

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2022-R13**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
ADOPTING A WATER CONSERVATION PLAN; MAKING FINDINGS OF  
FACT; AND PROVIDING FOR RELATED MATTERS.

**WHEREAS,** the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable water restrictions for its users; and

**WHEREAS,** the City Council recognizes that it is the best interest of its residents, visitors, and business to adopt and implement the Water Conservation Plan; and

**WHEREAS,** pursuant to Texas Administrative Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** pursuant to Chapter 552 of the Texas Local Government Code, the City has the authority to regulate water usage as it relates to its water customers; and

**WHEREAS,** the City of Dripping Springs desires to establish a drought contingency plan.

**NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:**

- 1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. Water Conservation Plan:** The Water Conservation Plan, as presented herein as Attachment "A", is hereby adopted and approved.
- 3. Effective Date:** This resolution shall be effective from and after its approval and passage.
- 4. Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

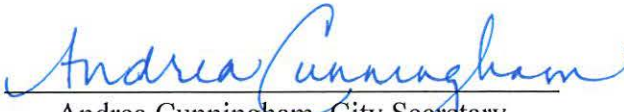
**PASSED & APPROVED this, the 15th day of March 2022.**

**CITY OF DRIPPING SPRINGS:**

A handwritten signature in blue ink, appearing to read "Bill Foulds, Jr.", is written over a horizontal line.

Bill Foulds, Jr., Mayor

ATTEST:

  
Andrea Cunningham, City Secretary



# **The City of Dripping Springs Water Conservation Plan**

Prepared by  
The AL Law Group, PLLC  
12400 West Hwy. 71  
Suite 350-150  
Bee Cave, TX 78738

March 2022

## 1. Introduction

The City of Dripping Springs' ("City") water conservation plan has been developed to meet the LCRA Water conservation rules in accordance with the LCRA Firm Water contract administrative rules. This Plan recognizes that conservation is a valuable tool in managing water utility systems. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water utility operating cost; improving the reliability and quality of water utility service; reducing customer cost for water service; and enhancing water quality and the environment.

This Plan applies to all of City's retail water customers located within its water service area, as defined in its Water Supply Contract with LCRA.

## 2. Utility Profile Information

As of March 2022, there were no permanent connections in the City's water service area. The projected population at full build out is estimated to be approximately 16,933 persons, or 4838 additional connections.

The City has not yet begun providing retail water service as of March 2022. Therefore, it does not yet have 5 years of water use data. In 2027, this WCP will be revised to evaluate the 5 year average daily water use, the five year average water loss, the five year peak to average day water use, and per capita water use.

## 3. Water Conservation Goals

Water conservation five and ten year goals are required for overall water use, residential water use and water loss. The goals proposed by the City are as follows:

	5-year goals	10-year goals
Gallons per person per day (GPCD)	150	125
Residential gallons per person per day (rGPCD)	150	125
Water loss	5%	5%

## 4. Water Conservation Strategies

### 4.1 Water Loss

#### 4.1.1 Universal Metering and Meter Replacement and Repair

The City requires all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. All utility customers will be metered. Water will be metered at all wholesale connections. A regularly scheduled maintenance program of meter repair, replacement and calibration will be performed in accordance



with recommended meter manufacturer guidelines following the minimum schedule by meter size:

Production (master) meters:	Test once a year
Meters larger than 1":	Test per manufacturer's recommendations
Meters 1" or smaller:	Test per manufacturer's recommendations

Zero consumption accounts will be checked to see if water is actually being used or not recorded. In addition, the meters will be checked for proper sizing.

#### 4.1.2 Distribution System Leak Detection and Repair

The City will conduct leak detection and water audits, making appropriate repairs, in order to meet the utility water loss goal. Water loss audits will be performed in accordance with Texas Water Development Board rules.

Measures to proactively reduce water loss will be considered as feasible, including strategies to reduce line flushing and identify/repair water line leaks quickly.

#### 4.1.3 Additional Water Loss Best Management Practices (all that apply are checked):

☒ Automated meter reading (AMR) or Automated meter infrastructure (AMI). All meters will be compatible with automatic reading capabilities AMR or AMI technology will be considered for new meters as meters are replaced and it becomes feasible to implement this technology.

☒ Customer portal which allows end users to check their water use online

☐ Dedicated irrigation meters will be required for all new commercial and industrial customers.

☒ Strategies to minimize water loss on long dead-end main lines will be considered. Examples include adding meters along various line routes to collect more accurate data on water flowing through those routes and creating loops in the water distribution lines.

☐ As feasible, chlorine injection stations will be placed strategically throughout the development to avoid the need for excessive flushing to keep chlorine residuals in compliance.

☒ As feasible, a protective leak detection program will be developed to decrease water loss in the water distribution system.

☐ As feasible, recycle backwash water used to keep sedimentation out of water treatment plant filters.

#### **4.2 Water Rates and Records Management - required**

##### Increasing Block Rates

The City's retail rate is currently tied to the West Travis County's wholesale rate. The West Travis County Regional Water System has a multi-tiered, increasing block water

rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers. The City's rate, therefore, will reflect that same multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

#### Water Monitoring and Records Management

The City's staff maintain records of water distribution and sales through a common monitoring and billing system to provide a central location for water billing information and a way to compile, present, and view water-use and billing information.

### **4.3 Water Reuse**

The City operates a wastewater treatment plant.

Wastewater can be reused to supplement water supply needs for rights-of-ways and medians. The City has contracts and plans to expand its reuse capabilities for the water supply needs of Sports Rec Park (13.63 acres), Founders Park (2.64 acres), Driftwood Golf Course (130 acres), and Howard Ranch (100 acres).

### **4.4 Education and Outreach**

#### **4.4.1 Required measures**

Throughout the year, water conservation literature will be made available to users regarding water conservation, native landscaping, and other related topics to garden clubs, homeowner associations, and various others interested groups. The City staff may attend such events or request a presentation from LCRA staff to promote water conservation.

#### **4.4.2 Additional Best Management Practices** (all that apply are checked).

☐ Irrigation system evaluations will be offered to customers with large landscape irrigation needs (20,000 gal/month or over) in the utility service area. Irrigation evaluations consist of evaluating the irrigation system, checking for leaks and other performance problems, and customizing an irrigation schedule.

☒ Financial rebates. Customers will be offered irrigation technology and other rebates from the LCRA. The City will assist LCRA with promoting water conservation programs to its customers.

☒ Hotels will be strongly encouraged to adopt a hotel linen reuse option policy where linens are only changed out upon request during multi-night short stays.

#### **4.5 Other Best Management Practices** (all that apply are checked).



\_\_\_\_\_ Permanent landscape watering schedule for spray irrigation. This schedule limits outdoor spray irrigation for landscapes to the following days and times:

Residential addresses ending in odd numbers: Wednesdays and Saturdays

Residential addresses ending with even numbers: Thursdays and Sundays

Commercial customers: Tuesdays and Fridays

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight

\_\_\_\_\_ Temporary landscape watering schedule variance for new landscapes. New landscapes can be watered according to the following schedule for the first 30 days after installation.

Days 1 through 10: spray irrigation allowed every day.

Days 11 through 20: spray irrigation allowed every other day.

Days 21 through 30: spray irrigation allowed every three days.

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight.

## **5. Wholesale Water Conservation Plans - required**

Wholesale treated water customers will be required to develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

## **6. Coordination with Regional Water Planning Group - required**

The service area of The City is located within the Lower Colorado River Water Planning Area (Region K) of the State of Texas and the District has provided or will provide a copy of this water conservation plan to the regional water planning group. The plan can be sent to the LCRA, c/o Water Contracts and Conservation, P.O. Box 220, Austin, Texas 78703.

## **7. Authorization and Implementation**

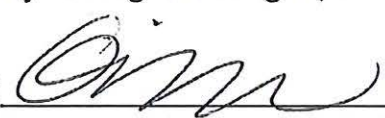
The Deputy City Administrator, or his/her designee, of the City is hereby authorized and directed to implement the applicable provisions of the Plan. The Deputy City Administrator, or his/her designee, will act as Administrator of the Water Conservation Program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records for program verification. A signed and

dated copy of this plan by the Deputy City Administrator or his/her designee will be sufficient to meet this requirement.

#### 7.1 Plan Implementation

The Deputy City Administrator has designated a water conservation coordinator, who will be responsible for the implementation of this water conservation plan. The current water conservation coordinator is Aaron Reed. The Deputy City Administrator, or his/her designee may re-appoint this position. At that time, the City will inform LCRA about this personnel change.

Approved by: Ginger Faught, Deputy City Administrator

Signature:  Date: 3/15/22  
(Customer representative with enforcement authority)



# MEMORANDUM OF UNDERSTANDING

Between

Hays County Office of Emergency Services

And

City of Dripping Springs (CODS)

This Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services (HCOES) and the City of Dripping Springs for the use of Dripping Springs Ranch Park (DSRP) witnesses that:

**Whereas**, the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster;

**Whereas** in the event of an emergency event in the State of Texas, local and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

**Whereas** the existing local and regional infrastructure will also be compromised due to lack of adequate staff, equipment, and support available due to the impacts and demands of the event;

**Whereas** resources from the state, federal, and private sector will be quickly mobilized to augment local and regional resources and support the effective response to the immediate emergency event;

**Whereas** immediate evacuation of animals in danger from evolving natural or manmade events.

**Whereas** trained volunteers responding or assisting in recovery efforts;

Now therefore, the parties agree as follows:

## A. Definitions:

1. **Community Emergency Response Team (CERT):** Volunteers who have been formally trained, background checked and credentialed by the HCOES for response in disasters, recovery and assist local emergency services.
2. **Disaster Assessment Teams (DAT):** Teams of CERT volunteers who have been formally trained in damage assessments related to natural or manmade events.

**B. Use of Facility assets and staff:**

1. In the event of an emergency requiring an immediate evacuation due to emergent conditions CODS agrees to provide the Dripping Springs Ranch Park Facilities to HCOES for use.
2. CODS agrees to the use of its Dripping Springs Ranch Park facilities, for HCOES staff and CERT volunteers responding to the emergency event.
3. Use of DSRP Facilities will be limited to housing large and small animals during response and recovery efforts.
4. DSRP agrees to support the use of the facilities but is not required to staff the facilities during an emergency response

**C. Hays County Office of Emergency Services (HCOES) :**

1. HCOES agrees to notify the CODS Emergency Management Coordinator and request the use of the facility prior to use and, when possible, for staging of impending events.
2. HCOES agrees to repair or replace any damage which occurred as a result of using DSRP Facilities.
3. HCOES agrees to provide any necessary security for the duration of use.
4. HCOES agrees only CERT or HCOES trained staff will be allowed to manage the DSRP facilities in coordination with DSRP staff.

**D. Contact Information:**

1. DSRP agrees to provide Hays County Office of Emergency Services with the appropriate manager's 24-hour per day 7-day per week contact information and update this information as necessary.
2. Hays County Office of Emergency Services agrees to provide DSRP with the contact information of those who are authorized to notify DSRP in the event of an emergency requiring the use of DSRP Facilities.

**E. Confidentiality:** To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. If this document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and it will be confidential under Government Code § 418.176(a)(2).



**F. Duration of Agreement:** The term of this MOU is five (5) years from the date of the initial agreement. Renewal for additional one-year terms shall be automatic unless one party terminates as provided in section I.

**G. Program Review:** A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

**H. Amendments:** This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

**I. Termination of Agreement:** Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

**J. Primary Contacts:** The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

**To the County:**

Hays County Office of Emergency Services  
Attn: Emergency Preparedness Coordinator  
810 S Stagecoach Trail, Suite 1200  
San Marcos, TX 78666  
(512) 393-5538

**To the City:**

City of Dripping Springs  
Attn: Emergency Management Coordinator  
511 Mercer Street  
Dripping Springs, TX 78620  
(512) 858-4725

**K. Capacity to Enter into Agreement:** The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

[signature page follows]

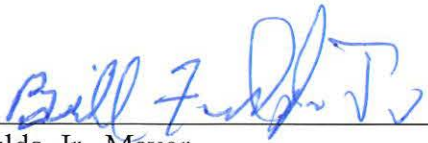


**HAYS COUNTY OFFICE OF EMERGENCY SERVICES:**

\_\_\_\_\_  
Mike Jones, Director of Emergency Services

\_\_\_\_\_  
Date

**CITY OF DRIPPING SPRINGS:**

  
\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Andrea Cunningham, City Secretary

