		- Sewer	\$ 330,754.00	80.00 ESFC
		- 8" Water Meter		
		- Water	\$ 373,528.00	
		- Sewer	\$ 496,130.00	120.00 ESFC
e.	Vehicle Equipment Replace Program (VERP)	Per residential utility account per month	\$ 4.00	ls
		Per commercial utility account per month	\$ 14.00	ls
L.	ZONING AND SUBDIVISION FEES			
a	Zoning			
	1.	Zoning Change or Classification Addition Request	\$ 378.00	ls
	2.	Board of Adjustment Appeal	\$ 378.00	ls
	3.	Board of Adjustment, Refund (In the event of appeal to a Court, it is found that BOA had no jurisdiction on the issue brought forward to BOA.)		ls
			\$ 108.00	
b.	Subdivision			
	1.	Plat/Replat Filing Fees		
	i.	Base Preliminary Platting Fee	\$ 654.00	per Plat
	ii.	Base Final Platting Fee	\$ 402.00	per Plat
	iii.	Single Family Residential Development	\$ 67.00	per Lot
	iv.	Non-single Family Residential Development	\$ 486.00	per Acre
	2.	Variance	\$ 173.00	ls
	3.	Plat Deferral	\$ 447.00	ls
	4.	Performance Agreement Time Extension	\$ 291.00	ls
	5.	Vacating Declaration	\$ 330.00	ls
	6.	Replat Involving Notification	\$ 508.00	ls
	7.	Amending Plat	\$ 581.00	ls
	8.	Plat Withdrawal	\$ 179.00	ls
	9.	Emergency Add-on	\$ 358.00	ls
	10.	Mobile Home Park Plan Processing Fee	\$ 475.00	ls
	11.	Street Name Change Application Processing	\$ 358.00	ls
	12.	Street Name Change Installation Fee Per Sign	\$ 240.00	ls
	13.	Plat Recording Fee Per Sheet	Actual Cost per	ls
			Blanco County	
	14.	Processing Fee	\$ 123.00	ls
	15.	Plan Review Fee	\$ 442.00	ls
	16.	Minor Plat (in any Zoning District)	Actual Cost + 10%	ls

Attachment E

Drought Contingency Plan



Texas Commission on Environmental Quality

Water Availability Division
MC-160, P.O. Box 13087 Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-2214

Drought Contingency Plan

Name: City of Johnson City

Address: 303 E. Pecan

Telephone Number: (830) 868-7111 Fax: (830) 868-7414

Water Right No.(s): TX0160001

Regional Water Planning Group: K

Form Completed by: Whitney Walston

Title: Dep. City Secretary

Person responsible for implementation: Brent Sultemeier Phone: (830) 868-7111

Signature: _____ Date: 05/25/2021

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Johnson City hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Johnson City by means of public comment during a public meeting.

Section III: Public Education

The City of Johnson City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, social media notifications, utility bill inserts, and/or website postings.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Johnson City is located within the Region K Water Planning Group and the City of Johnson City has provided a copy of this Plan to the Region K Water Planning Group.

Section V: Authorization

The Public Works Director, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Public Works Director or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Johnson City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Johnson City.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The Public Works Director or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached.

The triggering criteria described below are based on the draw down levels of City water wells and system capacity.

Utilization of alternative water sources and/or alternative delivery mechanisms:

The City of Johnson City has no other alternative water source(s).

Stage 1 Triggers - - MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions, the specific capacity of the City of Johnson City well(s) is equal to or less than 80 percent of the well's original specific capacity and/or when pumping time from wells meets or exceeds 50% of one day (24 hrs) or 12 hrs for three consecutive days.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 2 Triggers - MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the cities wells draw down level is at or below 70% of original capacity and/or when pumping time from wells meets or exceeds 70% of one day (24 hrs) or 14.5 hours for three consecutive days.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the cities well draw -down level is at or below 60% of original capacity, or recharge has slowed and/or when pumping time from wells meets or exceeds 75% of one day (24 hrs) or 17 hours for three consecutive days.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 4 Triggers – CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the Cities well draw down level is at or below 50% of original capacity and/or when pumping time from wells meets or exceeds 80% of one day (24 hrs) or 20.0 hours for three days.

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days. Upon termination of Stage 4, Stage 3, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 5 Triggers – EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the Public Works Director, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 6 Triggers – WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when the capacity of the City's wells is equal to or less than 80% of original capacity.

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Section IX: Drought Response Stages

The Public Works Director, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The Public Works Director or his/ her designee shall notify the public by means of:

- Publication in a newspaper of general circulation,
- Direct mail to each customer or information included with utility billings,
- Announcements on the City's website and Social Media Sites,
- Public service announcements, &
- Signs posted in public places

Additional Notification:

The Public Works Director or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor and members of the City Council,
- Fire Chief,
- County Emergency Management Coordinator,
- TCEQ,
- Major water users, &
- Critical water users

Stage 1 Response - MILD Water Shortage Conditions

Target: Achieve a voluntary 5 percent reduction in daily demand.

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the City of Johnson City shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response - MODERATE Water Shortage Conditions

Target: Achieve a 10 percent reduction in demand.

Best Management Practices for Supply Management:

The City will reduce or discontinue irrigation of public landscaped areas and reduce or discontinue flushing of water mains.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Johnson City.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Johnson City, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
 - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. use of water for dust control;

4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response - SEVERE Water Shortage Conditions

Target: Achieve a 20 percent reduction in demand.

Best Management Practices for Supply Management:

The City will reduce or discontinue irrigation of public landscaped areas.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Johnson City.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response - CRITICAL Water Shortage Conditions

Target: Achieve a 50 percent reduction in demand.

Best Management Practices for Supply Management:

The City will discontinue irrigation of public landscaped areas and reduce or discontinue flushing of water mains.

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.

- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response - EMERGENCY Water Shortage Conditions

Target: Achieve a 60 percent reduction in demand.

Best Management Practices for Supply Management:

The City will discontinue irrigation of public landscaped areas and discontinue flushing of water mains.

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response - WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the Public Works Director is hereby authorized to order water rationing and/or terminate service to selected uses of the system in accordance with the following sequence:

1. Irrigation Users
2. Recreation Users
3. Commercial Users
4. School Users
5. Residential Users
6. Hospitals and public safety facilities.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the City of Johnson City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Public Works Director, or his/her designee, in accordance with provisions of this Plan.

- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than two hundred dollars (\$200) and not more than two thousand dollars (\$2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Director of Public Works shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City of Johnson City in discontinuing service. In addition, suitable assurance must be given to the Public Works Director that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the City of Johnson City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Any employee of the City of Johnson City, police officer, or other City employee designated by the Public Works Director, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the Johnson City Municipal Court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in Johnson City Municipal Court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in Johnson City Municipal Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Johnson City Municipal Court before all other cases.

Section XI: Variances

The Director of Public Works, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Johnson City within 5 days after the Plan or a particular drought response stage has

been invoked. All petitions for variances shall be reviewed by the Public Works Director, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

Variances granted by the City of Johnson City shall be subject to the following conditions, unless waived or modified by the Public Works Director or his/her designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Attachment F

Correspondance with TWDB Regional Water Planning Group

