



## City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, February 17, 2026, at 6:00 PM

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Aniz Alani

City Secretary Diana Boone

Planning Director Tory Carpenter

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

## CONSENT AGENDA

*The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.*

- 1. Approval of the January 20, 2026 City Council regular meeting minutes.**
- 2. Approval of the appointment of the Dripping Springs Youth Sports Association recommendation of Larry Lane to the Parks & Recreation Commission for a term ending June 30, 2026.**
- 3. Approval of creating the position of Part-time Graphic Designer and approval of its job description. Sponsor: Mayor Pro Tem Manassian**
- 4. Approval of a Rate Increase from The Chapman Law Firm PLLC.**

## BUSINESS AGENDA

- 5. Public hearing and consideration of approval of a municipal services agreement and ordinance annexing a 14-acre tract located at 1300 Creek Rd. Applicant: Pat Hegelson (Tri Pointe Homes) on behalf of Cypress Forks Ranch LP.**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Agreement
  - e. Ordinance
- 6. Public hearing and consideration of approval of an Ordinance regarding ZA2025-002: an application for a Zoning Map Amendment from Agriculture (AG) to Moderate Density Residential (SF-2) for the 14-acre Fellers tract located at 1300 Creek Rd. Applicant: Pat Hegelson (Tri Pointe Homes) on behalf of Cypress Forks Ranch LP.**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. Ordinance
- 7. Discussion and possible action on a Special Event Permit application submitted by Evilhawk Entertainment for Swampy Tonk: Mudbugs & Music event on March 28, 2026, and a Temporary Road Closure Permit application for portions of Hays Street and South College Street for the event beginning March 27, 2026. Sponsor: Council Member Sherrie Parks**
- 8. Discussion and possible action to approve a Temporary Road Closure Permit requested by the Founders Day Committee to close portions of Mercer Street, Wallace Street, Bluff Street, College Street, San Marcos Street, and Old Fitzhugh Road from April 23 to April 26, 2026 for the 2026 Founders Day Festival. Sponsor: Council Member Sherrie Parks**

- 9.** Discussion and possible action on a Resolution of the City of Dripping Springs supporting Hays County's CAMPO Transportation Alternatives Grant Application for the Sawyer Ranch Road Shared Use Path. *Sponsor: Council Member Travis Crow*
- 10.** Discussion and possible action on Change Order #1 to the Construction Contract between the City of Dripping Springs and QA Construction Services, Inc. for the Stephenson Building and Parking Lot Project. *Sponsor: Council Member Sherrie Parks*

## **CLOSED SESSION**

*The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

- 11.** Consultation with City Attorney regarding legal strategies and risks for engaging with and motivating the State of Texas, including the Texas Department of Transportation, to address infrastructure and regulatory constraints limiting growth in the City of Dripping Springs, including transportation, utilities, drainage, and related intergovernmental disputes, litigation risks, and the potential need for growth-management measures, including a development moratorium. *(Consultation with Attorney, 551.071).*
- 12.** Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects. *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072).*
- 13.** Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. *(Consultation with Attorney, 551.071)*
- 14.** Consultation with attorney and deliberation regarding interlocal agreements concerning the application and enforcement of City ordinances. *(Consultation with Attorney, 551.071).*
- 15.** Consultation with attorney and deliberation regarding potential claims and the recovery of city funds. *(Consultation with Attorney, 551.071).*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

March 3, 2026, at 6:00 p.m.

March 17, 2026, at 6:00 p.m.

April 7, 2026, at 6:00 p.m.

April 21, 2026, at 6:00 p.m.

May 5, 2026, at 6:00 p.m.

May 19, 2026, at 6:00 p.m.

### Board, Commission & Committee Meetings

Parks & Recreation Commission, February 18, 2026, at 6:00 p.m.

Farmers Market Committee, February 19, 2026, at 10:00 a.m.

Emergency Management Committee, February 19, 2026, at 12:00 p.m.

Utility Commission, February 19, 2026, at 4:00 p.m.

Transportation Committee, February 23, 2026, at 3:30 p.m.

Founders Day Committee, February 23, 2026, at 6:30 p.m.

Planning & Zoning Commission, February 24, 2026, at 6:00 p.m.

## ADJOURN

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on February 11, 2026 at 4:30 p.m.*

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*Diana Boone, City Secretary*

*This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.*



## City Council Regular Meeting

*Dripping Springs City Hall*

*511 Mercer Street - Dripping Springs, Texas*

*Tuesday, January 20, 2026, at 6:00 PM*

### **DRAFT MINUTES**

With a quorum of council members present, Mayor Foulds called the meeting to order at 6:01 p.m.

#### **CALL TO ORDER & ROLL CALL**

##### *City Council Members*

Mayor Bill Foulds, Jr.  
 Mayor Pro Tem Taline Manassian  
 Council Member Place 2 Wade King  
 Council Member Place 3 Geoffrey Tahuahua  
 Council Member Place 4 Travis Crow  
 Council Member Place 5 Sherrie Parks

##### *Staff, Consultants & Appointed/Elected Officials*

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 Deputy City Administrator Shawn Cox  
 City Attorney Aniz Alani  
 City Secretary Diana Boone  
 Planning Director Tory Carpenter  
 Human Resources Director Chase Winburn  
 DSRP Manager Lily Sellers  
 Parks & Community Services Director Andy Binz  
 Parks & Community Services Assistant Director Emily Nelson  
 People & Communications Director Lisa Sullivan

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member King.

#### **PRESENTATION OF CITIZENS**

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are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

Olivia Barnard spoke in support of Dripping Springs ISD concerning the request stated in item 10.

## CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

1. **Approval of the December 16, 2025 City Council regular meeting minutes.**
2. **Approval of the appointment of Rich Lucas to the Emergency Management Committee for a term ending January 1, 2028.**
3. **Approval of a Vendor Agreement between the City of Dripping Springs and Peak Beverage Texas LLC for exclusive alcoholic beverage services at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**
4. **Approval of a Use Agreement between the City of Dripping Springs and TLL Mercantile LLC dba Holiday and Harvest for the 2026 Eggstravaganza at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**
5. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Hill Country Barrel Racing Association for the use of Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**
6. **Approval of the November 2025 Treasurer's Report. Deputy City Administrator, Shawn Cox**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve Consent Agenda items 1-6.

The motion to approve carried unanimously 5 to 0.

## BUSINESS AGENDA

7. **Discussion and possible action on creating the position of Recreation Program Manager and approving its job description. Sponsor: Mayor Bill Foulds, Jr.**

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve the position of Recreation Program Manager and its job description.

The motion to approve carried unanimously 5 to 0.

A motion was made by Council Member Parks and seconded by Council Member Crow, to move item 10 to be considered next on the agenda.

The motion carried unanimously 5 to 0.

**10. Discussion and possible action on an appeal to a Development Review Committee denial of a Tree Removal Waiver for the removal of several heritage trees for the Dripping Springs ISD High School No. 2 located at 11091 Darden Hill Road. Applicant: Whitney Blunt, Blu Fish Collaborative**

Item 10 was moved up on the agenda, following item 7.

Dripping Springs ISD School Board Members present in the audience: Olivia Barnard, Kim Cousins, Shanda DeLeon, Rob McClelland, and Tricia Quintero.

Dripping Springs ISD Superintendent and Chief Operating Officer Scott Berry presented on behalf of the school district and remained in the audience to answer questions.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for this item under section 551.071, Consultation with City Attorney. The motion carried unanimously 5 to 0.

Closed Session started at 7:10 p.m. and ended at 7:53 p.m.

No action was taken while in Closed Session.

A motion was made Council Member Tahuahua and seconded by Council Member Parks, to approve the Dripping Springs Independent School District's request to remove the caliber inches as depicted in the waiver request, subject to the performance of mitigation measures in accordance with the Landscaping Ordinance not to exceed \$594,420, or as otherwise agreed to between the City and Dripping Springs ISD by May 1, 2026, in default of which the maximum value of mitigation fees become immediately due and payable.

The motion to approve carried 4 to 1.

Roll Call Vote:

Mayor Pro Tem Manassian – nay

Council Member King – aye

Council Member Tahuahua – aye

Council Member Crow – aye

Council Member Parks - aye

**8. Public hearing, discussion, and possible action on an Ordinance of the City of Dripping Springs, Texas, amending the 2025-2026 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**

a. Staff Report

This item was presented by Deputy City Administrator Shawn Cox.

b. Public Hearing

No one spoke during the Public Hearing

c. Possible Action on Budget Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the ordinance amending the budget.

The motion to approve carried unanimously 5 to 0.

**9. Discussion and possible action to consider an application for redress, satisfaction, compensation, or relief made pursuant to Section 1.03.002 of the Code of Ordinances [Refusal by council required prior to suit] by RABD Holdings LLC regarding a request for the release of 12299 Trautwein Rd., Austin, Texas, from the Extraterritorial Jurisdiction of the City of Dripping Springs.**

This item was presented by City Attorney Aniz Alani.

Attorney Robert Avera from Avera Law Firm spoke on behalf of the applicant RABD Holdings LLC. Property owner Burt Dement was present in the audience to answer possible questions.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for this item under section 551.071, Consultation with City Attorney. The motion carried unanimously 5 to 0.

Closed Session began at 8:43 p.m. and ended at 9:07 p.m.

No action was taken while in Closed Session.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to deny the application for release submitted by RABD Holdings LLC regarding the property at 12299 Trautwein Rd.

The motion carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua and seconded by Council Member Crow, to take a 10 minute recess to have a slice of cake in appreciation of Constable John Pozuc who is leaving Hays County and will no longer be serving as our security officer. The motion carried unanimously 5 to 0.

The recess began at 9:08 p.m. and ended at 9:18 p.m.

**10. Discussion and possible action on an appeal to a Development Review Committee denial of a Tree Removal Waiver for the removal of several heritage trees for the Dripping Springs ISD High School No. 2 located at 11091 Darden Hill Road. Applicant: Whitney Blunt, Blu Fish Collaborative**

This item was moved up on the agenda, following item 7.

**CLOSED SESSION**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to go into Closed Session for item 15, under section 551.071, Consultation with City Attorney. The motion carried unanimously 5 to 0.

Closed Session began at 9:18 p.m.

*The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

- 11. Consultation with City Attorney pursuant to regarding legal considerations, risks, and feasibility of alternative law enforcement and public safety service delivery models for the City, including potential changes to policing structure, service scope, interlocal arrangements, contracting options, regulatory requirements, liability exposure, and compliance with applicable state law. (Consultation with Attorney, Section 551.071).**
- 12. Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Recreation Program Manager (Deliberation Regarding Personnel, 551.074).**
- 13. Consultation with City Attorney regarding legal strategies and risks for engaging with and motivating the State of Texas, including the Texas Department of Transportation, to address infrastructure and regulatory constraints limiting growth in the City of Dripping Springs, including transportation, utilities, drainage, and related intergovernmental disputes, litigation risks, and the potential need for growth-management measures, including a development moratorium. (Consultation with Attorney, 551.071).**
- 14. Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects. (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072).**
- 15. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (Consultation with Attorney, 551.071)**
- 16. Consultation with attorney and deliberation regarding interlocal agreements concerning the application and enforcement of City ordinances. (Consultation with Attorney, 551.071).**

Closed Session ended at 9:31 p.m.

No action was taken while in Closed Session.

**ADJOURN**

A motion was made made by Council Member Tahuahua and seconded by Council Member Parks, to adjourn the meeting.

The motion to adjourn carried unanimously 5 to 0.

The meeting was adjourned at 9:32 p.m.

**APPROVED ON:**    *Month, XX, 202X*

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Diana Boone, City Secretary*



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

**Submitted By:** Diana Boone, City Secretary

**Council Meeting Date:** February 17, 2026

**Agenda Item Wording:** **Approval of the appointment of the Dripping Springs Youth Sports Association recommendation of Larry Lane to the Parks & Recreation Commission for a term ending June 30, 2026.**

**Agenda Item Requestor:** Andy Binz, Parks & Community Services Director

**Summary/Background:** The Parks & Recreation Commission is an nine-member advisory commission responsible for making recommendations to the city council regarding the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city. The Commission is also responsible for making recommendations to the city council pertaining to the city's master park plan.

Commissioners are appointed by City Council with four (5) members serving at-large, two (2) members serving as representatives of the Dripping Springs Independent School District, and two (2) members serving as representatives of the Dripping Springs Youth Sports Association.

**Current Members:**

<b>Member</b>	<b>Term</b>	<b>Seat Description</b>
Paul Fushille, Chair	06/30/27	At-Large
Olivia Barnard	06/30/26	DSISD Representative
Thomas Lengel	06/30/26	DSISD Representative
Hope Boatright	06/30/26	At-Large
Kristy Caldwell	06/30/27	At-Large
Tyson Joe	06/30/26	DSYSA Representative
<b>Bryant Scheppler</b>	<b>06/30/26</b>	<b>DSYSA Representative</b>
Taylor Houston	06/30/2027	At-Large
Ryan Strittmatter	06/30/2026	At-Large

**Vacancies and Applicants**

DSYSA representative Bryant Schepler has resigned. A letter of recommendation was received from DSYSA to fill the vacancy.

**Attachments:**

1. Application/resume
2. Recommendation

**Next Steps/Schedule:**

1. Update website
2. Send welcome letter and calendar invites
3. Introduction email to Commission

**Diana Boone**

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**From:** Maverick Coleman  
**Sent:** Monday, February 9, 2026 8:08 AM  
**To:** Diana Boone  
**Subject:** Fw: DSYSAs Recommendation for Parks and Rec Commissioner

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**From:** Tyson Joe <tyson.joe@dsysa.org>  
**Sent:** Monday, February 9, 2026 8:06 AM  
**To:** Andrew Binz <ABinz@cityofdrippingsprings.com>; Maverick Coleman <MColeman@cityofdrippingsprings.com>  
**Subject:** DSYSAs Recommendation for Parks and Rec Commissioner

Dear Members of the Commission,

I am writing to recommend **Larry Lane** to serve as the DSYSAs representative on the Dripping Springs Parks and Recreation Commission.

Larry brings a thoughtful, collaborative approach and a strong understanding of youth sports operations, facilities, and community partnership. He is well-respected within DSYSAs and consistently demonstrates sound judgment, accountability, and a long-term perspective that aligns well with the Commission's mission.

I am confident Larry would represent DSYSAs professionally and contribute meaningfully to discussions around parks planning, youth programming, and shared community resources.

Please feel free to reach out if any additional information would be helpful.

Sincerely,

Tyson Joe



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

**Submitted By:** Lisa Sullivan

**Council Meeting Date:** February 17, 2026

**Agenda Item Wording:** **Approval of creating the position of Part-time Graphic Designer and approval of its job description.**

**Agenda Item Requestor:** Lisa Sullivan/Chase Winburn

**Summary/Background:**

The City of Dripping Springs continues to experience significant growth, resulting in increased demand for professional design work across multiple departments: expanded Parks programming and amenities have grown; the need for materials, maps and guides for our tourism department has grown; major initiatives such as Western Wonderland, Stars in Dripping, Hometown Holidays in Dripping, and ongoing DSRP events require consistent, high-quality visual materials; and in addition, the renovation of the historic Stephenson Building into a community and event center introduces a new, ongoing need for professional marketing and promotional materials directly tied to revenue generation. Other projects continue to be added.

The City has a rare opportunity to hire a highly experienced graphic designer on a part-time basis, who has already been working with the City on a freelance basis. She is fully familiar with City branding, workflows, and expectations and can step into the role immediately with no onboarding ramp-up. She is a resident of Dripping Springs and has worked for large companies (American Express, CBS, Department 56/Lenox Group, Disney, and more) but is wanting to work for a local organization she respects and admires to make a difference, which is the City of Dripping Springs.

This is a part-time position, with few benefits. Additionally, because the role would support both City and Tourism projects, the cost can be appropriately split between City funds and HOT funds. This structure maximizes value while maintaining budget responsibility. The fiscal impact of adding this new position is significantly offset by the savings in expenditures for graphic design work. The anticipated cost for this position is \$45,000.00. In the last year, the City has spent approximately \$20,000.00 on design work, work which will now be done in house at no additional cost to the City.

There is funding capacity for this position in the FY 2026 Budget, and a budget amendment is not required.

(See Attachment: Additional Background Information)

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Approve creating the position of Part-time Graphic Designer and approve its job description.

**Attachments:** Additional Background Information - Part-time Graphic Designer - February 2026  
Job Description  
Cathy Richardson Resume  
Cathy Richardson Portfolio

**Next Steps/Schedule:** Hire graphic designer to begin in March.

## **Additional Background Information – Part-time Graphic Designer**

February 2026

### **WHY POSITION IS NEEDED**

The City of Dripping Springs continues to experience significant growth, resulting in increased demand for professional design work across multiple departments. Expanded Parks programming and amenities have grown the Activities Guide from one to three editions annually, with the addition of Visitor Guides through the Tourism/Visitors Bureau. Major initiatives such as Western Wonderland, Stars in Dripping, Hometown Holidays in Dripping, and ongoing DSRP events require consistent, high-quality visual materials.

In addition, the renovation of the historic Stephenson Building into a community and event center introduces a new, ongoing need for professional marketing and promotional materials directly tied to revenue generation. As the City prepares to launch and operate this facility as a rentable venue, success will depend on the ability to clearly and professionally market the space, communicate rental opportunities, and support bookings through high-quality visual materials. This includes branding, promotional campaigns, rental packets, digital advertising assets, wayfinding and on-site signage, and event support materials. Consistent, professional design will be essential to driving awareness, increasing utilization, and maximizing rental revenue.

Currently, smaller design items are handled by the Content Marketing Specialist and the DSVB Marketing Coordinator. However, large-scale, complex design and branding projects have increasingly been handled by the People & Communications Director (often requiring weekend and after-hours work to meet deadlines) or have been outsourced to freelance designers. This approach is not sustainable long term and diverts leadership time away from strategic priorities. Also, by hiring this designer, it frees up our staff to do more video and presentations for internal training, recruitment and more.

### **UNIQUE OPPORTUNITY**

The City has a rare opportunity to hire a highly experienced graphic designer who has already been working with the City on a freelance basis. She is Cathy Richardson and is fully familiar with City branding, workflows, and expectations and can step into the role immediately with no onboarding ramp-up.

The proposed hourly rate is significantly below market. A graphic designer of her talent commonly charges \$75 – \$150+/hour. The candidate is a resident of Dripping Springs and has expressed strong interest in working for the City due to her desire to do something in public service and desire to contribute meaningfully to the community where she lives. She has worked for large companies (such as American Express, Dell Publishing, Bed Bath & Beyond, CBS, Cirque Du Soleil, Department 56/Lenox Group, Disney Consumer Products, Disney Stores, The Jane Goodall Institute, Gibson Greetings, Jim Henson Productions and more), but she misses the day-to-day collaboration, engagement, teamwork and community impact that comes from working directly within an organization, and wants to for an organization she respects and admires, which is the City of Dripping Springs.

### **SCOPE OF WORK**

The position would support:

- Tourism-Economic Development
  - Signage
  - Branding & Identity
  - Campaign-specific visual identities (seasonal or themed).

- Visitor guides, brochures, and maps
- Posters, flyers, and rack cards
- Social media graphics and templates
- Website visuals (hero images, banners, icons)
- Email newsletter layouts and graphics
- Print ads for magazines
- Digital ads for social platforms and display networks
- Event signage, programs, and tickets
- Branded merchandise designs (t-shirts, tote bags)
- Infographics for itineraries or local highlights
- Projects to help businesses in Dripping and encouraging residents to “shop and dine” in Dripping.
- City: Parks, DSRP, Department Needs (some could also tie into tourism)
  - Event materials and promotions
  - Banners and maps
  - Three annual Activities Guides
  - Website and digital graphics
  - Internal HR and employee engagement materials
  - Training and informational videos
  - Logos and brand development (DSRP? Stephenson Building?)
  - Additional design needs as they arise
- Other future needs/potential
  - Founders Day: Helping with maps, graphics (Note: Cathy designed the Founders Day Logo 8 years ago)
  - Stephenson Building: event/rental packets, floor plans, website, etc.
  - Rathgeber: All marketing and brochure needs for educational programming, signage, etc.
  - Historic brochures, maps, guides
  - Lighting Compliance communications
  - Welcome packet for new residents for builders: utility information, City contacts
  - Economic Development Marketing – encouraging people to stay in Dripping and spend money – downtown, future Headwaters developments, breweries/wineries
  - Additional design needs as they arise

### **FINANCIAL IMPACT**

While it may appear cost-effective to manage design work internally or outsource on an ad-hoc basis, having a dedicated part-time graphic designer provides greater consistency, faster turnaround times, and higher overall quality. Specialized design expertise allows projects to be completed more efficiently, reducing bottlenecks and freeing other staff to focus on their primary responsibilities.

In the last year, the City has spent approximately \$20,000.00 on graphic design work. This not only includes work in the General Fund, but also the Ranch Park and Visitors Bureau Funds. As we continue to grow and promote our projects, improvements, events, etc., these costs are anticipated to increase. While there is a cost to bring on a new employee, approximately \$45,000.00 for this position, the impact is nearly cut in half, with anticipated savings in other line items.

This is a part-time position, with few benefits. Additionally, because the role would support both City and Tourism projects, the cost can be appropriately split between City funds and HOT funds. This structure maximizes value while maintaining budget responsibility.

In short, the impact is small:

- Part-time position
- Current funding capacity exists in the Visitors Bureaus and General Fund accounts to fund this position, without requiring a budget amendment.
- Only benefits will be TMRS, since the hours will be 25 per week.
- Depending on the year and projects, we've spent on average around \$10-\$15K on outside design (Hometown Holidays, Western Wonderland, Songwriters Festival, historic brochures, eclipse Items, icons and graphic needs for miscellaneous projects; Rodeo logo; DSVB logo; maps; guides; and more. By hiring this designer, those costs are shifted.
- Competitive hourly rate is well below market value for this caliber of design.
- Costs can be split between City and HOT funds.
- Improved efficiency reduces overtime and frees up time for other needs of People, Communications and Tourism employees.

## Q&A

### **Why is this position needed now?**

The volume and complexity of design work have increased due to City growth, expanded Parks programming and amenities, additional publications, and community events. Future projects will need resources such as Stephenson Building, Old Fitzhugh Road, and more. Current staffing is not structured to sustainably meet these demands without diverting leadership time or incurring overtime. And, we have the opportunity to hire a highly experienced and accomplished graphic designer at this time.

### **Why not continue outsourcing design work as needed?**

Ad-hoc outsourcing often results in higher hourly rates, inconsistent turnaround times, and less familiarity with City branding standards. A dedicated part-time designer provides consistency, efficiency, and cost control.

### **Why hire this individual instead of conducting full recruitment?**

This individual has a proven track record with the City, is already familiar with City systems and branding, and is available at a significantly reduced hourly rate.

### **Is the hourly rate we will pay reasonable for this type of work?**

Yes. In fact, it is well below market. Designers with comparable experience typically charge \$75-\$150 per hour. This rate represents a strong value for the City.

### **Will this position require benefits or increase long-term costs?**

It will not incur insurance costs, but given it is 25 hours/week, it will incur TMRS benefits, as a part-time employee must be at 19-hours to not incur any benefits. For this position to work, the position will be between 20-25 hours a week.

### **How many hours per week will this employee work?**

Hours will be managed based on project needs and budget availability, allowing flexibility and cost control, but as stated above, anticipating 20-25 hours a week.

### **Can this work be done by existing staff?**

Existing staff already handles smaller design tasks. Larger, more complex projects require specialized design expertise, are often outsourced or done by People & Communications Director, taking her time away from other needed strategic duties or incurring additional hours/comptime.

### **How does this benefit the community?**

Professional, consistent design improves the clarity, accessibility, and effectiveness of City communications, supporting public engagement, tourism promotion, and community pride.

### **Why are HOT funds involved?**

The position supports both City and Tourism initiatives, including Visitor Guides, event promotion, and tourism-related materials. Allocating a portion of the cost to HOT funds is appropriate and consistent with allowable uses.

### **What happens if the workload decreases?**

As a part-time position, hours can be adjusted to align with workload and budget needs, providing flexibility without long-term obligation.

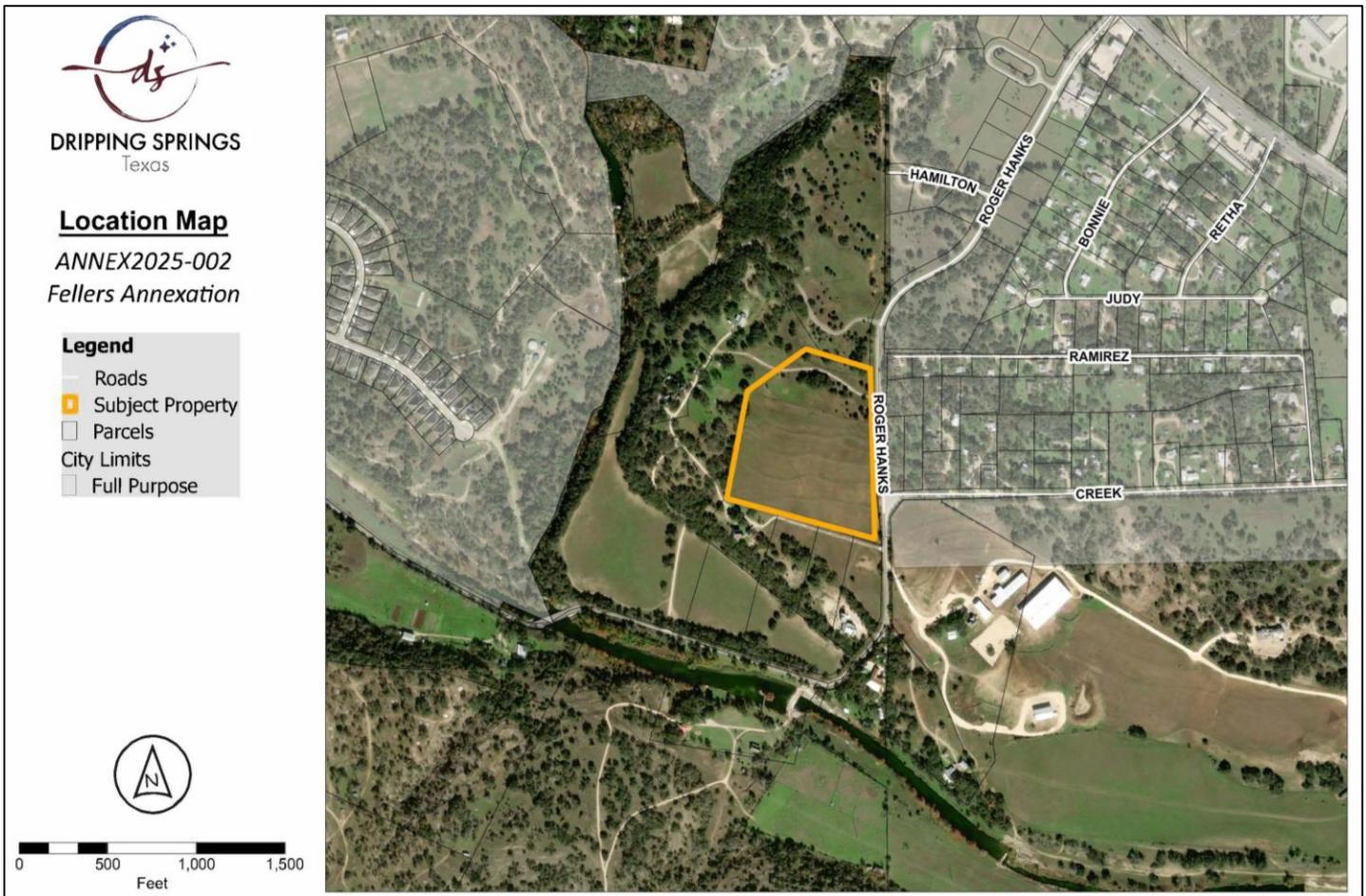


# City Council Planning Department Staff Report

**City Council Meeting:** February 17, 2026  
**Project No:** ANNEX2025-002  
**Project Planner:** Sara Varvarigos, AICP, Senior Planner

## Item Details

**Project Name:** Fellers Residential Project  
**Property Location:** 1300 Creek Road, Dripping Springs, TX 78620  
**Legal Description:** A0222 Benjamin F Hanna Survey, 14 Acres out of a 52.7742 acre tract  
**Applicant:** Pat Helgeson (Tri Pointe Homes)  
**Property Owners:** Cypress Fork Ranch, L.P.  
**Request:** Request for voluntary annexation and a zoning amendment to SF-2 upon approval of annexation request.



## Overview

The applicant requests annexation of approximately 14 acres of land, located along Creek Rd and Roger Hanks Pkwy, into the City Limits. This 14-acre site is a portion of a larger 52-acre property owned by Ranch Forks L.P., and will become part of the overall Fellers Residential Development (refer to Attachments 1 and 2).

The property owner signed an Annexation Municipal Services Agreement with the City of Dripping Springs, which includes the provision of wastewater services (refer to Attachment 3). The property owner currently holds 80 wastewater LUEs from the City of Dripping Springs (Attachment 3- Exhibit B) and has agreed to allocate 18 LUEs to the 14-acre tract. In addition, the Dripping Springs Water Supply Corporation (DSWSC) Board approved a Non-standard Service Agreement (NSSA) for the provision of 18 drinking water LUEs to the Fellers site (refer to Attachment 4).

The applicant also proposes zoning the site to SF-2, Moderate Density Residential, following approval of the annexation request. This zoning district is consistent with the City Comprehensive Plan Conceptual Future Land Use Map, adopted in 2016, which identifies the Fellers Project area as “Medium Density Residential” (refer to ZA2025-002 agenda packet and attachments).

## Annexation and Zoning Schedule

December 2, 2025 – City Council took action on moving forward with the proposed annexation, allowing staff to negotiate the municipal services agreement.

January 27, 2025 – The Planning & Zoning Commission conducted a public hearing and recommended the proposed zoning designation of SF-2. The Commission also requested clarifications on the implementation timeline of the municipal wastewater service agreement and potential interim measures for providing wastewater services to the 14-acre property.

February 17, 2026 – City Council will conduct a public hearing for annexation of the property, consider the municipal services agreement and an annexation ordinance.

February 17, 2026 – If annexation is approved, City Council will conduct a public hearing and consider proposed zoning designation of SF-2.

## Public Notification

Notice was published for the annexation Public Hearing, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law.

## Annexation Benefits & Detriments

### Benefits to the City for Annexation:

- Aligns with City Comprehensive Plan Conceptual Future Land Use Map
- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- City Property Tax
- Land Use Control

### Detriments to the City for Annexation

- No significant detriments noted - the proposed annexation and land use aligns with City Comprehensive Plan

**ETJ Annexation Comparison**

	<b>ETJ</b>	<b>City Limits (SF-2)</b>
<b>Impervious Cover</b>	35%	40%
<b>Landscaping</b>	Tree preservation (35% standard and 100% heritage) and mitigation apply	Tree preservation (35% standard and 100% heritage), mitigation, street tree planting (2 per lot), and landscape buffers (25-30 ft) apply
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>City Property Tax</b>	Does not apply	Applies
<b>Land Use Control</b>	None	Limited to Single-Family
<b>Building Height</b>	Unrestricted	Max 40 ft for main building

**Attachments**

- Exhibit 1: Annexation Request
- Exhibit 2: Applicant Presentation and Concept Plan
- Exhibit 3: City Annexation and Municipal Service Agreement
- Exhibit 4: DSWSC NSSA LUE Reservation Agreement
- Exhibit 5: Annexation Ordinance

Recommended Action:	Staff recommends approval of the annexation.
Alternatives/Options:	Refusal of the proposed annexation.
Budget/Financial Impact:	None calculated at this time, however, those properties in the city limits will be subject to property taxes.
Public Comments:	The City received one public comment in support and one public comment in opposition to the proposed annexation and zoning of the property, as noted in the staff report for ZA2025-002.
Enforcement Issues:	N/A



**DRIPPING SPRINGS**  
Texas

Attachment 1

City of Dripping Springs

Item 5.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ANNEXATION APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

**PROPERTY OWNER NAME** Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers

**STREET ADDRESS** 1300 Creek Road

**CITY** Dripping Springs **STATE** Texas **ZIP CODE** 78620

**PHONE** \_\_\_\_\_ **EMAIL** [REDACTED]

**APPLICANT NAME** Pat Helgeson

**COMPANY** Tri Pointe Homes

**STREET ADDRESS** 13640 Briarwick Drive, Suite 170

**CITY** Austin **STATE** Texas **ZIP CODE** 78729

**PHONE** [REDACTED] **EMAIL** [REDACTED]

**TYPE OF ANNEXATION APPLICATION**

**PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).**

**VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)**

**DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)**

<b>PROPERTY INFORMATION</b>	
PROPERTY OWNER NAME	Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers
PROPERTY ADDRESS	1300 Creek Road, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 52.7742
TAX ID#	136311
CURRENT LAND USE	None (ETJ)
REQUESTED ZONING	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	This request is for the annexation of approximately 14 Acres of the existing tract listed above. The developer (Tri Pointe Homes) wishes to build a small single-family subdivision with City of Dripping Springs roads and wastewater service. Water service to be provided by DSWSC.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The developer intends to zone this subdivision as SF-2 and the development will consist of 18 - 0.5 acre lots with the necessary associated infrastructure (pond, streets, water, wastewater etc.).

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jacob Harris @ Kinley Lora is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Clairan Feller Clinis Sea

Name

owner/manager

Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

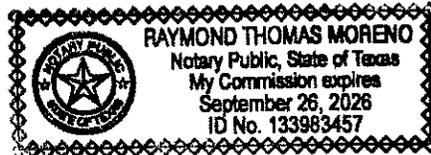
This instrument was acknowledged before me on the 16<sup>th</sup> day of October,

2025 by Raymond Moreno

[Signature]  
Notary Public, State of Texas

My Commission Expires: 9/26/26

Pat Helgeson  
Name of Applicant



**ANNEXATION APPLICATION SUBMITTAL**

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I certify that I have read through and met the above requirements for a complete submittal:

Applicant Signature Jacob Harris

10/9/2025  
Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of requested utilities or services (if any) <b>CoDS Wastewater</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps <b>Concept plan</b>
<input type="checkbox"/>	<input type="checkbox"/>	List of Current Uses <b>N/A</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district <b>N/A</b>

Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_  
Only filled out by staff



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: Roger Hanks Cypress Fork

Project Address: 1300 Creek Road, Dripping Springs, TX 78620

Project Applicant Name: Pat Helgeson

**Billing Contact Information**

Name: Tri Ponte Homes Texas, Inc.

Mailing Address: 13640 Briarwick Drive, Suite 170  
Austin, TX 78729

Email: [REDACTED] Phone Number: [REDACTED]

Type of Project/Application (check all that apply):

- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other \_\_\_\_\_

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. Please see the online Master Fee Schedule for more details. By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

[Signature]  
Signature of Applicant

10/7/25  
Date

# Cypress Fork/Roger Hanks (Fellers Tract)

## Request for SF-2 Zoning

> About Tri Pointe

> Proposed homes

January 27, 2026

# About Tri Pointe Homes

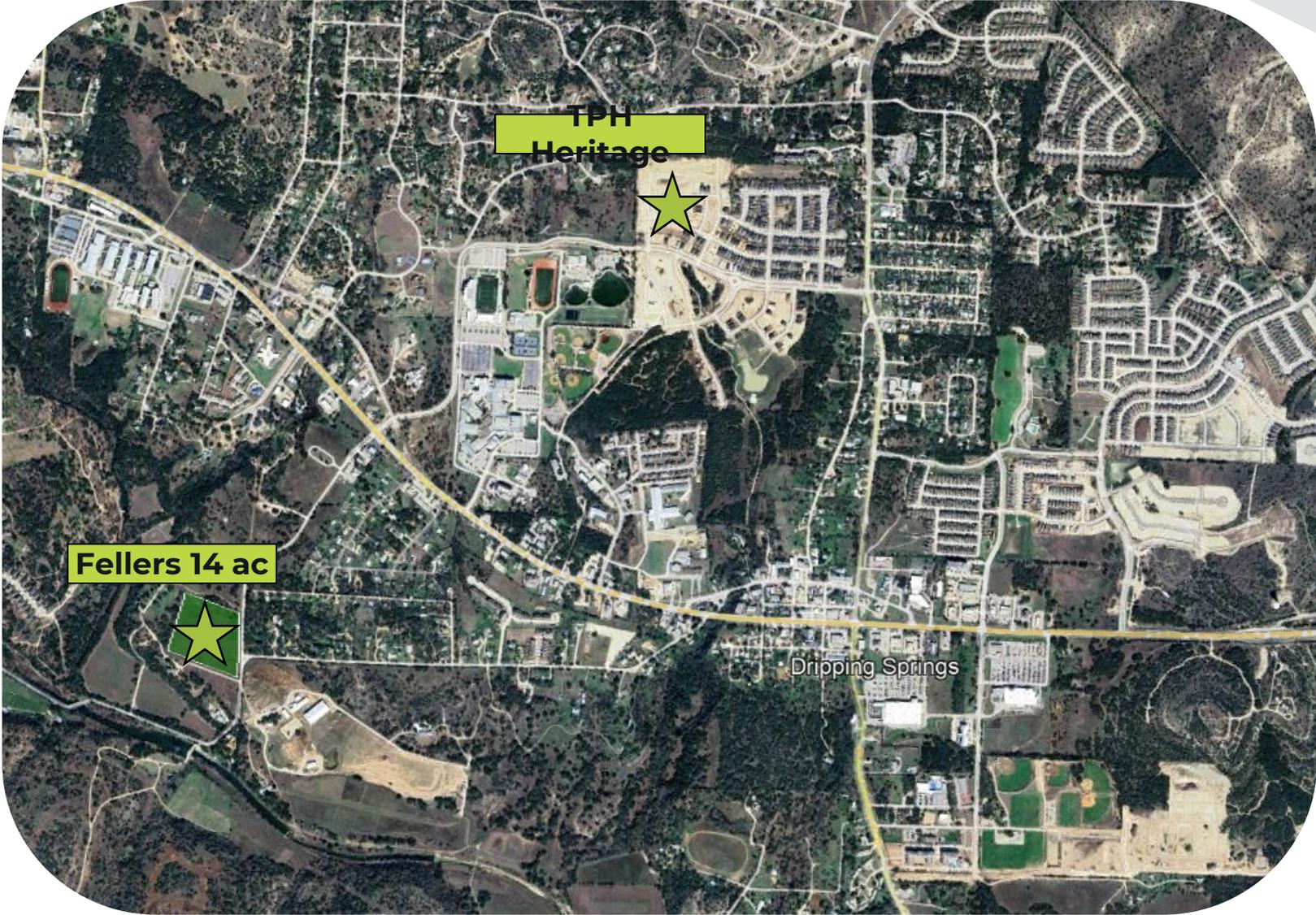
## ► History of Tri Pointe

- Tri Pointe Homes acquired Trendmaker Homes in 2014, and is one of the largest homebuilders in the country.
- Trendmaker operated in Texas beginning in 1971 and provided thousands of new homes to Texans, including homes in Headwaters and in Belterra.
- Actively building in Heritage master plan community on RR12

## ► Awards

- **Builder of the Year:** Awarded by “Builder and Developer Magazine” in 2019 and Builder Magazine 2015.
- Recognized as one of the **100 Best Companies to Work for by Fortune Magazine in 2025**
- Recognized as one of the **World’s Most Admired Companies by Fortune Magazine in 2024**

# Tri Pointe Existing and Proposed Communities in Dripping Springs



# Summary Continued

## ► Annexation

- ANNEX2025-002 and ZA2025-002
- Subject property annexation request and zoning amendment will be reviewed and decided by City Council on February 17, 2026

## ► Zoning

- Requested Zoning: **Moderate Density (SF-2)**
  - Compatible with neighboring zoning and uses**
  - Aligns with City Comprehensive Plan Conceptual Future Land Use Map (Fellers Project area identified as Medium Density Residential)**
  - No variances requested. Typical city standards will be utilized**

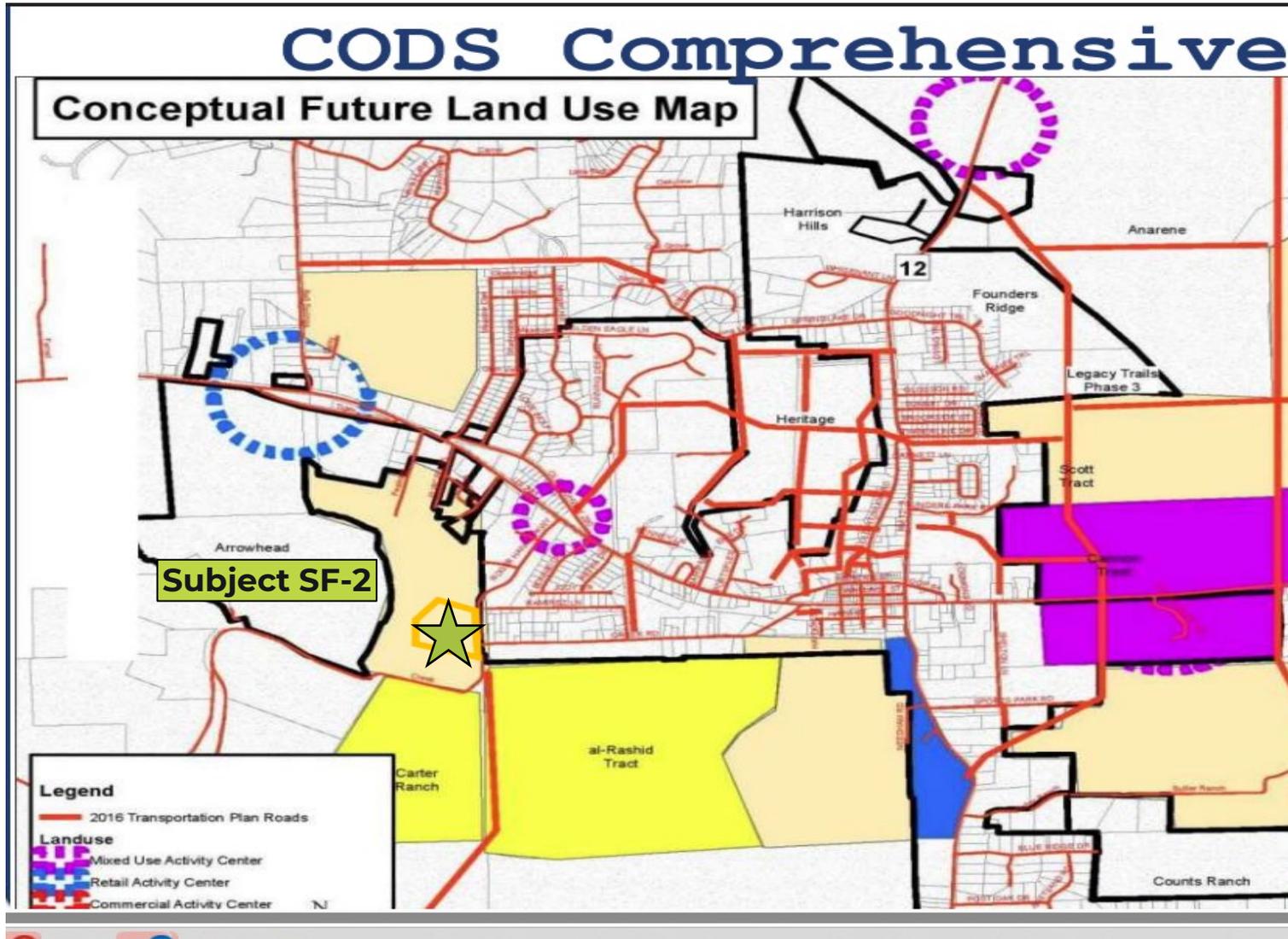
## ► Water and Wastewater

- Board of DSWSC approved the NSSA for water service on December 1, 2025
- Wastewater Reservation Agreement secured LUE's, as well as 3<sup>rd</sup> party easement required to service the homes

## ► Proposed Timeline

- Land Dev Start: **March-2027**
- Finished Lots: **July-2027**
- Home Construction Start: **July-2027**
- Grand Opening: **Feb-2028**

# Fellers Tract-FLUM & Comp Plan





# Large Lot Demand

- ▶ Large lots are in demand in Dripping Springs (lots greater than 10,000 sqft) have seen strong pricing and sales in subdivisions such as Caliterra and Headwaters.
- ▶ Supply of large lots in Dripping Springs is low, with Caliterra having an estimated 10 lots remaining in their current section, and only 21 in Headwaters
- ▶ Developing the Fellers Tract presents a new opportunity for home buyers desiring larger homes on larger lots
- ▶ Our planned 60' wide product on ½ acre lots will fill a high demand, low supply niche.
  - *Larger homes on larger lots have high sales values (\$900k), thereby increased the assessed value of the property from its current Ag exemption to over \$16M increase property tax revenues to the City of Dripping Springs.*

# Proposed Product Examples



## Square footages from 2950 – 4400 SF

PLAN NAME	SQ. FT.	# LVLS	# BRMS	BATH ROOMS
<b>Elysia</b>	<b>2958</b>	<b>1</b>	<b>4</b>	<b>3.5</b>
<b>Aurelia</b>	<b>3257</b>	<b>1</b>	<b>4</b>	<b>3.5</b>
<b>Altura</b>	<b>3627</b>	<b>2</b>	<b>4</b>	<b>3.5</b>
<b>Echelon</b>	<b>4114</b>	<b>2</b>	<b>4</b>	<b>4.5</b>
<b>Zenith</b>	<b>4400</b>	<b>2</b>	<b>5</b>	<b>4.5</b>

Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Planned Product Examples



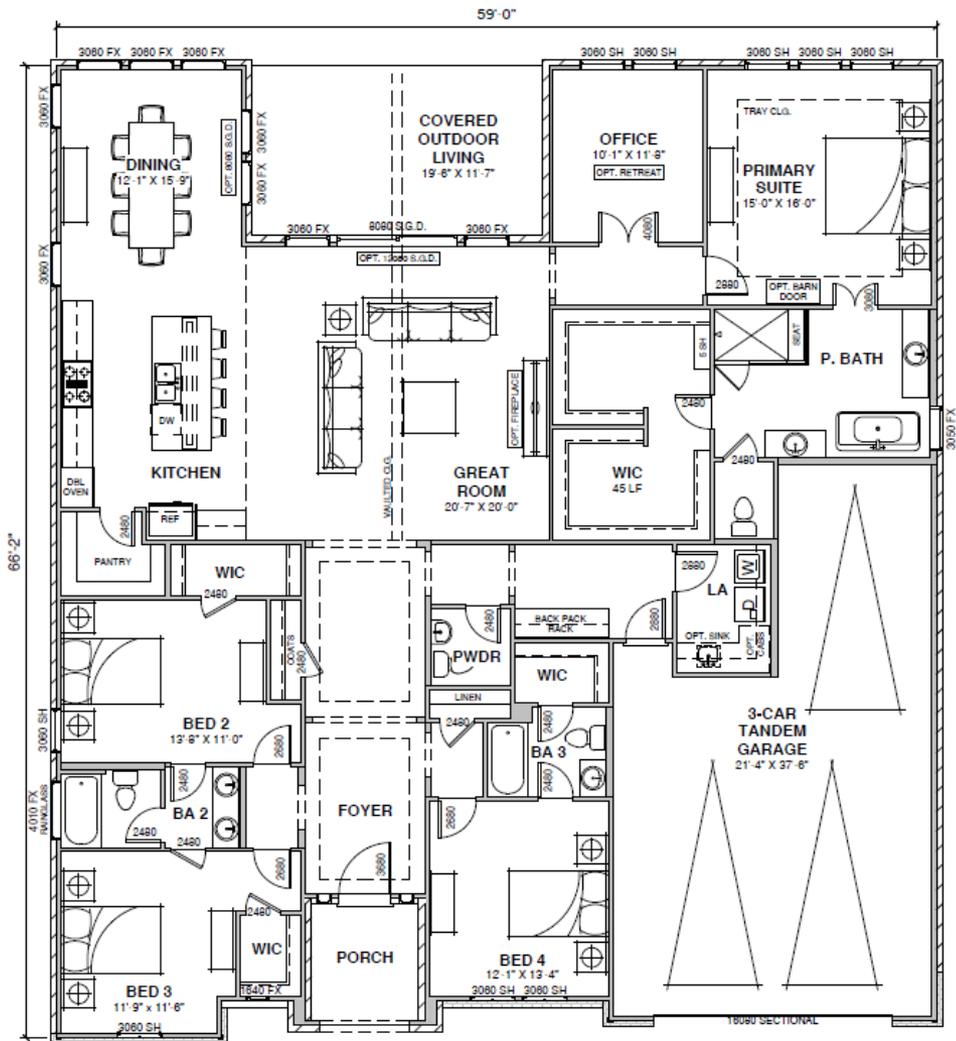
Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Planned Product Examples



Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Draft Floorplans – Single Story

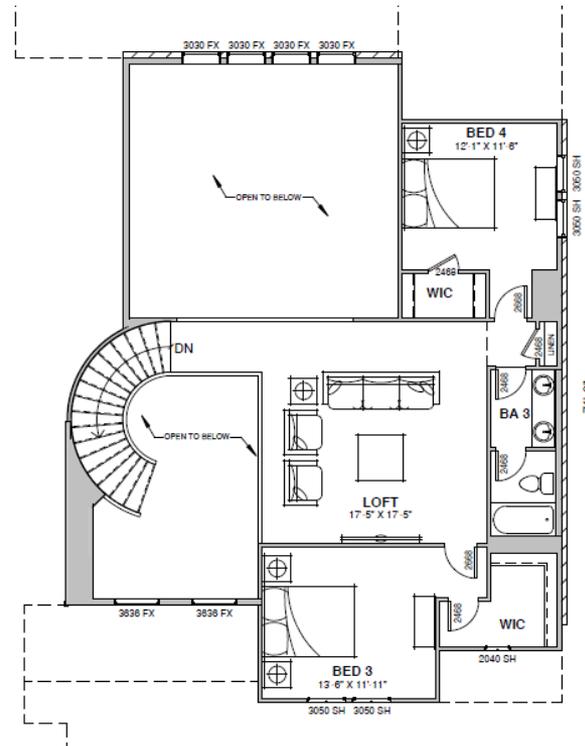
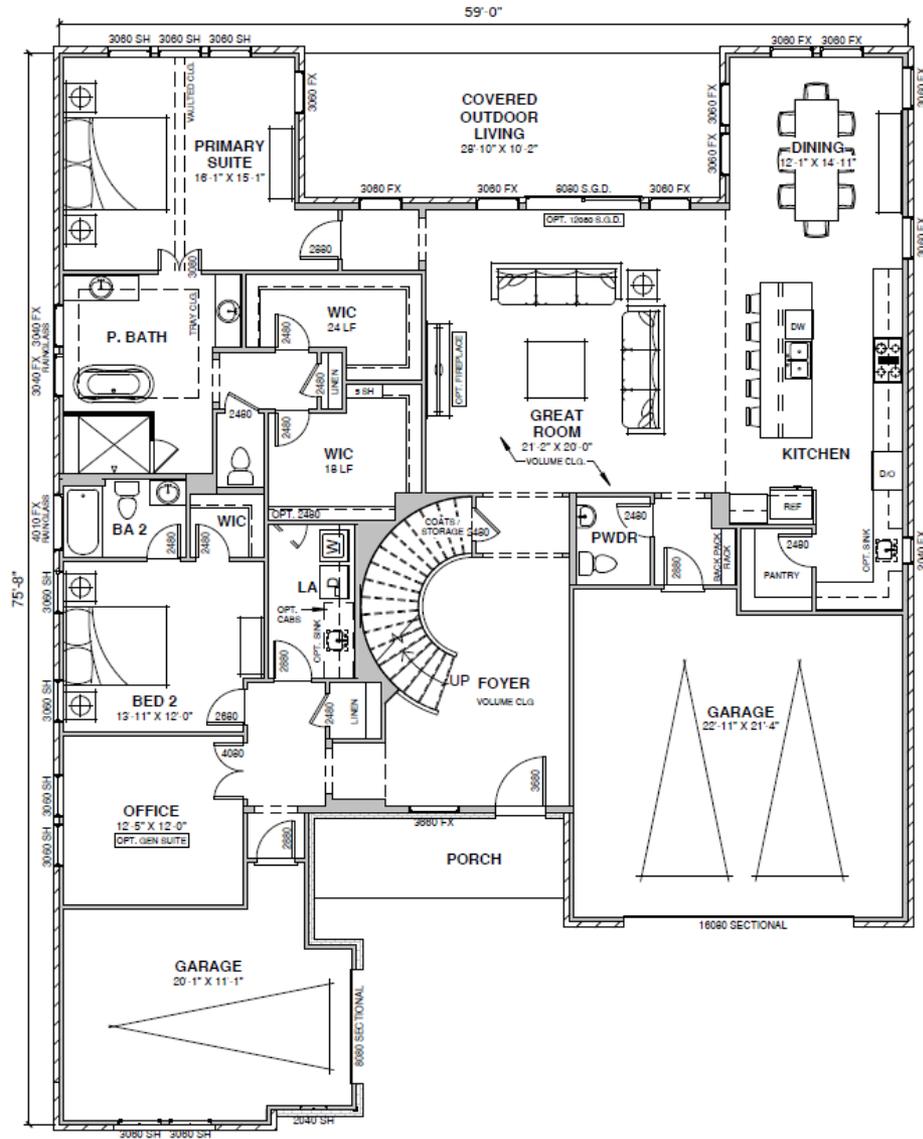


**FIRST FLOOR PLAN**  
1/8" = 1'-0"

## ► Plan 1

- Single story
- Target of 2,900 square feet
- 4 bedrooms, 3.5 baths
- 3-car tandem garage

# Draft Floorplans – 2 Story



## ► Plan 3

- Two-story
- Target of 3,600 square feet, largest plan is ~4,400 SF
- 4 bedrooms, 3.5 baths
- 3-car garage
- Spiral staircase

# SF-2 Zoning Breakdown

- Current proposed land plan follows all City of Dripping Springs guidelines for SF-2 zoning which are outlined below, with **no variances requested.**

**Table 2: Dimensional Standards for Development**

<b>Lot Dimensions*</b>	
Minimum Area	0.50 Acres
<b>Site Standards</b>	
Maximum Height	40'
Maximum Height for Accessory Structures	25'
Impervious Cover Limits	40% Maximum
<b>Setbacks</b>	
Front	25'
Side	15'
Rear	25'
Roadway Buffer	35' for Arterials, 25' for Collectors

▶ Thank you

## MUNICIPAL SERVICES AGREEMENT

This Agreement, made and entered into this February 17, 2026 by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Cypress Fork Ranch, L.P.**, (hereinafter referred to as “Owner”), is understood and agreed to be as set forth herein:

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 14.06 acres of land situated in the A0222 Benjamin Hanna Survey, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:**

### 1. Property

This Agreement is only applicable to the Property, more specifically described in Exhibit “A”.

### 2. Intent

It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

### 3. Municipal Services

Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

#### (a) Police Protection

The City does not provide municipal police protection but works with Hays County for protection through the Hays County Sheriff’s Office and Hays County Constable’s Office for our precinct.

(b) **Fire Service**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue—Emergency Services District # 6. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

(c) **Building Inspection/Code Enforcement Services**

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

(d) **Libraries**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

(e) **Environmental Health And Health Code Enforcement Services**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

(f) **Planning and Zoning**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance.

(g) **Parks and Recreation**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

(h) **Street and Drainage Maintenance**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

(i) **Street Lighting**

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

(j) **Traffic Engineering**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

**(k) Sanitation/Solid Waste Collection and Disposal**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to a company, which will be notified of all newly-annexed parcels. Access to information related to solid waste service can be found on the city's website.

**(l) Water Service**

The City is a water provider; however, the City will not be the water provider for this property. Dripping Springs Water Supply Corporation is the water provider for this area.

**(m) Sewer Service**

The City municipal sewage collection, treatment, and disposal system is limited in geographic scope and ability to serve. However, per the Agreement referenced in **Exhibit "B"**, the City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. Refer to agreement (**Exhibit "B"**) for further details. A wastewater utilities agreement must be negotiated and approved prior to sewage service being available.

**(n) Miscellaneous**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. Annexed Property Requirements****(a) Lighting**

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

**(b) Zoning**

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

**5. Authority**

City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

**6. Severability**

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

**7. Interpretation**

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

**8. No Waiver**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**9. Governmental Powers**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**10. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**11. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**12. Agreement Binds Successors and Runs With the Land**

This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

**13. Entire Agreement**

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and the attachments, this Agreement shall prevail.

**14. Amendment**

This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**15. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. Waiver of Contractual Right**

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**17. Governing Law and Venue**

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

**CITY OF DRIPPING SPRINGS**

**CYPRESS FORK RANCH, L.P.**

\_\_\_\_\_

  
\_\_\_\_\_

Date

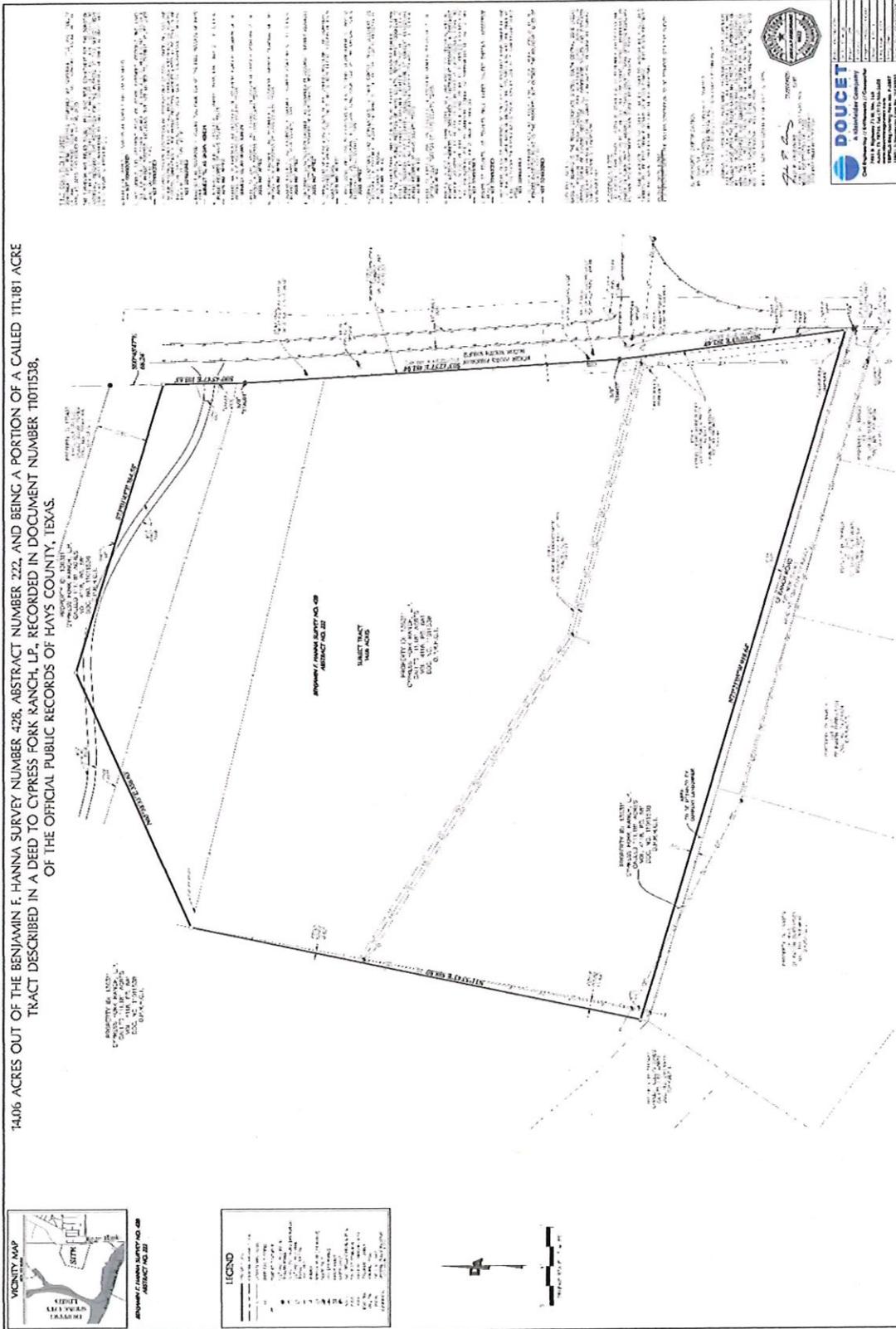
  
\_\_\_\_\_

Date

2/3/25

Exhibit "A"

14.06 ACRES OUT OF THE BENJAMIN F. HANNA SURVEY NUMBER 428, ABSTRACT NUMBER 222, AND BEING A PORTION OF A CALLED 111.81 ACRE TRACT DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER T101538, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



**Exhibit "B"**

**Capacity Reservation**

WHEREAS, Owner has agreed to grant to City a Wastewater Easement, as further detailed in this Agreement; and

WHEREAS, City, as further consideration for that Wastewater Easement being granted by Owner, has agreed to reserve capacity in its wastewater collection system as set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**A. Definitions.**

"City" means the City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

"Land" means that certain approximately 54.0822-acre tract of land in Hays County, Texas, with the legal description of the tracts of land as described in Document No. 2012-12008148 recorded 3/30/2012, and Document No. 20058437 recorded 12/16/2020, save and except the property sold in Document No. 20044978 recorded 10/6/2020, and save and except the property conveyed in Document No. 22008563 recorded 2/22/2022, Official Public Records of Hays County, Texas.

"LUE" means Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

"Owner" means Cypress Fork Ranch, L.P., a Texas limited partnership.

**B. City's Obligations**

1. Reserve Capacity. City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. City will not charge any reservation fees to reserve this capacity. If the Land is fully platted within this eight-year-period and all 80 LUEs are not utilized, all remaining reserved LUEs are terminated.

**C. Owners' Obligations**

1. Prior to obtaining wastewater service, Owner must negotiate and execute a Wastewater Utility Agreement with the City.

2. Facilities on the Land. Owner and future wastewater customers on Owner's property shall be responsible for the cost, construction, installation and maintenance of all sewer lines, wastewater taps, and other wastewater infrastructure between the service connection that has been constructed by the City and the facilities on the Land. Further, notwithstanding this Agreement, the Owner and all future wastewater customers on the Land remain subject to but not limited to applicable City ordinances, as these ordinances may be amended from time to time, including requirements related to development plans or site plans, and all provisions related to wastewater service availability, application, and commencement of retail wastewater service; payment of all wastewater rates, fees and charges, including all connection fees and Impact Fees; all applicable pretreatment requirements; and service termination, interest, and other charges as provided in the ordinance for delinquent accounts.

D. Assignment

1. Assignment. Owner may assign this Agreement as to all or part of the reserved LUEs without the written consent of the City to transferees of the Land from Owner.

EXECUTED this the 4<sup>th</sup> day of April, 2022.

CITY:  
CITY OF DRIPPING SPRINGS, TEXAS

By: Bill Foulds  
Mayor Bill Foulds

OWNER:  
CYPRESS FORK RANCH, L.P.  
BY: Cypress Fork Management, LLC, its General Partner

By: Doyle M. Fellers  
Doyle M. Fellers, Manager

By: Claireen Fellers  
Claireen Fellers, Manager

**NON-STANDARD RETAIL WATER SERVICE AGREEMENT  
BETWEEN  
DRIPPING SPRINGS WATER SUPPLY CORPORATION  
AND  
CYPRESS FORK RANCH, L.P.  
FOR THE  
FELLERS PROJECT**

This Non-Standard Retail Water Service Agreement (“Agreement”) is between Dripping Springs Water Supply Corporation (“Dripping Springs WSC”), a Texas nonprofit, member-owned water supply corporation operating under the authority of Texas Water Code chapter 67, and Cypress Fork Ranch, L.P. (“Developer”), a Texas limited partnership having its principal place of business at 1300 Creek Road, Dripping Springs, Texas 78620.

**Background**

- Dripping Springs WSC operates, maintains, and controls facilities that provide water service within its certificated service area under certificate of convenience and necessity (“CCN”) number 10315.
- Developer owns about 14.1 acres of land called Fellers and identified by Hays County Appraisal District property-identification number R136311 (“Property”), which is further described by the Property’s most recent survey in Exhibit B (attached and incorporated into this Agreement).
- The Property is located in Dripping Springs WSC’s certificated service area.
- Developer plans to develop the Property into 18 single-family, residential lots and wants Dripping Springs WSC to provide water service to the Property.
- Developer wants Dripping Springs WSC to connect the Property to Dripping Springs WSC’s existing Water System.

In consideration of the promises stated in this Agreement, the parties agree as follows:

**The Agreement**

**1. Water service.**

**1.1 Retail water service.** Dripping Springs WSC will provide up to 18 living-unit equivalents (“LUEs”) of retail water service to Developer for use within the Property.

**1.2 Water-service and Project definitions.**

- (A) “LUE” means an amount of water service sufficient for 1 living-unit equivalent: an annual daily average of 864 gallons per day per connection served by 1 standard 5/8" × 3/4" meter.
- (B) “Project” means all water transmission or distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, connections, and other

components necessary to transmit water from the existing Water System to the Property and distribute water within the Property but does not include any facilities constructed on a customer's side of an individual meter located within the Property.

- (C) "Tariff" means the Tariff for Dripping Springs Water Supply Corp, as amended on May 22, 2023; February 19, 2024; and May 19, 2025, and as it may be further amended from time to time.
- (D) "Water System" means all water supply, treatment, transmission, or distribution facilities, lines, mains, reservoirs, pump stations, connections, and other components that compose Dripping Springs WSC's public water system, including all extensions, expansions, improvements, enlargements, betterments, and replacements of those facilities.

**1.3 LUE reservation.** Dripping Springs WSC will not reserve an LUE for Developer until Developer pays the first installment payment under § 2.5(A) for the Project or phase of the Project that includes the LUE. When Developer pays the first installment payment under § 2.5(A) for the Project or phase of the Project that includes the LUE, Dripping Springs WSC will reserve the LUE for Developer.

**1.4 LUE-reservation termination.** Until Dripping Springs WSC reserves an LUE for Developer under § 1.3, Dripping Springs WSC may terminate its agreement to provide that LUE to Developer without recourse and may sell or reserve the LUE to another person.

**1.5 Developer's preservice requirements.** Notwithstanding § 1.1 of this Agreement, Dripping Springs WSC has no obligation to provide water service to the Property until Developer:

- (A) obtains approval from the applicable governmental authority of a final plat for the Property and records that final plat in the Official Public Records of Hays County, Texas;
- (B) completes the design, construction, installation, inspection, and testing of the Project in accordance with the plans and specifications approved by Dripping Springs WSC and any other agency or entity with jurisdiction;
- (C) obtains Dripping Springs WSC's acceptance (which must not be unreasonably withheld or delayed) of the Project;
- (D) pays all required fees and charges to Dripping Springs WSC and reimburses Dripping Springs WSC for all applicable expenses and costs as required by this Agreement or the Tariff; and
- (E) complies with all other applicable requirements for water service under this Agreement and the Tariff.

**1.6 Modification of total LUEs.** Before Developer pays the first installment under § 2.5(A) for the Project or a phase of the Project, Developer may request and

Dripping Springs WSC's general manager may approve a modification to the number of LUEs under § 1.1, but this request must not exceed 18 LUEs for the Project.

- 1.7 Water service nontransferable.** The water service that Dripping Springs WSC will provide under this Agreement applies to only the Property, and Developer must not assign or transfer the water service to any other property without Dripping Springs WSC's prior written consent.

## **2. Charges to Developer.**

- 2.1 Reservation fee.** Beginning with the first month after Developer pays the first installment payment under § 2.5(A), Developer will pay Dripping Springs WSC a monthly \$17.50 reservation fee (half of Dripping Springs WSC's current base rate for retail residential service) for each reserved LUE until the LUE is connected to Dripping Springs WSC's system. For example, in the first month after Developer pays the first installment payment under § 2.5(A), this would be the calculation:  $\$17.50 \times 18 = \$315$ .
- 2.2 Capital contribution fee.** In accordance with § 2.5's payment schedule and to compensate Dripping Springs WSC for its investment in the water supply, treatment, transmission, or distribution facilities that Developer will use, Developer will pay a capital contribution fee of \$8,614 per LUE.
- 2.3 Membership fee.** When Developer pays the first installment payment under § 2.5(A), Developer will become a Dripping Springs WSC member and pay a \$100 membership fee.
- 2.4 Hays Trinity Groundwater Conservation District ("HTGCD") fee.** In accordance with HTGCD's rules as they may be further amended from time to time, when Developer pays the second installment payment under § 2.5(B) for the Project or a phase of the Project, Developer will give Dripping Springs WSC a separate check payable to HTGCD for HTGCD's service connection fee of \$1,000 per LUE in the Project or phase of the Project, and Dripping Springs WSC will promptly give that check to HTGCD. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation:  $\$1,000$  (HTGCD's current service connection fee)  $\times$  18 (LUEs in the Project or phase of the Project) = \$18,000.
- 2.5 Payment schedule for capital contribution fee.** Developer will pay the capital contribution fee in 2 installments for the Project or each phase of the Project as applicable.
- (A) First installment payment.** Within 48 hours after Developer records a plat for the Project or a phase of the Project in the Official Public Records of Hays County, Texas, Developer will pay Dripping Springs WSC a non-refundable first installment payment of 50% of the capital contribution fee for the Project or phase of the Project. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation:

Step 1: 18 (platted LUEs) × \$8,614 (capital contribution fee) = \$155,052 (total capital contribution fee payment); and

Step 2: \$155,052 (Step 1 amount) × 50% = **\$77,526** (first installment payment).

- (B) **Second installment payment.** After Dripping Springs WSC inspects and accepts the Project or a phase of the Project and before Developer dedicates the Project or phase of the Project to Dripping Springs WSC under § 4.15, Developer will pay Dripping Springs WSC a non-refundable second installment payment for the remainder of the capital contribution fee for the Project or phase of the Project. For example, for a single-phase project or the first phase of a multi-phase project, this would be the calculation: \$155,052 (total capital contribution fee payment) – \$77,526 (first installment payment) = **\$77,526** (second installment payment).

- 2.6 Modification of fees.** Dripping Springs WSC may modify the fees in §§ 2.1–2.3 as appropriate to recover Dripping Springs WSC’s system costs in a just and reasonable manner. And HTGCD may modify its service connection fee described in § 2.4. If Dripping Springs WSC modifies the fees in §§ 2.1–2.3 or HTGCD modifies the service connection fee in § 2.4 before Developer makes a payment, Dripping Springs WSC will notify Developer of the modification, and Developer will make all future payments based on the modified fees. For example, if Dripping Springs WSC increased the capital contribution fee by \$500 per LUE after Developer paid the first installment payment but before Developer paid the second installment payment, this would be the calculation for the second installment payment:

Step 1: 18 (platted LUEs) × \$9,114 (capital contribution fee) = \$164,052 (total capital contribution fee payment); and

Step 2: \$164,052 (total capital contribution fee payment) – \$77,526 (first installment payment) = **\$86,526** (second installment payment).

### 3. Additional obligations of Developer.

- 3.1 Operations tract or well and operations tract.** By indicating in the signature block below, Dripping Springs WSC may require Developer to provide Dripping Springs WSC with either an operations tract or a well and operations tract as follows:

- (A) **Operations tract.** Dripping Springs WSC may require Developer to give Dripping Springs WSC an easement for an up to 15' × 15' tract of land within the Property for Dripping Springs WSC to build, operate, and maintain a remote-meter-reader antenna for the Project. Developer will pay Dripping Springs WSC for the cost to acquire the antenna and will ensure that this tract has:

- (1) a fence with a gate surrounding the tract;
- (2) 120-volt electric service stubbed out to the tract; and

- (3) antenna-mounting facilities inside the fence and constructed to the dimensions that Dripping Springs WSC determines are necessary for the antenna to function properly.
- (B) **Well and operations tract.** Dripping Springs WSC may require Developer to convey to Dripping Springs WSC, by general warranty deed, a 0.5-acre tract of land within the Property for Dripping Springs WSC to build, operate, and maintain a remote-meter-reader antenna for the Project, 1 water well, and any other necessary appurtenances or improvements. Developer will pay Dripping Springs WSC for the cost to acquire the antenna and will ensure that this tract has:
- (1) a driveway capable of providing all-weather access to the tract;
  - (2) a fence with a gate surrounding the tract;
  - (3) three-phase, 480-volt electric service stubbed out to the tract;
  - (4) telecommunication facilities stubbed out to the tract;
  - (5) antenna-mounting facilities inside the fence and constructed to the dimensions that Dripping Springs WSC determines are necessary for the antenna to function properly; and
  - (6) minimum setbacks of 375' from the Property's boundaries.
- (C) **Access to operations tract or well and operations tract.** After Developer identifies the operations tract or well and operations tract, Dripping Springs WSC may access and use the operations tract or well and operations tract, but this access and usage must not interfere with Developer's other uses of the Property. Developer will provide Dripping Springs WSC with permanent access to the operations tract or well and operations tract by ingress-and-egress easement or other instrument approved by Dripping Springs WSC.
- 3.2 **Approved plat copies.** Developer will give Dripping Springs WSC 1 reproducible copy of the approved Property plat before recording the plat.
- 3.3 **Compliance with Tariff.** Developer will comply with the Tariff, and all rights accruing to Developer under this Agreement are subject to the Tariff.
- 3.4 **Private-water-well prohibition.** Developer will record deed restrictions that prohibit private water wells within the Property except water wells that Dripping Springs WSC builds or operates.
- 3.5 **Water conservation.** To maximize water conservation and in accordance with Tariff §§ F.11 and H, Developer will:
- (A) comply with Dripping Springs WSC's drought restrictions, including outdoor-water-use restrictions and Dripping Springs WSC's Drought Contingency Plan;

- (B) encourage the use of rainwater-collection systems, including by ensuring that any property-owners'-association rules allow for installation of rain-water-collection systems in accordance with Texas Property Code § 202.007;
- (C) ensure that locations within the Property that Dripping Springs WSC will provide water service to use permanent water conservation-oriented fixtures and devices;
- (D) design, construct, and install all landscaping and related facilities to comply with the City of Dripping Springs Residential and Commercial Landscape Ordinance in the form that was effective on the Effective Date except the provisions of the ordinance relating to removal or protection of existing trees if the Property is not located in the City of Dripping Springs's city limits or extraterritorial jurisdiction;
- (E) install only drought-tolerant native grasses, landscaping vegetation, and trees;
- (F) not install Saint Augustine grass at any time;
- (G) not irrigate new landscapes or turf grass during drought stage 4 or stage 5;
- (H) not request an irrigation variance during drought stage 4 or stage 5; and
- (I) not fill or refill a pool during drought stage 4 or stage 5 unless Developer sources the water outside of Dripping Springs WSC's certificated service area.

**3.6 Water conservation applicable to purchasers.** Developer will require each developer, contractor, builder, or other person who purchases a lot within the Property to comply with § 3.5's requirements.

#### **4. Design, construction, installation, and maintenance of water facilities.**

- 4.1 Project in Developer's name.** Developer will design, construct, and install the Project and acquire all equipment, materials, and supplies in Developer's name.
- 4.2 Contract provision.** In all design, construction, or installation contracts for the Project, Developer will include a provision that requires the contractor, supplier, or other party to look solely to Developer for payment under the contract and states that Dripping Springs WSC has no obligations to the party.
- 4.3 Soft costs.** Within 30 calendar days after Dripping Springs WSC requests payment, Developer will pay Dripping Springs WSC for all soft costs incurred by Dripping Springs WSC and associated with the Project, including costs for:
  - (A) reviewing, inspecting, and testing the Project;
  - (B) acquiring, validating, and retaining waterline easements; and
  - (C) administrative and professional expenses, including expenses for outside engineering and legal consultants.

- 4.4 **Project costs.** Developer will pay all design, construction, and installation costs for the Project, including all planning; design; surveying; geotechnical; materials; labor; inspection; testing; workers' compensation and general liability insurance; payment, performance, and maintenance bond coverage; capital; and easement-acquisition costs.
- 4.5 **Easements.** Developer will use reasonable efforts to acquire all necessary easements and provide the easements to Dripping Springs WSC.
- (A) **Cooperation.** The parties will work together to:
- (1) determine the most cost-effective route for the Project; and
  - (2) use public rights-of-way to the maximum degree possible.
- (B) **Routing.** Developer may determine the routes of all water easements in the Property subject to Dripping Springs WSC's engineer's and Dripping Springs WSC's general manager's final approval, which must not be unreasonably withheld or delayed.
- (C) **Eminent domain.** If necessary, Developer may request that Dripping Springs WSC obtain the easements by eminent domain, and Dripping Springs WSC may determine to exercise eminent-domain power in a manner it considers appropriate.
- 4.6 **Design, construction, and installation standards.**
- (A) **Compliance with standards and specifications.** The design, construction, and installation of the Project must meet the standards and specifications established by the Tariff, Dripping Springs WSC Waterline Construction Guidelines and Details, Texas Commission on Environmental Quality ("TCEQ"), Public Utility Commission of Texas ("PUC"), and any municipality, county, or other governmental entity with jurisdiction.
- (B) **Design documents.** Before beginning construction or installation of the Project, Developer will prepare the designs (including phases of construction), plans (including engineering plans), specifications, and other contract documents for the Project and will submit those documents to:
- (1) Dripping Springs WSC for its review and approval, which must not be unreasonably withheld or delayed; and
  - (2) any municipality, agency, or other governmental entity with jurisdiction for review and approval.
- (C) **Construction and installation standards.** Developer will construct and install the Project in a good and workmanlike manner, so that it is fit for its intended purpose, and using only new, not used, materials that are free from defects.
- 4.7 **Water-facility oversizing.** Dripping Springs WSC may require Developer to oversize any part of the Project in anticipation of the needs of other members.

- (A) **Oversizing notification.** Dripping Springs WSC will notify Developer in writing of any Project-oversizing requirement when Dripping Springs WSC reviews Developer's Project bid forms.
- (B) **Oversizing cost responsibility.** Dripping Springs WSC is responsible for any additional construction costs attributable to the oversizing, as reasonably determined by Dripping Springs WSC's engineer and Developer's engineer.
- (C) **Oversizing cost payment.** Within 30 calendar days after Developer notifies Dripping Springs WSC in writing that Developer incurred costs attributable to oversizing, Dripping Springs WSC will pay Developer for the oversizing costs.

#### 4.8 Dead-end mains.

- (A) **Tanks.** Developer may install an adequately sized tank (as determined by Dripping Springs WSC's engineer) at or near each dead-end main within the Project to allow Dripping Springs WSC to capture the water that Dripping Springs WSC flushes from the hydrant at the dead-end main.
- (B) **Water usage.** If Developer installs a tank at or near each dead-end main within the Project under § 4.8(A), Developer or the Property's property-owners' association may use the water that Dripping Springs WSC captures in each dead-end tank at no additional cost and for any beneficial purpose, including irrigation or fire suppression.

#### 4.9 Developer's insurance requirements.

- (A) **Workers' compensation insurance.** Developer will ensure that all non-Dripping Springs WSC workers constructing or installing the Project are covered by workers' compensation insurance in accordance with Texas law.
- (B) **General liability insurance.** Before beginning construction and installation of the Project and through the date that Dripping Springs WSC inspects and accepts the Project, Developer will maintain comprehensive general liability insurance insuring against the risks of bodily injury, property damage, and personal injury liability occurring from or arising out of construction or installation of the Project in the amount of a combined single limit of liability of at least \$500,000 and a general aggregate limit of at least \$1,000,000.
- (C) **Certificate of insurance.** Before beginning construction and installation of the Project, Developer will provide Dripping Springs WSC with a certificate of insurance evidencing the insurance required by § 4.9(B).

- 4.10 **Contractor warranty.** Before beginning construction and installation of the Project, Developer will require each of its contractors to remain responsible for material, construction, or installation defects that occur within a warranty period of 2 years after the date that Dripping Springs WSC accepts the Project or applicable phase of the Project.

- (A) **Dripping Springs WSC’s responsibilities.** Within the warranty period, Dripping Springs WSC will notify Developer’s contractor in writing upon Dripping Springs WSC’s discovery of any Project defects and give Developer’s contractor 30 calendar days to correct the defects or pay Dripping Springs WSC to correct the defects. But if delaying the correction of the defects would cause serious risk of loss or damage to Dripping Springs WSC or its members, Dripping Springs WSC may correct the defects itself and charge Developer’s contractor for all expenses that Dripping Springs WSC incurs.
- (B) **Developer’s contractors’ responsibilities.** Developer will require each of its contractors to correct any Project defects or pay Dripping Springs WSC to correct any defect that occurs within the warranty period within 30 calendar days of Dripping Springs WSC notifying Developer’s contractor of the defects.
- 4.11 Bonds.** Before beginning construction and installation of the Project, Developer will post payment, performance, and maintenance bonds in forms acceptable to Dripping Springs WSC.
- (A) **Payment and performance bonds requirements.** Developer’s payment and performance bonds must:
- (1) be posted for 110% of the Project’s construction and installation costs (as stated in the applicable construction contract);
  - (2) allow Dripping Springs WSC to use the bonds to complete or repair (as applicable) the Project if Developer or Developer’s contractor defaults; and
  - (3) must be issued by an approved surety company holding a permit from the State of Texas, indicating that the surety company is authorized and admitted to write surety bonds in Texas.
- (B) **Payment and performance bonds submission.** Within 10 calendar days after Developer notifies Dripping Springs WSC that Developer has awarded a construction contract for the Project, Developer will satisfy its payment and performance bonds requirement by either:
- (1) submitting the payment and performance bonds to Dripping Springs WSC for its approval (which must not be unreasonably withheld or delayed) and designating Dripping Springs WSC as a beneficiary; or
  - (2) upon prior written approval from Dripping Springs WSC, assigning to Dripping Springs WSC the payment and performance bonds posted by the contractor for the Project.
- (C) **Maintenance bond requirements.** Developer’s maintenance bond must:
- (1) have a 2-year term from the date that Developer dedicates the Project to Dripping Springs WSC under § 4.15; and

(2) be posted for 35% of the Project's final construction and installation costs.

(D) **Bond copies.** Developer will provide 1 original copy of the payment, performance, and maintenance bonds to Dripping Springs WSC and retain 1 original copy for itself or its contractor.

#### 4.12 Construction notices.

(A) **Commencement notice.** Before beginning construction and installation of the Project, Developer will give Dripping Springs WSC at least 2 weeks of written notice of the start date, so that Developer and Dripping Springs WSC can schedule a pre-construction meeting.

(B) **Tap or connection notice.** Developer will give Dripping Springs WSC's engineer at least 48 hours of written notice before making any tap or connection into the Water System.

4.13 **Dripping Springs WSC water-facility inspection.** Dripping Springs WSC may inspect, test, and approve all phases of the Project construction for compliance with the approved designs, plans, and specifications and will inspect, test, and approve all taps or connections made to the Water System. Dripping Springs WSC's approval must not be unreasonably withheld or delayed.

4.14 **Post-construction requirements.** After completing construction of the Project or a phase of the Project, Developer will promptly complete the following requirements.

(A) **Water-facility drawings.** Developer will give Dripping Springs WSC 1 reproducible copy of the Project's or phase of the Project's as-built or record drawings.

(B) **Bacteriological samples and pressure tests.** In accordance with TCEQ regulations, Developer will:

(1) obtain bacteriological samples and perform pressure tests for the Project or phase of the Project in the presence of Dripping Spring WSC's general manager or another representative;

(2) have an experienced water-sampling contractor perform the bacteriological sampling and test the bacteriological samples at a TCEQ-accredited laboratory;

(3) promptly give Dripping Springs WSC the pressure-test results after completing the pressure tests; and

(4) promptly give Dripping Springs WSC the bacteriological-testing results after the contractor completes the bacteriological tests.

(C) **Concurrence letter.** Developer will give Dripping Springs WSC a concurrence letter from Developer's engineer certifying that:

- (1) the construction of the Project or phase of the Project has been completed in accordance with the designs, plans, specifications, and change orders approved by Dripping Springs WSC;
- (2) the facilities have been tested and approved for use in accordance with the approved contract documents, the Tariff, the Dripping Springs WSC Waterline Construction Guidelines and Details, and TCEQ regulations; and
- (3) the facilities are properly located within rights-of-way or legal easements.

**4.15 Water-facility dedication to Dripping Springs WSC.** Within 30 calendar days after the date that Dripping Springs WSC inspects and accepts the Project or a phase of the Project, Developer will dedicate the Project or phase of the Project (including all easements necessary to access, operate, maintain, and repair the Project) to Dripping Springs WSC clear of all liens and other encumbrances through a document that:

- (A) is in a form approved by Dripping Springs WSC's attorney;
- (B) includes a representation by Developer that the Project or phase of the Project has been constructed within rights-of-way or within legal easements that are at least 15' wide and dedicated to Dripping Springs WSC; and
- (C) binds Developer and its successors and assigns to warrant and defend the title to the Project or phase of the Project, including against any claims that the Project or phase of the Project was constructed illegally or outside of proper rights-of-way or easements.

**4.16 Post-dedication responsibility.** Except as provided by § 4.10, Dripping Springs WSC will be solely responsible for operating, maintaining, and administering the Project or a phase of the Project upon Dripping Springs WSC inspecting and accepting the Project or phase of the Project and Developer dedicating the Project or phase of the Project to Dripping Springs WSC.

**4.17 Water-meter installation.** Dripping Springs WSC will install water meters to service each approved service address within the Property receiving water service from Dripping Springs WSC in accordance with the Tariff and § 5.

**5. Water service application, charges and fees, and payment.** To receive water service from Dripping Springs WSC, individual property owners within the Property must apply for service and meet all terms and conditions of service and membership in accordance with the Tariff, including being a Dripping Springs WSC member and retail customer and paying the applicable meter and installation fee, membership fee, and customer service inspection fee.

**6. Regulatory permits and approvals.**

**6.1 Developer responsibility.** Developer is responsible for obtaining any permits and approvals required by a regulatory agency for construction, installation, or operation

of the Project, including permits and approval issued by TCEQ, the United States Environmental Protection Agency, the United States Fish and Wildlife Services, or the United States Army Corps of Engineers.

- 6.2 Cooperation.** Developer and Dripping Springs WSC will cooperate fully in all applications for any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project.
- 6.3 Costs.** Developer will:
- (A) obtain any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project at no cost to Dripping Springs WSC;
  - (B) pay Dripping Springs WSC in advance for the reasonable expenses that Dripping Springs WSC expects to incur under § 6.2; and
  - (C) settle the expected expenses that Developer paid to Dripping Springs WSC under § 6.3(B) with the actual expenses incurred by Dripping Springs WSC.
- 6.4 Failure to obtain permits and approvals.** Dripping Springs WSC is not responsible for any default or failure under this Agreement caused by Developer's failure to obtain in a timely manner any permits and approvals required by regulatory agencies for the construction, installation, or operation of the Project.
- 6.5 Enforcement matters.** Developer is not responsible for any costs pertaining to any regulatory-enforcement matters against Dripping Springs WSC that impact water delivery to the Property.

**7. Disclaimers, representations, and warranties.**

**7.1 Dripping Springs WSC's disclaimers.**

- (A) **No fire-flow guarantee.** Dripping Springs WSC's system is designed to provide fire flow, but Dripping Springs WSC does not guarantee fire flow of any kind.
- (B) **No responsibility for development.** Notwithstanding § 3.5, Dripping Springs WSC is not responsible for the development of the Property.
- (C) **No responsibility for non-water-service facilities.** Dripping Springs WSC is not responsible for designing, constructing, installing, owning, operating, or maintaining any wastewater, drainage, or other non-water-service facilities.
- (D) **No responsibility for damage to landscaping and improvements in easements.** Dripping Springs WSC is not responsible for any damage to landscaping or improvements located in easements that occurs due to damage to, failures of, or repairs to the Project or Water System.

- 7.2 Developer's representations and warranties.** Developer represents and warrants that:

- (A) Developer is a Texas limited partnership qualified to conduct business in Texas;
- (B) the signatory for Developer is signing on behalf of Developer and has full authority to bind Developer;
- (C) Developer has not created or permitted any third person to create any liens or other encumbrances, leases, options, claims, or other adverse rights, claims, or interests regarding the Project that would impair Developer's ability to transfer good and warrantable title in the Project to Dripping Springs WSC;
- (D) Developer or its successor or assignee will be the true and lawful owner of the Project to be conveyed to Dripping Springs WSC, and no other third person will possess a legal or equitable right or interest, lien or other encumbrance, or other present or contingent adverse claim in or to the Project that would impair Developer's ability to transfer good and warrantable title in the Project to Dripping Springs WSC clear of any third-party interests, rights, encumbrances, or claims;
- (E) dedicating the Project to Dripping Springs WSC under § 4.15 will not violate any agreement to which Developer is a party or the United States Constitution, the Texas Constitution, or any federal, state, or local law, ordinance, or regulation;
- (F) signing this Agreement and completing its provisions will not constitute an event of default under any agreement binding on Developer; and
- (G) Developer has not previously entered into any agreement or caused or authorized any action that would impair Dripping Springs WSC's ownership or use of the Project or its value upon its dedication to Dripping Springs WSC under § 4.15.

**7.3 Dripping Springs WSC's representations and warranties.** Dripping Springs WSC represents and warrants that:

- (A) Dripping Springs WSC duly and validly signed and delivered this Agreement;
- (B) this Agreement is a legal, valid, and binding agreement of Dripping Springs WSC enforceable against it in accordance with the Agreement's terms;
- (C) the signatory for Dripping Springs WSC is signing on behalf of Dripping Springs WSC and has full authority to bind Dripping Springs WSC;
- (D) Dripping Springs WSC has taken all actions required by applicable laws and its constituent documents to carry out this Agreement;
- (E) Dripping Springs WSC has the financial ability to complete this Agreement's provisions;

- (F) Dripping Springs WSC possesses a water CCN that either includes the Property or will be amended to include the Property; and
- (G) Dripping Springs WSC is not subject to any order or enforcement action from the TCEQ or PUC prohibiting it from providing retail water service to the Property in the quantities specified in this Agreement.

## 8. Agreement term and termination.

- 8.1 **Effective Date.** This Agreement is effective on the date when both parties have signed it, as indicated by the last date in the signature blocks below.
- 8.2 **Term.** The term of this Agreement begins on the Effective Date and continues after that time unless it is terminated under this Agreement.
- 8.3 **Developer's deadlines.** If Developer does not meet the following deadlines, Dripping Springs WSC may terminate or renegotiate the Agreement.
  - (A) **Agreement signing.** Developer will sign this Agreement within 45 calendar days after Dripping Springs WSC signs and delivers the Agreement to Developer.
  - (B) **Project commencement.** Developer will begin substantial construction of the Project within 1 year after the later of the Effective Date or the date that Developer receives final land-use approval for the Property from all applicable governmental authorities.
  - (C) **Meter connection.** Developer will connect the first Project meter within 3 years after the Effective Date.
  - (D) **Project completion.** Developer will complete the Project within 5 years after the Effective Date.
- 8.4 **Termination responsibilities.** If Dripping Springs WSC terminates this Agreement under § 8.3:
  - (A) Developer is responsible for all liability, costs, and damages incurred by Dripping Springs WSC under this Agreement and will reimburse Dripping Springs WSC for all costs and expenses incurred by Dripping Springs WSC under this Agreement;
  - (B) Dripping Springs WSC is not responsible for any liability, costs, or damages incurred by Developer under this Agreement and will not reimburse Developer for any costs or expenses incurred by Developer under this Agreement;
  - (C) Developer will not continue constructing or installing the Project; and
  - (D) if Developer wants to continue constructing and installing the Project, Developer will enter into a new agreement with Dripping Springs WSC establishing the terms and conditions under which Dripping Springs WSC will provide water service to the Property.

**9. Default.**

**9.1 Notice and opportunity to cure.** If a party defaults on the payment of an amount due or the performance of a material obligation under this Agreement, the other party may temporarily limit its performance under this Agreement until the defaulting party cures its default. Before temporarily limiting its performance, the non-defaulting party must give the defaulting party 90 calendar days of written notice and opportunity to cure the default.

**9.2 Failure to cure within 90 calendar days.** If the defaulting party fails to cure the default within § 9.1's 90-calendar-day period, then the non-defaulting party may permanently limit its performance under this Agreement to a level commensurate with the financial or operational impact of the default on the non-defaulting party after an additional:

(A) 15 calendar days if the default is on the payment of an amount due; or

(B) 30 calendar days if the default is on the performance of a material obligation.

**9.3 Dripping Springs WSC's limitation of performance.** Notwithstanding § 9.2, if Developer defaults under § 9.1 and fails to cure the default within § 9.1's 90-calendar-day period, Dripping Springs WSC may stop making new retail connections to individual property owners within the Property and terminate its obligation to provide water service to all areas within the Property other than to individual property owners receiving water service at that time after giving Developer an additional 30 calendar days of written notice that Dripping Springs WSC intends to do so.

**9.4 Default remedies.** This Agreement does not specify an exclusive remedy for any default, but the non-defaulting party may avail itself of the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (except termination of this Agreement) because money damages alone cannot adequately compensate the non-defaulting party for the defaulting party's failure to perform a material obligation under this Agreement.

**10. Force majeure.** Neither party will be liable to the other for failure or delay in performing its obligations under this Agreement to the extent that failure or delay is due to a contingency beyond the affected party's reasonable control, including war, fire, flood, strike, labor trouble, breakdown of equipment or machinery, failure of manufacturing processes, shortage of raw materials, accident, riot, act of court having jurisdiction, act or request of government authority, reasons relating to health or safety of employees or the general public or to environmental protection, or act of God. The causes of failure or delay must be remedied by the affected party to the extent reasonably possible without undue delay, and performance must be resumed at the earliest practical time after cessation of the failure or delay. But neither party will be required to settle a labor dispute against its own best judgment. If any event specified in this § 10 occurs, the affected party must promptly notify the other party of the event and potential duration of the interruption.

**11. INDEMNITY.** Except for liabilities attributable to the other party's negligence or willful misconduct, each party will indemnify and defend the other party from all

**liabilities (including reasonable attorneys' fees) arising from or in connection with this Agreement, including liabilities associated with:**

- **a breach of this Agreement;**
- **delays completing the Project construction;**
- **water pressure or adequacy of service of the Project;**
- **noncompliance with any applicable laws, regulations, or ordinances; or**
- **a failure to obtain any required permits or approvals.**

**12. General provisions.**

- 12.1 Entire agreement.** This Agreement represents the entire agreement between the parties. It cannot be changed except by written agreement signed by the parties.
- 12.2 No assignment.** Neither party may assign this Agreement without the other party's prior written consent, which must not be unreasonably withheld or delayed. A party's entering into contracts with subcontractors is not considered an assignment. Dripping Springs WSC's general manager may consent on behalf of Dripping Springs WSC to Developer's assignment of this Agreement. Developer will promptly notify Dripping Springs WSC of an assignment of this Agreement using the notice of assignment in Exhibit A (attached and incorporated into this Agreement).
- 12.3 No waiver.** If either party fails to require the other to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. If either party waives the other's breach of a provision that waiver is not treated as waiving a later breach of the provision.
- 12.4 Indemnity survival.** Section 11 of this Agreement survives the termination of this Agreement.
- 12.5 Successors and representatives.** This Agreement binds and inures to the benefit of the parties and their heirs, personal representatives, successors, and (where permitted) assignees.
- 12.6 Further actions.** The parties will take all further actions that are reasonably required to fulfill their respective obligations and agreements under this Agreement and to ensure the binding effect of this Agreement.
- 12.7 Severability.** If a court having jurisdiction rules that any provision of this Agreement is invalid or otherwise unenforceable, the parties want the court to interpret this Agreement as follows:
- (A) by modifying the provision to the minimum degree necessary to make it enforceable or, if that modification is not allowed by law, by disregarding the provision;
  - (B) by giving effect to the rest of this Agreement; and

- (C) by holding the entire Agreement unenforceable if modifying or disregarding the unenforceable provision would destroy an essential purpose of this Agreement.
- 12.8 **“Including.”** Unless the context requires otherwise, the word “including” means “including but not limited to.”
- 12.9 **Headings.** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 12.10 **Exhibits.** The exhibits attached to this Agreement are an inherent part of it.
- 12.11 **Governing law.** Texas law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction’s laws.
- 12.12 **Venue.** Venue for all matters relating to this Agreement is Hays County, Texas, unless Texas law requires mandatory venue in another county.
- 12.13 **Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute a single instrument.
- 12.14 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent or emailed to the party at that party’s address set forth below or at whatever other address the party specifies in writing.

### Glossary of Definitions

Definition:	Meaning:	Location:
Agreement	This Non-Standard Retail Water Service Agreement	Preamble
CCN	Certificate of convenience and necessity	Background
Dripping Springs WSC	Dripping Springs Water Supply Corporation	Preamble
HTGCD	Hays Trinity Groundwater Conservation District	§ 2.4
Including	Including but not limited to	§ 12.8
LUE	An amount of water service sufficient for 1 living-unit equivalent: an annual daily average of 864 gallons per day per connection served by 1 standard 5/8" x 3/4" meter	§ 1.2(A)
Project	All water transmission or distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, connections, and any other components necessary to transmit water from the existing Water System to the Property and distribute water within the Property but does not include any facilities constructed on the customer's side of all individual meters located within the Property	§ 1.2(B)
Property	About 14.1 acres of land called Fellers and identified by Hays County Appraisal District property-identification number R136311	Background
PUC	Public Utility Commission of Texas	§ 4.6(A)
Developer	<b>Cypress Fork Ranch, L.P.</b>	Preamble
Tariff	The Tariff for Dripping Springs Water Supply Corp, as amended on May 22, 2023; February 19, 2024; and May 19, 2025, and as it may be further amended from time to time	§ 1.2(C)
TCEQ	Texas Commission on Environmental Quality	§ 4.6(A)
Water System	All water supply, treatment, transmission, and distribution facilities, lines, mains, reservoirs, pump stations, connections, and any other components that compose Dripping Springs WSC's public water system, together with all extensions, expansions, improvements, enlargements, betterments, and replacements of those facilities	§ 1.2(D)

*[Signature pages follow.]*

Signatures

DRIPPING SPRINGS WATER SUPPLY CORPORATION

By: Charles B. Busby

Print Name: CHARLES B. BUSBY

Title: BOARD PRESIDENT

Date: DECEMBER 1, 2025

Print Dripping Springs WSC's mailing and email addresses for notices:

101 Hays Street

Suite 416

Dripping Springs, Texas 78620

Attention: General Manager

RickB@drippingspringswater.com

PRINT ADDITIONAL REQUIREMENT IN ACCORDANCE WITH § 3.1:

Operations tract or well and operations tract (§ 3.1): Not required.

**CYPRESS FORK RANCH, L.P.**

By: 

Print Name: Clairee Fellers

Title: Owner Manager

Date: 12/12/25

**Print Developer's mailing and email addresses for notices:**

501 South Austin Avenue

Suite 1310

Georgetown, Texas 78626

Attention: Alex Granados

alex.granados@kimley-horn.com

**Print Developer's additional mailing and email addresses for notices:**

13640 Briarwick Drive

Suite 170

Austin, Texas 78729

Attention: Pat Helgeson

Pat.Helgeson@TriPointeHomes.com

**Exhibit A: Notice of Assignment**

[DATE]

Dripping Springs Water Supply Corporation  
Attention: General Manager  
101 Hays Street, Suite 416  
Dripping Springs, Texas 78620

**Re: Notice of Assignment of Fellers NSA**

Dear General Manager:

We hereby notify you that, following receipt of your consent, an assignment was made on [DATE] by Cypress Fork Ranch, L.P. to us of the Non-Standard Retail Water Service Agreement, dated as of [DATE] between Cypress Fork Ranch, L.P. and Dripping Springs Water Supply Corporation (“Agreement”). As of the assignment’s effective date, we have assumed all of Cypress Fork Ranch, L.P.’s rights and obligations under the Agreement.

[ASSIGNEE] is a [STATE OF ORGANIZATION] [ENTITY TYPE], with offices located at [ADDRESS]. In accordance with Agreement § 12.14, all notices and other communications required or permitted under the Agreement should be sent to:

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In the future, you should deal with us about all matters relating to the Agreement. All invoices, questions, and correspondence relating to the Agreement should be sent to us at the contact information listed above. The Agreement will continue on its existing terms in all other respects.

We have attached a copy of the assignment agreement with this notice. If you have any questions about the assignment, please contact [NAME/RELEVANT DEPARTMENT] at [PHONE NUMBER] or at [EMAIL ADDRESS].

Sincerely,

[ASSIGNEE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**Exhibit B: Property Survey**



**DRIPPING SPRINGS WATER SUPPLY CORPORATION'S  
WAIVER OF DEADLINE ENFORCEMENT AND CONSENT TO TRANSFER THE  
NON-STANDARD RETAIL WATER SERVICE AGREEMENT  
FOR THE  
FELLERS PROJECT**

**Background**

- On November 17, 2025, Dripping Springs Water Supply Corporation (“Dripping Springs WSC”) approved a Non-Standard Retail Water Service Agreement (“Agreement”) between Dripping Springs WSC and Cypress Fork Ranch, L.P. (“Developer”), a Texas limited partnership having its principal place of business at 1300 Creek Road, Dripping Springs, Texas 78620, for the Fellers Project.
- Agreement § 12.2 prohibits Developer from assigning the Agreement without Dripping Springs WSC’s prior written consent.
- Agreement § 8.3(C) allows Dripping Springs WSC to terminate or renegotiate the Agreement if Developer does not connect the first Fellers Project meter within 3 years after the Agreement’s Effective Date.
- Developer plans to sell the Property that is subject to the Agreement to Tri Pointe Homes Texas, Inc. (“Tri Pointe”), a Texas for-profit corporation having its principal place of business at 3161 Michelson Drive, Suite 1500, Irvine, California 92612.
- Developer requested that Dripping Springs WSC consent to Developer’s assignment or transfer of the Agreement to Tri Pointe or a subsidiary, parent company, or affiliate of Tri Pointe.
- Developer and Tri Pointe stated that the time required to complete the City of Dripping Springs’s planning-and-development process will prevent Developer and Tri Pointe from meeting the deadline in Agreement § 8.3(C).

**Consent**

Dripping Springs WSC hereby consents to Developer assigning or transferring the Agreement to Tri Pointe or a subsidiary, parent company, or affiliate of Tri Pointe.

**Waiver**

Dripping Springs WSC hereby waives its rights to terminate or renegotiate the Agreement under Agreement § 8.3(C) if Developer or Tri Pointe connects the first Fellers Project meter within 4 years after the Agreement’s Effective Date.

Signature

DRIPPING SPRINGS WATER SUPPLY CORPORATION

By: Charlie B Busbey

Print Name: CHARLIE BUSBEY

Title: BOARD PRESIDENT

Date: DECEMBER 1, 2025

Attachment 5

City of Dripping Springs

Fellers Residential Project (ANNEX2025-002) Annexation Ordinance

ORDINANCE No. 2026-O##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 14.06 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY INCLUDING THE FOLLOWING FINDINGS OF FACT; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

WHEREAS, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” (the “Property”) on October 16, 2026; and

WHEREAS, the Property in the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council published notice of and conducted a public hearing on February 17, 2026, during which the City Council provided persons interested in the annexation the opportunity to be heard in accordance with Section 43.0673 of Texas Local Government Code; and

WHEREAS, the City Council negotiated and entered into a written agreement with the owners of the Property for the provision of services, which agreement includes a list of each service the City will provide on the effective date of the annexation and a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation in accordance with Section 43.0672 of the Texas Local Government Code;

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

### **1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

### **2. ANNEXATION OF TERRITORY**

The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.

### **3. SERVICE PLAN**

A service plan agreement effective as of February 17, 2026 was entered into prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is incorporated by reference herein for all intents and purposes.

### **4. MAP AMENDMENT**

The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.

### **5. APPLICATION OF RIGHTS, PRIVILEGES, AND OBLIGATIONS**

The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

### **6. EFFECTIVE DATE**

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

### **7. FILING**

- (a) The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- (b) The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- (c) The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

- (d) The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

**8. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

**9. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

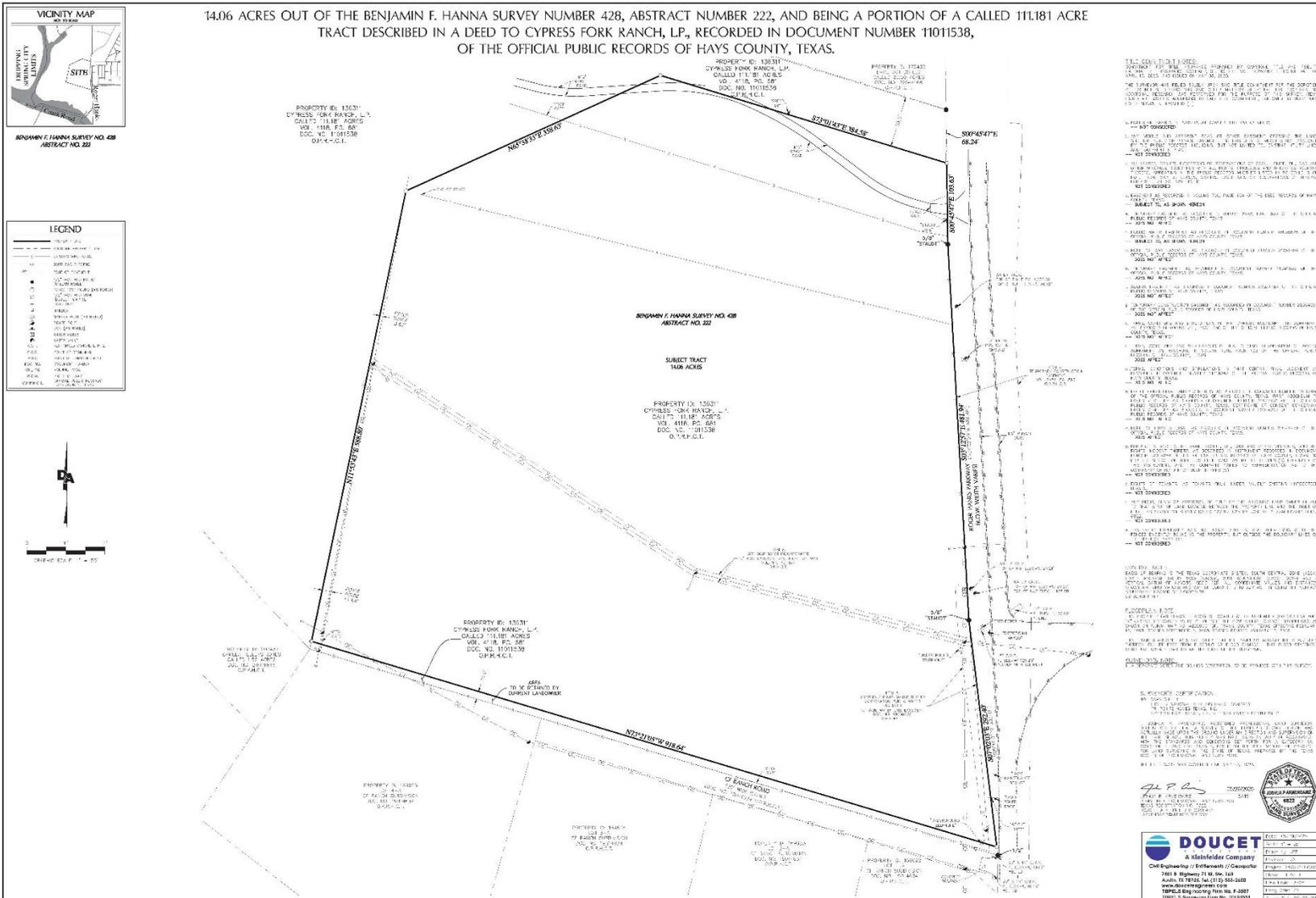
PASSED & APPROVED this, the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

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

ATTEST:

\_\_\_\_\_  
Diana Boone, City Secreta





# City Council Planning Department Staff Report

## Planning & Zoning Commission Meeting:

February 17, 2026

## Project No:

ZA2025-002

## Project Planner:

Sara Varvarigos, AICP – Senior Planner

## Item Details

### Project Name:

Fellers Residential Project

### Property Location:

1300 Creek Rd, Dripping Springs, TX 78620

### Legal Description:

A0222 Benjamin F Hanna Survey, 14 Acres out of a 52.7742 acre tract

### Applicant:

Pat Helgeson (Tri Pointe Homes)

### Property Owners:

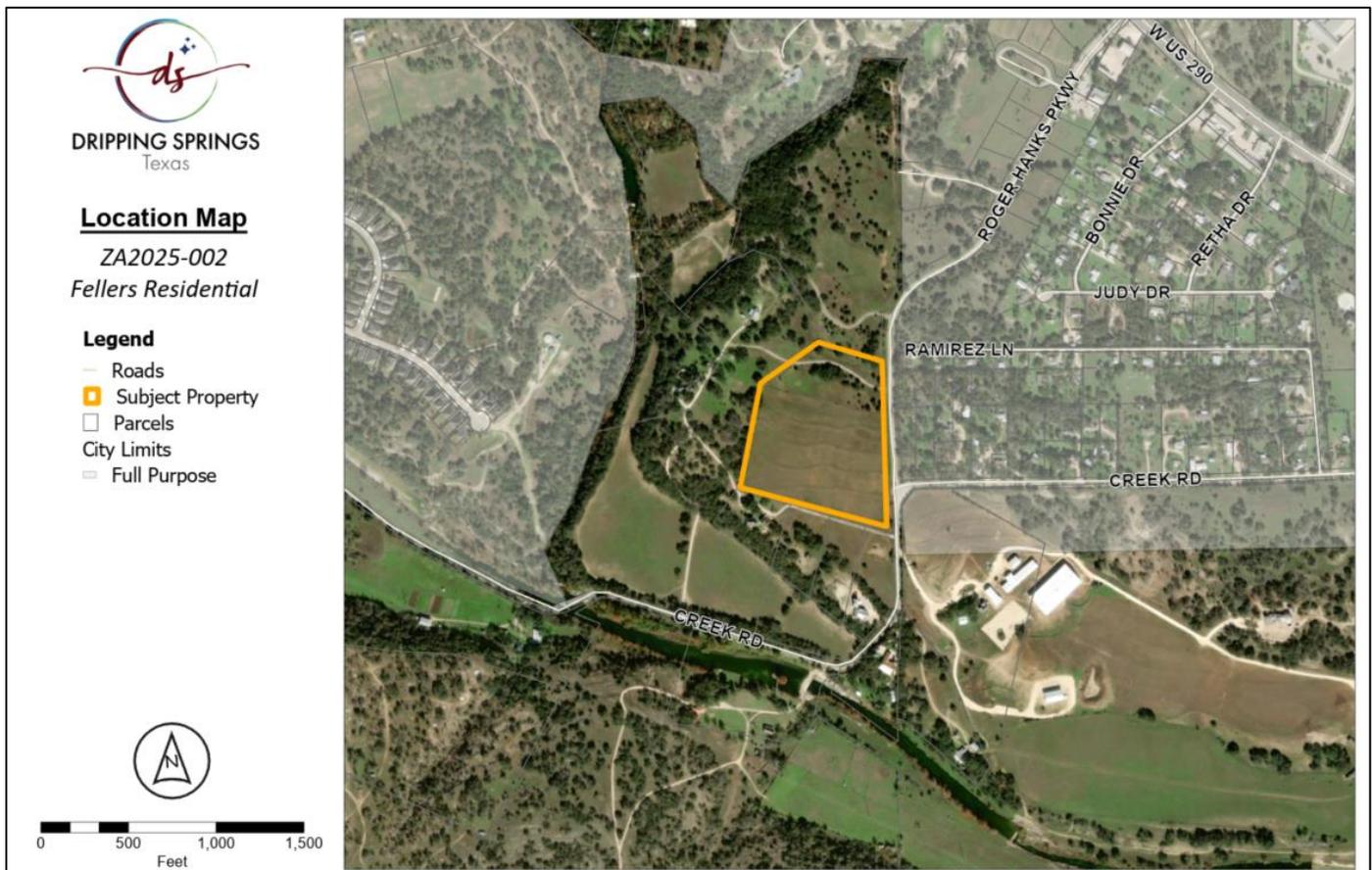
Cypress Fork Ranch, L.P.

### Request:

Zoning Amendment from Agricultural (AG) to Moderate Density Residential (SF-2)

### Recommendation:

Staff recommends approval of the zoning amendment.



**Overview**

The applicants have submitted concurrent zoning map amendment (ZA2025-002) and annexation (ANNEX2025-002) applications for a 14-acre tract of land that is currently located within the City’s ETJ, along Creek Rd and Roger Hanks Pkwy. This 14-acre site is a portion of a larger 52-acre property owned by Ranch Forks L.P. (the Fellers property) and will become part of the overall Fellers Residential Development (refer to Attachment 1 and 2). If ANNEX2025-002 is approved, the property will automatically be zoned AG, per Ord.Ch.30.Exh.A.Sec.3.2.1. Therefore, the applicant is requesting a zoning map amendment ordinance for the 14-acre tract of land, from Agricultural (AG), to Moderate Density Residential (SF-2) (refer to Attachment 4).

The applicant intends to subdivide the property into 18 half-acre residential lots under the requested SF-2 zoning district (Attachment 2 – see Fellers Tract Concept Plan). This zoning district is consistent with the City’s Future Land Use Map, which designates this site as a medium density residential land use (Attachment 3). The requested SF-2 zoning district is also compatible with the existing land uses surrounding the site, which include various single-family and residential planned developments.

As discussed in the staff report for ANNEX2025-002, the current property owner currently holds 80 wastewater LUEs and has agreed to allocate the needed 18 wastewater LUEs for the subject 14-acre tract. In addition, the Dripping Springs Water Supply Corporation (DSWSC) Board approved a Non-standard Service Agreement (NSSA) for the provision of 18 drinking water LUEs to the Fellers site.

Approval of this zoning amendment request is an essential step toward facilitating the proposed development of the site. *Per Ch. 30 Exhibit A:*

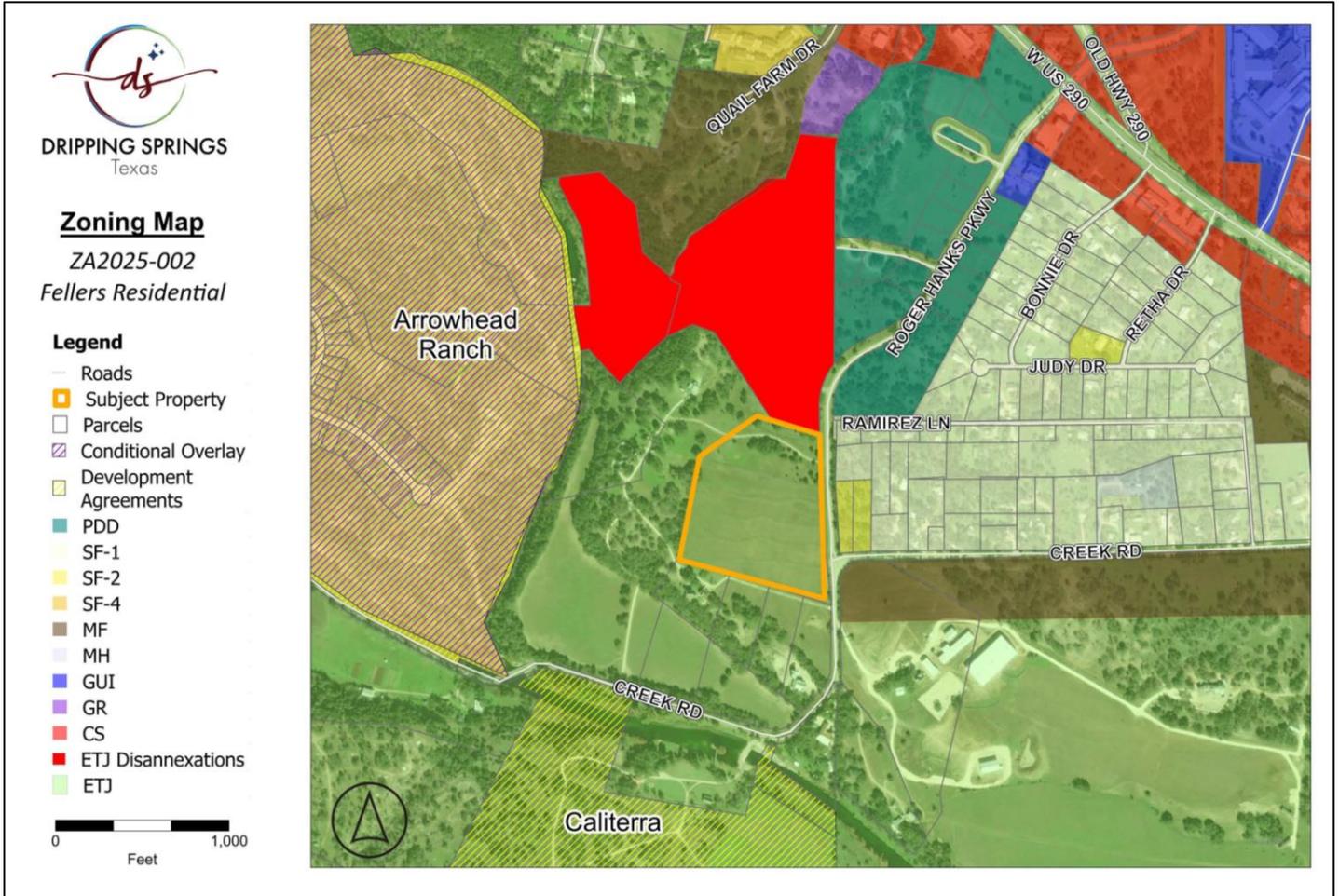
- **SF2 – Moderate Density Residential:** *The SF-2, single-family residential district is intended to provide for development of primarily moderate-density detached, single-family residences on lots of at least ½ acre in size. Those uses listed for the SF-2 district or any less intense residential district in appendix C [appendix E] (Use Charts) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively.*

Since the property is currently in the ETJ, staff finds it appropriate to compare ETJ standards with the requested zoning district, as presented in the table below.

<b>Analysis of Existing and Proposed Zoning</b>			
	<b>ETJ</b>	<b>SF-2 (Proposed Zoning)</b>	<b>Differences between ETJ &amp; SF-2</b>
<b>Max Height</b>	Unrestricted	40 feet (Main) 25 Feet (Accessory)	SF2 is restricted to 40 feet
<b>Min. Front Yard Setback</b>	10 feet	25 feet	SF2 is 15 feet more
<b>Min. Side Yard Setback</b>	5 ft	15 feet	SF2 is 10 feet more
<b>Min. Rear Yard Setback</b>	5 feet	25 ft	SF2 is 20 feet more
<b>Min. Lot Size</b>	0.75 acres*	0.5 acres*	SF2 0.25 acres less
<b>Impervious Cover</b>	35%	40%	SF2 is 5% more
<b>Number of Uses Permitted by Right</b>	Unrestricted	17	No land use restrictions in the ETJ
<b>Landscaping</b>	Tree preservation (35% standard and 100% heritage and mitigation)	Tree preservation (35% standard and 100% heritage and mitigation) plus street tree planting, and landscape buffers	SF-2 will require street tree planting (2 per lot) and 35 ft landscape buffers along arterials

\*Assumes connection to public sewer

Analysis of Surrounding Properties



Analysis of Surrounding Properties			
Direction	Zoning District	Existing Use	Future Land Use
North	Unincorporated Area Disannexed from the ETJ, PDD (Planned Development District #15-“New Growth”)	Vacant	PDD #15 includes Duplex, Cottage, and Townhome development with Commercial land use along US 290
East	SF-1, SF-2, MF	Single Family Residential, Vacant	Single Family and Multifamily
South	ETJ, Caliterra Development Agreement	Single Family	Single Family
West	ETJ, SF-2-CO (Arrowhead Ranch Development Agreement)	Vacant, Single Family	Single Family

Existing SF-2-Zoned Properties



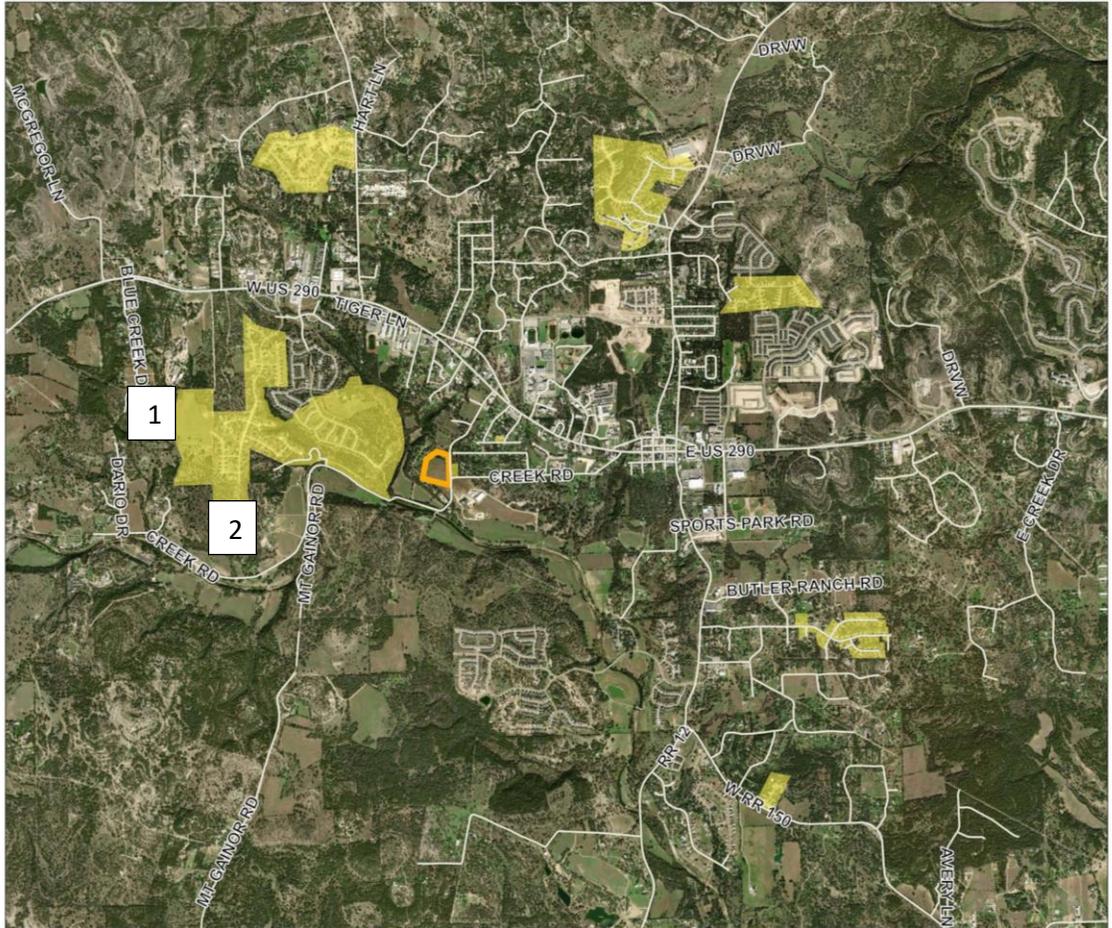
**SF-2 Zoning Map**

ZA2025-002

Fellers Residential

**Legend**

- Roads
- Subject Property
- SF-2



Major SF-2 Zoning District Areas	Description	Approximate Area	Existing Use
1	Undeveloped SF-2 area west of Bunker Ranch (i.e. Hardy Tract)	79.61 Acres	Vacant
2	Undeveloped SF-2 area south of Bunker Ranch (Outlook at Bunker Ranch, i.e. Florio Tract)	18.25 Acres	Vacant

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	The proposed zoning amendment is considered appropriate in the context of the surrounding area, which includes various types of residential land uses that are compatible with the proposed single family Fellers residential project.
2. their relationship to the general area and the City as a whole;	The change supports the city’s goals for development in this area, aligning with the city’s Future Land Use Plan for a moderate-density residential land use at this location (City of Dripping Springs Comprehensive Plan, attachment 3).
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	<p>The current property owner currently holds 80 wastewater LUEs and has agreed to allocate the needed 18 wastewater LUEs for the subject 14-acre tract. (refer to ANNEX-2025 staff report).</p> <p>On November 17, 2025, the Dripping Springs Water Supply Corporation (DSWSC) Board approved a Non-standard Service Agreement (NSSA) for the provision of 18 drinking water LUEs to the Fellers site (refer to ANNEX-2025 staff report).</p>
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	<p>Currently undeveloped SF-2-zoned property is located northwest of the project site, in 2 areas:</p> <ol style="list-style-type: none"> <li>1. Undeveloped 79.61 acre area west of Bunker Ranch (R15103, i.e. “Hardy Tract” owned by P &amp; H Family Limited Partnership #1)</li> <li>2. Undeveloped SF-2 area south of Bunker Ranch (R14993, i.e. “Outlook at Bunker Ranch”, the Florio Tract)</li> </ol> <p>Both areas are in the permitting process for future development.</p>
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	The land in the surrounding area has primarily been developed for single family residential use in the past decade.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	Approving this amendment will reinforce the existing and planned single family residential characteristics of neighboring areas. The scale of the proposed zoning amendment is unlikely to negatively impact other areas designated for similar development.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this request would not treat the subject parcel differently from other SF-2 zoned parcels in proximity to this proposed residential development.

<p>8. any other factors which will substantially affect the public health, safety, morals, or general welfare.</p>	<p>The proposed change supports public welfare by enhancing access to housing, and demonstrates compatibility with surrounding residential uses, minimizing any adverse impacts on adjacent properties.</p>
--	---

**Additional Staff Analysis**

Rezoning the 14-acre property to SF-2 supports future single family residential development of the site, which will comply with the City’s Comprehensive Plan. The proposed zoning change offers an opportunity to provide additional housing options to residents while ensuring compatibility with neighboring properties and land uses. The zoning change and proposed residential land use is further supported by wastewater and drinking water LUE reservation agreements with the City and the DSWSC, respectively (refer to ANNEX2025-002 staff report).

**Staff Recommendation**

At their regular meeting on January 27, 2026, the Planning & Zoning Commission voted unanimously to recommend approval of this request. The Commission also requested clarifications on the implementation timeline of the municipal wastewater service agreement and potential interim measures for providing wastewater services to the 14-acre property.

Staff recommends **Approval** of the zoning amendment as presented.

*Council Review:*

*2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.*

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. As of the time of posting of this report, one letter in support and one letter in opposition of the request has been received (Attachment 5).

**Attachments**

- Attachment 1 – Zoning Amendment Application (including Exhibit D- April 2022 WW LUE reservation agreement)
- Attachment 2 – Applicant Presentation and Fellers Conceptual Plan
- Attachment 3 – City of Dripping Springs Comprehensive Plan (Future Land Use Map)
- Attachment 4 – Proposed Zoning Amendment Ordinance
- Attachment 5 – Public Comments

Recommended Action:	Recommend approval of the requested Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	<p>The City received one support letter and one opposition letter as of the date of posting of this report (refer to Attachment 5).</p> <ul style="list-style-type: none"> <li>• <b>Support letter:</b> The author expressed support for the density and style of homes planned for the Fellers tract, following initial concerns and a request for additional information about the project. The letter states: “ ...Tri-point reached out and has provided satisfactory evidence that they do not intend to increase density beyond what was already planned and shared. That was our main concern. I believe the homes they plan on building will be of a style benefiting the community.”</li> <li>• <b>Opposition letter:</b> The author noted concerns about increased density in this area, and requested a lower density zoning that “..better matches the existing Creek Road pattern and preserves the area’s country character. ”</li> </ul>
Enforcement Issues:	N/A



**DRIPPING SPRINGS**  
Texas

Attachment 1

City of Dripping Springs

Item 6.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

Case Number (staff use only): \_\_\_\_\_ - \_\_\_\_\_

**CONTACT INFORMATION**

**PROPERTY OWNER NAME** Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers

**STREET ADDRESS** 1300 Creek Road

**CITY** Dripping Springs **STATE** Texas **ZIP CODE** 78620

**PHONE** \_\_\_\_\_ **EMAIL** [REDACTED]

**APPLICANT NAME** Pat Helgeson

**COMPANY** Tri Pointe Homes

**STREET ADDRESS** 13640 Briarwick Drive, Suite 170

**CITY** Austin **STATE** Texas **ZIP CODE** 78729

**PHONE** 512-298-1170 **EMAIL** [REDACTED]

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	Cypress Fork Ranch, L.P. - Attention: Doyle M. and Claireen Fellers
PROPERTY ADDRESS	1300 Creek Road, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F HANNA SURVEY, ACRES 52.7742
TAX ID#	136311
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	None (ETJ)
REQUESTED ZONING/AMENDMENT TO PDD	SF-2
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	This request is for the annexation of approximately 14 Acres of the existing tract listed above. The developer (Tri Pointe Homes) wishes to build a small single-family subdivision with City of Dripping Springs roads and wastewater service. Water service to be provided by DSWSC.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The developer intends to zone this subdivision as SF-2 and the development will consist of 18 - 0.5 acre lots with the necessary associated infrastructure (pond, streets, water, wastewater etc.).

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

YES (REQUIRED)\*  YES (VOLUNTARY)\*  NO\*

\* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver. Voluntary compliance is strongly encouraged by those not required by above criteria *(see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information).*

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jacob Garrise Kimley Horn is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Clairreen Fellers Clum  
Name

Owner/manager  
Title

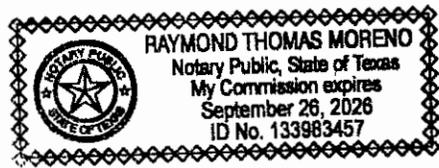
STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 16 day of October,  
2025 by Clairreen Fellers. Raymond Moreno

[Signature]  
Notary Public, State of Texas

My Commission Expires: 9/26/26

Pat Helgeson  
Name of Applicant



**ZONING AMENDMENT SUBMITTAL**

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents <b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings ( <i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i> ) <span style="color: red;">compliance with the ordinance will be shown on the preliminary plan and construction docs</span>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans <span style="color: red;">N/A - Prelim Plan and Construction Documents will be provided after zoning approval</span>
<input type="checkbox"/>	<input type="checkbox"/>	Maps <span style="color: red;">N/A</span>
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation <span style="color: red;">N/A</span>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign ( <i>refer to Fee Schedule</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District ( <i>if applicable</i> ) <span style="color: red;">N/A</span>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Received on/by: \_\_\_\_\_

Project Number: \_\_\_\_\_  
Only filled out by staff



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: Roger Hanks Cypress Fork

Project Address: 1300 Creek Road, Dripping Springs, TX 78620

Project Applicant Name: Pat Helgeson

**Billing Contact Information**

Name: Tri Pointe Homes Texas, Inc.

Mailing Address: 13640 Briarwick Drive, Suite 170  
Austin, TX 78729

[Redacted] Phone Number: 512.298.1170

Type of Project/Application (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Alternative Standard           | <input type="checkbox"/> Special Exception      |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit  |
| <input type="checkbox"/> Conditional Use Permit         | <input checked="" type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement          | <input type="checkbox"/> Waiver                 |
| <input type="checkbox"/> Exterior Design                | <input type="checkbox"/> Wastewater Service     |
| <input type="checkbox"/> Landscape Plan                 | <input type="checkbox"/> Variance               |
| <input type="checkbox"/> Lighting Plan                  | <input type="checkbox"/> Zoning                 |
| <input type="checkbox"/> Site Development Permit        | <input type="checkbox"/> Other _____            |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. Please see the online Master Fee Schedule for more details. By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

[Signature]  
Signature of Applicant

10/9/25  
Date

14.06 ACRES OUT OF THE BENJAMIN F. HANNA SURVEY NUMBER 428, ABSTRACT NUMBER 222, AND BEING A PORTION OF A CALLED 111.181 ACRE TRACT DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER 11011538, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



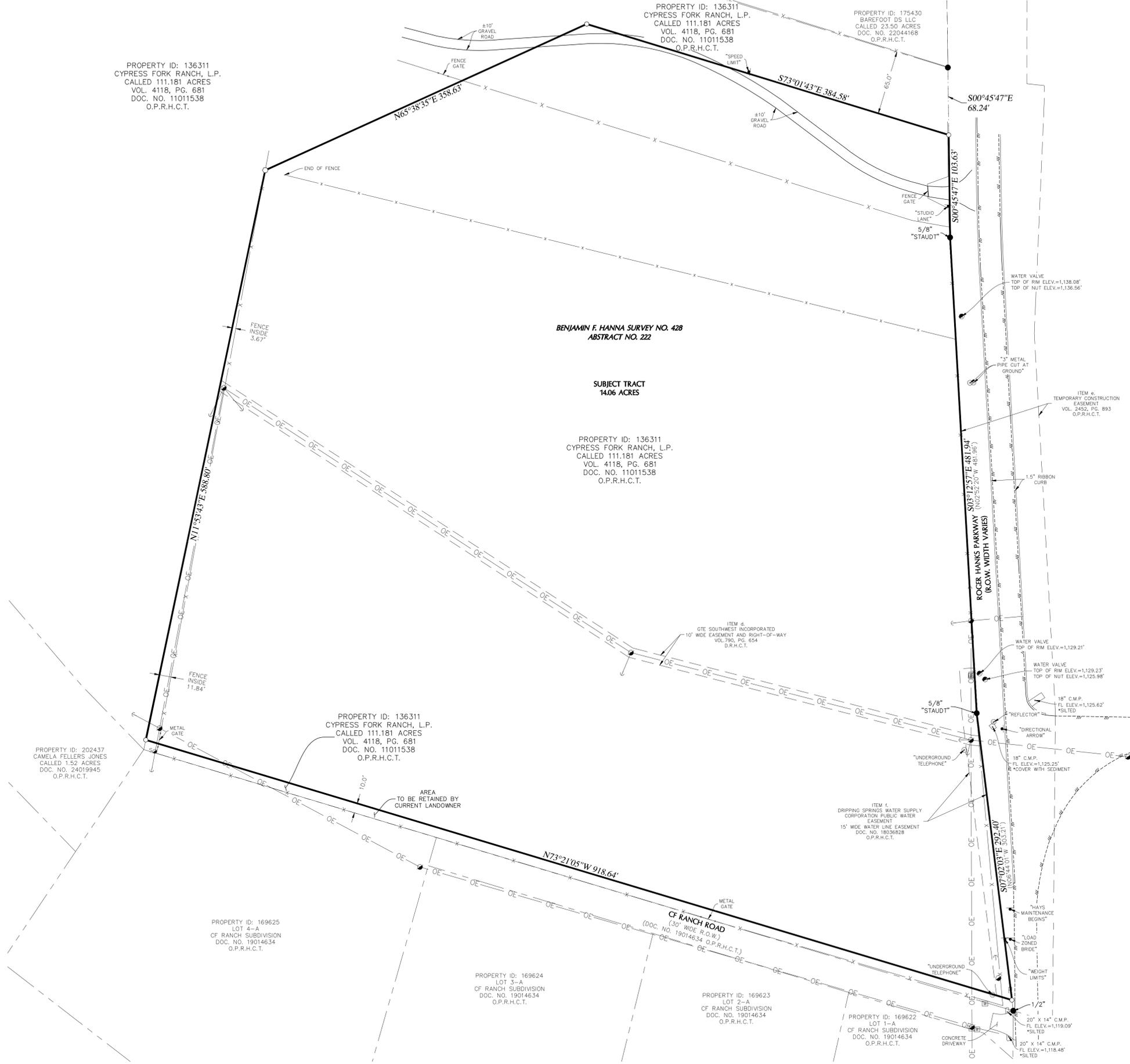
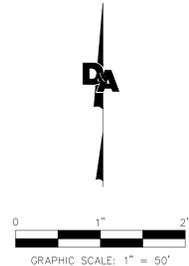
BENJAMIN F. HANNA SURVEY NO. 428 ABSTRACT NO. 222

PROPERTY ID: 136311 CYPRESS FORK RANCH, L.P. CALLED 111.181 ACRES VOL. 4118, PG. 681 DOC. NO. 11011538 O.P.R.H.C.T.

PROPERTY ID: 136311 CYPRESS FORK RANCH, L.P. CALLED 111.181 ACRES VOL. 4118, PG. 681 DOC. NO. 11011538 O.P.R.H.C.T.

PROPERTY ID: 175430 BAREFOOT DS LLC CALLED 23.50 ACRES DOC. NO. 22044168 O.P.R.H.C.T.

LEGEND table with symbols for property lines, fences, easements, and various survey markers like iron rods and water valves.



TITLE COMMITMENT NOTES: COMMITMENT FOR TITLE INSURANCE PREPARED BY CAPSTONE TITLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY...

- a. RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY) -- NOT CONSIDERED
b. ANY VISIBLE AND APPARENT ROAD OR OTHER EASEMENT CROSSING THE LAND, WHETHER PUBLIC OR PRIVATE EASEMENT... -- NOT CONSIDERED
c. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS... -- NOT CONSIDERED
d. EASEMENT AS RECORDED IN VOLUME 790, PAGE 654 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. -- SUBJECT TO, AS SHOWN HEREON
e. TEMPORARY EASEMENT AS RECORDED IN VOLUME 2452, PAGE 893 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
f. PUBLIC WATER EASEMENT AS RECORDED IN DOCUMENT NUMBER 18036828 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- SUBJECT TO, AS SHOWN HEREON
g. RIGHT OF WAY EASEMENT AS RECORDED IN DOCUMENT NUMBER 21041554 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
h. TEMPORARY EASEMENT AS RECORDED IN DOCUMENT NUMBER 21041555 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
i. ACCESS EASEMENT AS RECORDED IN DOCUMENT NUMBER 22024264 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
j. TEMPORARY CONSTRUCTION EASEMENT AS RECORDED IN DOCUMENT NUMBER 22024265 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
k. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN BOUNDARY LINE AGREEMENT AS RECORDED IN VOLUME 311, PAGE 736 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
l. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN MEMORANDUM OF ACCESS AGREEMENT AS RECORDED IN VOLUME 1916, PAGE 133 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES AFFECT
m. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN FINAL JUDGMENT AS RECORDED IN DOCUMENT NUMBER 21019242 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES NOT AFFECT
n. NOTICE CONCERNING FAMILY CEMETERY AS RECORDED IN DOCUMENT NUMBER 16017880 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS... -- DOES NOT AFFECT
o. RIGHT OF FIRST REFUSAL AS RECORDED IN DOCUMENT NUMBER 20044979 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. -- DOES AFFECT
p. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS... -- NOT CONSIDERED
q. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER VALIDLY EXISTING UNRECORDED LEASES. -- NOT CONSIDERED
r. ANY RIGHT, CLAIM OR ASSERTION OF TITLE BY THE ADJOINING LAND OWNER IN AND TO THAT STRIP OF LAND LOCATED BETWEEN THE PROPERTY LINE AND THE INSET OF FENCE AS SHOWN ON SURVEY DATED 12/01/2023 BY JOSHUA P. ARMENDARIZ RPL# 6822. -- NOT CONSIDERED
s. THIS POLICY EXPRESSLY DOES NOT INSURE TITLE TO THAT AREA LYING WITHIN THE FENCES EVIDENTLY BOUNDING THE PROPERTY, BUT OUTSIDE THE BOUNDARY LINES OF THE SUBJECT PROPERTY. -- NOT CONSIDERED

CONTROL NOTE: BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD83, GEOID 125. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00002409.

FLOODPLAIN NOTE: THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED (NO SCREEN) ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON F.I.R.M. MAP NO. 48209C0015F, TRAVIS COUNTY, TEXAS EFFECTIVE FEBRUARY 18, 1998, REVISED SEPTEMBER 2, 2005 REVISED JANUARY 17, 2025. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S NOTE: I. A SEPARATE METES AND BOUNDS DESCRIPTION TO BE PROVIDED WITH THIS SURVEY.

SURVEYOR'S CERTIFICATION: TO: CAPSTONE TITLE FIDELITY NATIONAL TITLE INSURANCE COMPANY TRI PONTE HOMES TEXAS, INC. CYPRESS FORK RANCH, L.P. A TEXAS LIMITED PARTNERSHIP. I, JOSHUA P. ARMENDARIZ, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN. THIS SURVEY WAS MADE SUBSTANTIALLY IN ACCORDANCE WITH THE STANDARDS AND CONDITIONS SET FORTH FOR A CATEGORY 1A, CONDITION 1 LAND TITLE SURVEY, BASED ON THE 2024 MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS, PREPARED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS. THE FIELD WORK WAS COMPLETED ON MAY 27, 2025. JOSHUA P. ARMENDARIZ 05/29/2025 DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6822 DOUGLET, A KLEINFELDER COMPANY JARMENDARIZ@KLEINFELDER.COM

DOUCET A Kleinfelder Company logo and contact information: 7401 B. Highway 71 W. Ste. 160 Austin, TX 78735, Tel: (512)-583-2600 www.doucetengineers.com



Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



702011 11011538

Instrument Number: 2011-11011538

As

Recorded On: May 23, 2011

OPR RECORDINGS

Parties: FELLERS DOYLE M

Billable Pages: 17

To CYPRESS FORK RANCH LP

Number of Pages: 18

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	80.00
<b>Total Recording:</b>	<b>80.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2011-11011538  
Receipt Number: 274251  
Recorded Date/Time: May 23, 2011 10:16:39A  
Book-Vol/Pg: BK-OPR VL-4118 PG-681  
User / Station: P Hernandez - Cashiering #3

**Record and Return To:**

STEVEN RAY HAKE ATTORNEY AT LAW  
1306 GUADALUPE ST  
AUSTIN TX 78701



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas.

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

## Special Warranty Deed

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**

Date: May 5, 2011

Grantor: Doyle M. Fellers and wife Claireen Fellers

Grantor's Mailing Address: 1300 Creek Road  
Dripping Springs, Hays County, TX 78620

Grantee: Cypress Fork Ranch, L.P., a Texas limited partnership

Grantee's Mailing Address: 1300 Creek Road  
Dripping Springs, Hays County, TX 78620

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

That certain property in Hays County described on the attached Exhibit "A".

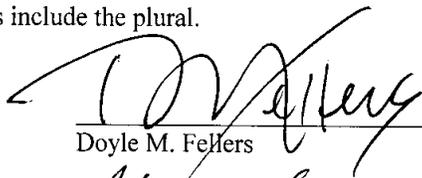
Reservations from Conveyance: Grantor reserves a perpetual, non-exclusive easement for Grantor and Grantor's successors for ingress and egress to and from Grantor's homestead property (referenced and described in Exhibit "A" and not conveyed herein) and Creek Road, Roger Hanks Parkway, and any other public streets or roadways adjacent to the Property now or in the future, including an easement over, on, and across the existing private drive currently providing access from Grantor's homestead property to Creek Road as shown on the attached Exhibit "B". The easement binds and inures to the benefit of both parties and their respective heirs, successors, and assigns. The easement is appurtenant to and runs with the Grantor's retained property, whether or not it is referenced in any conveyance of such property.

Exceptions to Conveyance and Warranty: All easements and rights-of-way of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, that certain Lease dated December 30, 2009 between Doyle and Claireen Fellers as Lessor and Forestar (USA) Real Estate Group, Inc. as Lessee, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to

claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

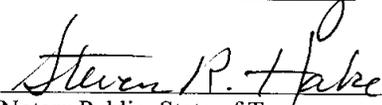
As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS", with any and all latent and patent defects, and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for the limited warranties of title set forth in this deed. When the context requires, singular nouns and pronouns include the plural.

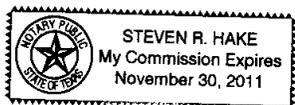
  
\_\_\_\_\_  
Doyle M. Fellers

  
\_\_\_\_\_  
Claireen Fellers

State of Texas §  
§  
County of Hays §

This instrument was acknowledged before me on this 5<sup>th</sup> day of May, 2011 by Doyle M. Fellers and wife, Claireen Fellers.

  
\_\_\_\_\_  
Notary Public, State of Texas



After recording, please return to:

Doyle Fellers  
Cypress Fork Ranch, LP  
1300 Creek Road  
Dripping Springs, TX 78620

## Exhibit "A"

### Legal Description

The Property conveyed is described in this Exhibit "A" and may be generally described as a tract of land consisting of 111.181 acres out of the B. G. Hanna League, Hays County, Texas, as described by metes and bounds in this Exhibit "A", SAVE AND EXCEPT the following four (4) tracts of land which are also described in this Exhibit "A" and excluded from the Property as conveyed:

- (1) Excluding that certain parcel containing a 1.304 acre tract of land as described in that certain Deed Without Warranties from Doyle M. Fellers and Claireen H. Fellers to Hays County, Texas, recorded as document number 9815804 in the Real Property Records of Hays County, Texas;
- (2) And also excluding that certain parcel containing approximately 17.746 acres which comprise Lots 1, 2, and 3 as described in the plat of Cypress Fork Ranch, a Subdivision of Hays County, Texas, as recorded in the Real Property Records of Hays County, Texas, a copy of which plat is included as part of this Exhibit "A";
- (3) And also excluding that certain parcel containing 12.374 acres of land previously conveyed by Warranty Deed from Doyle Fellers and wife, Claireen Fellers to Forestar (USA) Real Estate Group and described by metes and bounds in the legal description included as part of this Exhibit "A";
- (4) And also excluding the Fellers homestead property consisting of a 7.0532 acre tract of land that is reserved and retained by Grantor and which is described by metes and bounds in the legal description and drawing included as part of this Exhibit "A".

Thus the Property conveyed consists of a tract of land of 111.181 acres less 1.304 acres, less 17.746 acres, less 12.374 acres, and less 7.5032 acres, for a resulting tract of approximately 72.7038 acres more or less, as described in this Exhibit "A".

111.181 ACRES  
OUT OF THE B. F. HANNA LEAGUE  
HAYS COUNTY, TEXAS

700 523

Being 111.181 acres out of the Benjamin F. Hanna League number 428, abstract 222, Hays County, Texas, and also being the same property described in deed from M. Z. Piland, receiver of the estate of Nona Ennis Follis, to Billy Floyd Peel recorded in volume 229, page 295, of the Real Property Records of Hays County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the centerline of Onion Creek also known as Archers Creek, and the centerline of Boiling Springs Branch, a point for corner of the herein described tract.

Thence S 64° 39' 27" E with the centerline of Onion Creek 2.91 feet to a point for corner of the herein described tract and the southwest corner of a 5.24 acre tract conveyed by Nona E. Follis to N. B. Hutto and wife by deed recorded in volume 217 page 340 of the Real Property Records of Hays County, Texas.

Thence with the west line of said 5.24 acre tract N 64° 53' 57" E, at 147.60 feet pass a fence corner and a 12 inch corner post in the south margin of County Road 190 (also known as Dripping Springs-Mt. Sharp Road) a total distance in all of 181.42 feet to a point in the centerline of said road and the northwest corner of the said 5.24 acre tract.

Thence with the centerline of County Road 190 the following courses and distances:

- 1) S 82° 36' 05" E 14.77 feet;
- 2) S 69° 50' 44" E 1327.88 feet;
- 3) S 82° 46' 16" E at 49.39 feet pass the northeast corner of said 5.24 acre tract and the northwest corner of a 3.5 acre tract exempted out of Tract One in volume 229 page 295 of the Hays County Real Property Records, a total distance in all of 85.67 feet;
- 4) N 67° 25' 45" E 76.81 feet;
- 5) N 44° 38' 27" E 310.65 feet;
- 6) N 28° 23' 27" E 70.85 feet;

Thence S 62° 23' 33" E 25.60 feet to a 5/8 inch iron rod set in the east margin of the said county road.

Thence N 02° 49' 45" E with the east line of the B. F. Hanna League as occupied and the west line of a 388 acre tract of land conveyed to Lois E. Slaughter by deed recorded in volume 184 page 597 of the Real Property Records of Hays County, Texas, at 600.99 feet pass a fence corner in the south margin of County Road 190 a total distance in all of 739.97 feet to a point in the north margin of County Road 190.

Thence N 85° 20' 15" W with an existing fence line 37.84 feet to a found fence corner.

Thence continuing with the east line of the B. F. Hanna League as fenced and occupied the following courses and distances:

- 1) N 04° 39' 45" E 636.32 feet to fence corner;
- 2) N 81° 02' 23" W 16.44 feet to a fence corner;
- 3) N 02° 21' 24" E 1426.91 feet to angle point;
- 4) N 03° 40' 47" E 275.86 feet to a fence post for angle point on the break of high bank of Cave Springs Branch;
- 5) N 29° 58' 14" E 33.90 feet to a point in the centerline of a stream known as Cave Springs Branch.

700 52.

111.181 Acres  
Page 2 of 2:

Thence with the centerline of said Cave Spring Branch the following meanders:

- 1) N 79° 46' 10" W 236.15 feet;
- 2) S 18° 53' 53" W 275.86 feet;
- 3) N 88° 36' 12" W 95.57 feet;
- 4) S 57° 07' 24" W 299.07 feet;
- 5) S 54° 04' 50" W 250.12 feet;
- 6) S 30° 01' 34" W 265.33 feet to the southeast corner of a called 8.35 acre tract described as Tract Two in volume 229, page 295 of the Hays County Real Property Records.

Thence leaving the centerline of Cave Spring Branch N 45° 31' 46" W at 25.29 feet pass a 1/2 inch iron rod found at a fence corner, a total distance in all of 204.83 feet to a 1/2 inch iron rod found at a fence corner.

Thence N 04° 56' 28" W with an existing fence line 277.78 feet to a 1/2 inch iron rod found for corner.

Thence N 44° 24' 00" W 277.89 feet to a 1/2 inch iron rod found for corner.

Thence S 86° 00' 39" W with the north line of the said 8.35 acre tract at 304.57 feet pass a 2 inch diameter iron fence post a total distance in all of 342.09 feet to the centerline of Boiling Springs Branch.

Thence with the centerline of Boiling Springs Branch the following meanders:

- 1) S 22° 16' 51" E 381.36 feet;
- 2) S 03° 50' 08" W 155.83 feet;
- 3) S 01° 59' 34" W 72.67 feet;
- 4) S 01° 47' 39" E 223.94 feet;
- 5) S 06° 22' 14" E 212.65 feet;
- 6) S 00° 31' 37" W 80.91 feet to the intersection with the centerline of Cave Springs Branch;
- 7) S 05° 41' 47" W 336.24 feet;
- 8) S 24° 36' 40" W 261.13 feet;
- 9) S 62° 01' 53" W 56.80 feet;
- 10) S 24° 40' 24" W 205.33 feet;
- 11) S 21° 51' 23" W 422.89 feet;
- 12) S 31° 26' 29" W 294.74 feet;

Thence continuing with the centerline of said Boiling Springs Branch S 24° 18' 47" E at 352.62 pass a "+" in the deck of a concrete bridge across Onion Creek a total distance in all of 361.97 feet to the place of beginning containing in all 4,843,041 square feet or 111.181 acres more or less.



5/6/87  
870601  
GWH/ts

*G. W. Hans*  
Gordon W. Hans  
Registered Public Surveyor #1748  
COBB, FENDLEY AND ALLEN COMPANY  
3355 BEE CAVE, SUITE 606  
AUSTIN, TEXAS, 78746  
(512) 329-8208

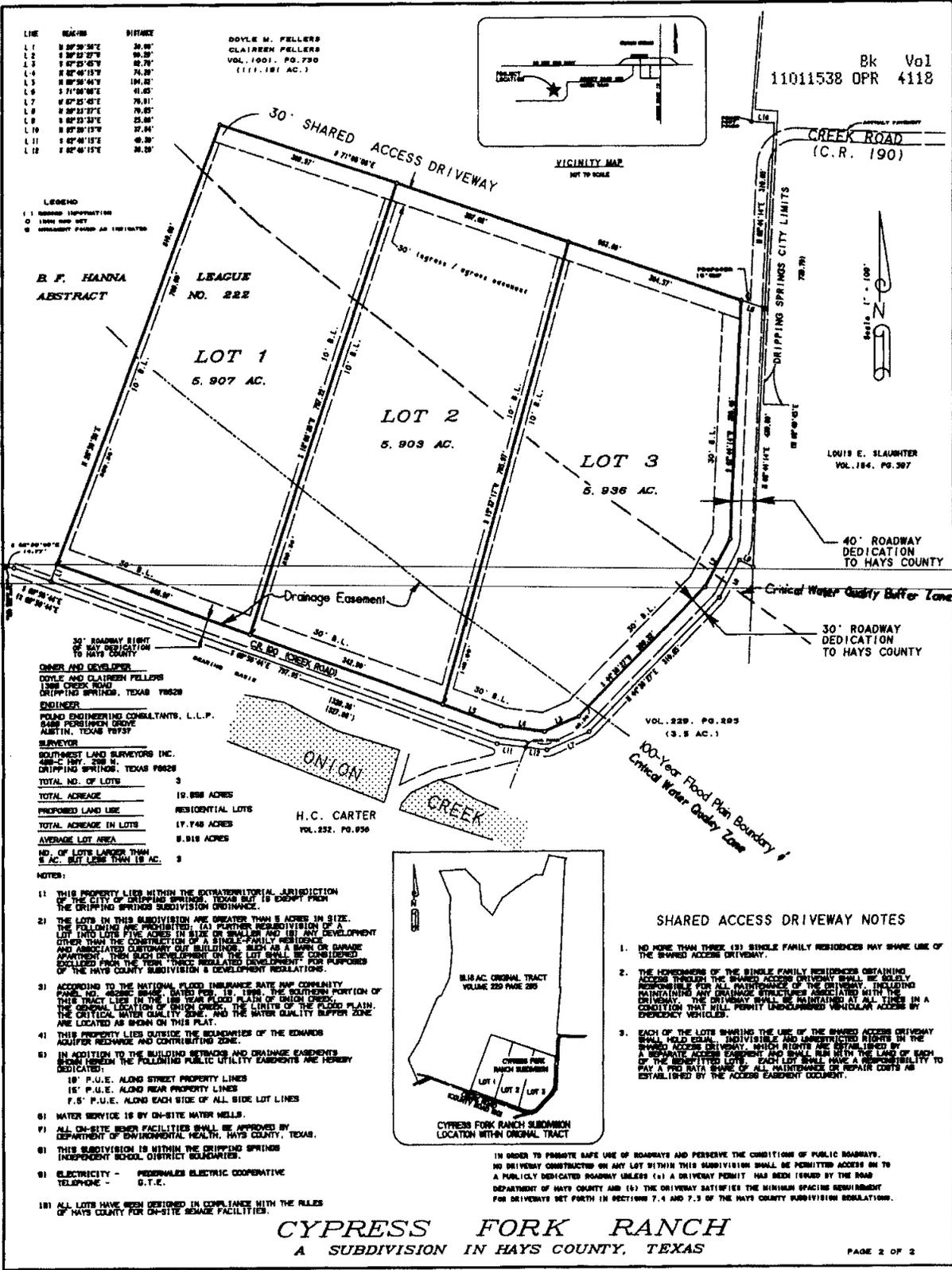
STATE OF TEXAS  
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by:



*Dennis D. Jamally*  
COUNTY CLERK  
HAYS COUNTY, TEXAS

OCT 9 1987



LINE	BEARING	DISTANCE
L.1	S 89°30'56"E	30.00'
L.2	S 89°52'27"W	99.20'
L.3	S 87°45'57"W	82.70'
L.4	S 82°46'13"W	74.30'
L.5	S 82°38'46"W	104.82'
L.6	S 71°58'08"E	41.83'
L.7	S 87°22'45"E	76.81'
L.8	S 82°22'37"E	79.85'
L.9	S 82°13'33"E	25.86'
L.10	S 87°50'13"W	97.94'
L.11	S 82°46'13"E	49.30'
L.12	S 82°46'13"E	30.20'

**LEGEND**  
 ( ) MISSING INFORMATION  
 O 1000' ROAD SET  
 @ EASEMENT POINT AS INDICATED

**B. F. HANNA  
 ABSTRACT**

**LEAGUE  
 NO. 222**

**LOT 1  
 5.907 AC.**

**LOT 2  
 5.903 AC.**

**LOT 3  
 5.936 AC.**

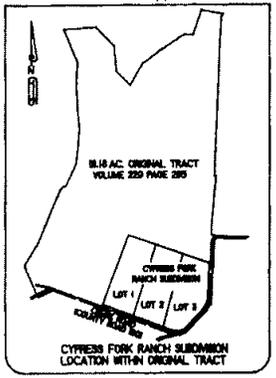
**OWNER AND DEVELOPER**  
 DOYLE AND CLAIREEN FELLERS  
 1305 CREEK ROAD  
 DRIPPING SPRINGS, TEXAS 78628

**ENGINEER**  
 POLAD ENGINEERING CONSULTANTS, L.L.P.  
 5405 FOREST GLEN  
 AUSTIN, TEXAS 78737

**SURVEYOR**  
 SOUTHWEST LAND SURVEYORS INC.  
 1305 CREEK ROAD  
 DRIPPING SPRINGS, TEXAS 78628

TOTAL NO. OF LOTS	3
TOTAL ACREAGE	19.886 ACRES
PROPOSED LAND USE	RESIDENTIAL LOTS
TOTAL ACREAGE IN LOTS	17.748 ACRES
AVERAGE LOT AREA	5.918 ACRES
NO. OF LOTS LARGER THAN 5 AC. BUT LESS THAN 10 AC.	3

- NOTES:**
- THIS PROPERTY LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS, TEXAS BUT IS EXEMPT FROM THE DRIPPING SPRINGS SUBDIVISION ORDINANCE.
  - THE LOTS IN THIS SUBDIVISION ARE GREATER THAN 5 ACRES IN SIZE. THE FOLLOWING ARE PROHIBITED: (A) FURTHER REDEVELOPMENT OF A LOT INTO LOTS FIVE ACRES IN SIZE OR SMALLER AND (B) ANY DEVELOPMENT OTHER THAN THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE AND ASSOCIATED CUSTOMER OUT BUILDINGS, SUCH AS A GARAGE OR GARAGE APARTMENT. THIS SUCH DEVELOPMENT ON THE LOT SHALL BE CONSIDERED EXCLUDED FROM THE TERM "TRUCK REGULATED DEVELOPMENT" FOR PURPOSES OF THE HAYS COUNTY SUBDIVISION & DEVELOPMENT REGULATIONS.
  - ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMPLIANCE PAGE, NO. 4836C, DATED FEB. 19, 1998, THE SOUTHERN PORTION OF THIS TRACT LIES IN THE 100 YEAR FLOOD PLAIN OF DRIPPING CREEK. THE GENERAL LOCATION OF DRIPPING CREEK, THE LIMITS OF THE FLOOD PLAIN, THE CRITICAL WATER QUALITY ZONE, AND THE WATER QUALITY BUFFER ZONE ARE LOCATED AS SHOWN ON THIS PLAN.
  - THIS PROPERTY LIES OUTSIDE THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE AND CONTRIBUTING ZONE.
  - IN ADDITION TO THE BUILDING SETBACKS AND DRAINAGE EASEMENTS SHOWN HEREON THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED:  
 10' P.U.E. ALONG STREET PROPERTY LINES  
 15' P.U.E. ALONG REAR PROPERTY LINES  
 7.5' P.U.E. ALONG EACH SIDE OF ALL SIDE LOT LINES
  - WATER SERVICE IS BY ON-SITE WATER WELLS.
  - ALL ON-SITE SEWER FACILITIES SHALL BE APPROVED BY DEPARTMENT OF ENVIRONMENTAL HEALTH, HAYS COUNTY, TEXAS.
  - THIS SUBDIVISION IS WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
  - ELECTRICITY - FEDERATED ELECTRIC COOPERATIVE  
 TELEPHONE - G.T.E.
  - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF HAYS COUNTY FOR ON-SITE SEWAGE FACILITIES.



- SHARED ACCESS DRIVEWAY NOTES**
- NO MORE THAN THREE (3) SINGLE FAMILY RESIDENCES MAY SHARE USE OF THE SHARED ACCESS DRIVEWAY.
  - THE HOMEOWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE JOINTLY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY SHALL BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNIMPEDED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
  - EACH OF THE LOTS SHARING THE USE OF THE SHARED ACCESS DRIVEWAY SHALL HOLD EQUAL, UNDIVISIBLE AND UNRESTRICTED RIGHTS IN THE SHARED ACCESS DRIVEWAY WHICH RIGHTS ARE ESTABLISHED BY SEPARATE ACCESS EASEMENTS AND SHALL RUN WITH THE LAND OF EACH OF THE SUBDIVIDED LOTS. EACH LOT SHALL HAVE A RESPONSIBILITY TO PAY A PRO RATA SHARE OF ALL MAINTENANCE OR REPAIR COSTS AS ESTABLISHED BY THE ACCESS EASEMENT OCCUMENT.

**CYPRESS FORK RANCH**  
 A SUBDIVISION IN HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS  
KNOW ALL MEN BY THESE PRESENTS: THAT WE, DOYLE M. FELLERS AND WIFE, CLAIREEN FELLERS OWNERS OF (11.18) ACRES OF LAND OUT OF THE S.P. MANNA LEAGUE, ABSTRACT NO. 222, HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED JUNE 28, 1923, AND RECORDED IN VOLUME 1001, PAGE 750, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE (8.95) ACRES OUT OF SAID (11.18) ACRE TRACT, TO BE KNOWN AS "CYPRESS FORK RANCH" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS SHOWN HEREON.

STATE OF TEXAS  
COUNTY OF HAYS  
KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, WARRANT THAT ANY RIGHT, PRIVILEGE, OBLIGATION, OR REMEDY GRANTED TO ME BY THE SUBDIVISION ORDINANCE AND OTHER RELEVANT LAWS OF HAYS COUNTY, TEXAS, SHALL ALSO RUN IN FAVOR OF MY SUCCESSORS IN INTEREST, ASSIGN, AGENTS, EMPLOYEES OR ANY OTHER PERSON PURSUANT TO THE DIRECTIONS OF ANY OF THE FOREGOING, OR UNDER COLOR OF THE SAME.

*[Signature]*  
GARY P. PENNINGTON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4808 - STATE OF TEXAS  
SOUTHWEST LAND SURVEYORS, INC.  
400-C HIGHWAY 250 WEST  
DRIPPING SPRINGS, TEXAS 76620

7-14-98  
DATE



IN WITNESS WHEREOF, DOYLE M. FELLERS AND CLAIREEN FELLERS HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE DULY AUTHORIZED.

THIS THE 9<sup>th</sup> DAY OF JULY A.D., 1998.

*[Signature]*  
DOYLE M. FELLERS  
OWNER

*[Signature]*  
CLAIREEN FELLERS  
OWNER

HEALTH DEPARTMENT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SUPPLY. SUBSTITUTION OF WATER SUPPLY AND WATER QUALITY PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING BEHIND DATES AVAILABLE IN THE RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

*[Signature]*  
ALLEN G. WATKINS, DIRECTOR  
HAYS COUNTY ENVIRONMENTAL HEALTH  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOYLE M. FELLERS AND CLAIREEN FELLERS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

*[Signature]*  
NOTARY PUBLIC IN AND FOR HAYS  
COUNTY, TEXAS.  
COMMISSION EXPIRES 1-22-02  
PRINT NAME Deborah Gault



STATE OF TEXAS  
COUNTY OF HAYS

I, MARGIE T. VILLALPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 14<sup>th</sup> DAY OF JULY A.D., 1998,

THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK P, PAGE 167.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14<sup>th</sup> DAY OF JULY A.D., 1998.

*[Signature]*  
MARGIE T. VILLALPANDO  
COUNTY CLERK  
HAYS COUNTY, TEXAS



IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PROVISIONS AND REGULATION PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY ASSUMES NO LIABILITY TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON.

*[Signature]*  
DALE A. FOUNG, P.E.  
P.E. NO. 61576

7-14-98  
DATE



STATE OF TEXAS  
COUNTY OF HAYS

I, MARGIE T. VILLALPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14<sup>th</sup> DAY OF JULY A.D., 1998 AT 4:38 P.M. O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK P PAGE(S) 167-168. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14<sup>th</sup> DAY OF JULY A.D., 1998.



*[Signature]*  
MARGIE T. VILLALPANDO  
COUNTY CLERK  
HAYS COUNTY, TEXAS

CYPRESS FORK RANCH  
A SUBDIVISION IN HAYS COUNTY, TEXAS

12.374 ACRES  
ARROWHEAD RANCH

FN NO. 07-836(TM)  
December 27, 2007  
BPI JOB NO. 1161538 OF 11779-01

Vol Pg  
4118 689

Item 6.

### DESCRIPTION

OF 12.374 ACRES OF LAND OUT OF THE B.F. HANNA SURVEY, ABSTRACT NO. 222; SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 111.181 ACRE TRACT DESCRIBED IN THE DEED TO DOYLE M. FELLERS AND WIFE, CLAIREEN FELLERS, OF RECORD IN VOLUME 1001, PAGE 750, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 12.374 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found for the southerly most corner of that certain 18.37 acre "Tract One" described in the deed to Lester E. R. Doty, of record in Volume 1197, Page 162, of the said Official Public Records, being an angle point in the northerly line of said 111.181 acre tract, also being in the approximate centerline of a creek locally known as Cave Springs Branch, for an angle point in the easterly line hereof, from which a 1/2-inch iron rod found in the southerly line of said 18.37 acre tract, bears along the approximate centerline meanders of Cave Springs Branch, N24°50'24"E, a distance of 120.80 feet;

**THENCE**, leaving the southerly line of said 18.37 acre tract, over and across said 111.181 acre tract along a portion of the easterly and irregular southerly lines hereof, the following ten (10) courses and distances:

- 1) S09°42'35"E, a distance of 23.08 feet to a 1/2-inch iron rod with cap set;
- 2) S62°49'07"E, a distance of 67.45 feet to a 1/2-inch iron rod with cap set;
- 3) S15°12'57"W, a distance of 309.27 feet to a 1/2-inch iron rod with cap set;
- 4) S47°32'45"W, a distance of 188.44 feet to a 1/2-inch iron rod with cap set;
- 5) S43°49'18"W, a distance of 191.91 feet to a 1/2-inch iron rod with cap set;

- 6) N42°24'49"W, a distance of 263.24 feet to a 1/2-inch iron rod with cap set;
- 7) S77°25'19"W, a distance of 43.88 feet to a 1/2-inch iron rod with cap set;
- 8) S05°23'39"E, a distance of 287.17 feet to a 1/2-inch iron rod with cap set;
- 9) S25°06'46"W, a distance of 37.38 feet to a 1/2-inch iron rod with cap set;
- 10) N87°22'16"W, a distance of 21.35 feet to a 1/2-inch iron rod with cap set in the approximate centerline meander of a creek locally known as Boiling Springs Creek, being on the easterly line of that certain 361.83 acre tract described in the deed to Forestar (USA) Real Estate Group, Inc., of record in Volume 3083, Page 733, of said Official Public Records, for the southwesterly corner hereof;

**THENCE**, along the approximate centerline meanders of said Boiling Springs Creek, being a portion of the easterly line of said 361.83 acre tract, for the westerly line hereof, the following seven (7) courses and distances:

- 1) N02°45'03"E, a distance of 240.39 feet to a calculated point;
- 2) N02°25'07"W, a distance of 80.90 feet to a calculated point;
- 3) N09°18'58"W, a distance of 212.62 feet to a 1/2-inch iron rod with cap set;
- 4) N04°44'23"W, a distance of 223.91 feet to a calculated point;
- 5) N08°20'46"W, a distance of 245.40 feet to a calculated point;
- 6) N28°21'28"W, a distance of 295.23 feet to a calculated point;

FN 07-836  
December 27, 2007  
Page 3 of 6

Bk Vol Pg  
11011538 OPR 4118 691

- 7) N03°42'45"E, a distance of 51.04 feet to a calculated point for the southwesterly corner of said 18.37 acre tract, and the northwesterly corner of said 111.181 acre tract and hereof, from which a 1/2-inch iron rod found for an angle point in the westerly line of said 18.37 acre tract, same being the easterly line of said 361.83 acre tract, bears N03°42'45"E, a distance of 173.70 feet;

**THENCE**, leaving the easterly line of said 361.83 acre tract and the approximate centerline meanders of Boiling Springs Creek, along a portion of the northerly line of said 111.181 acre tract, being a portion of the southerly line of said 18.37 acre tract, the following five (5) courses and distances:

- 1) N82°55'33"E, a distance of 340.85 feet to a 1/2-inch iron rod found;
- 2) S47°24'23"E, a distance of 277.77 feet to a 1/2-inch iron rod found;
- 3) S08°01'22"E, a distance of 277.75 feet to a 1/2-inch iron rod found;
- 4) S48°33'56"E, a distance of 179.56 feet to a 1/2-inch iron rod found;

- 5) S52°45'32"E, a distance of 26.36 feet to the **POINT OF BEGINNING**, and containing an area of 12.374 acres of land, more or less, within these metes and bounds.

**BEARING BASIS:** THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, NAD83-HARN CENTRAL ZONE, UTILIZING GPS CALIBRATION TO LCRA HARN NETWORK CONTROL STATIONS AZB4, AZB5, A728, & A730,

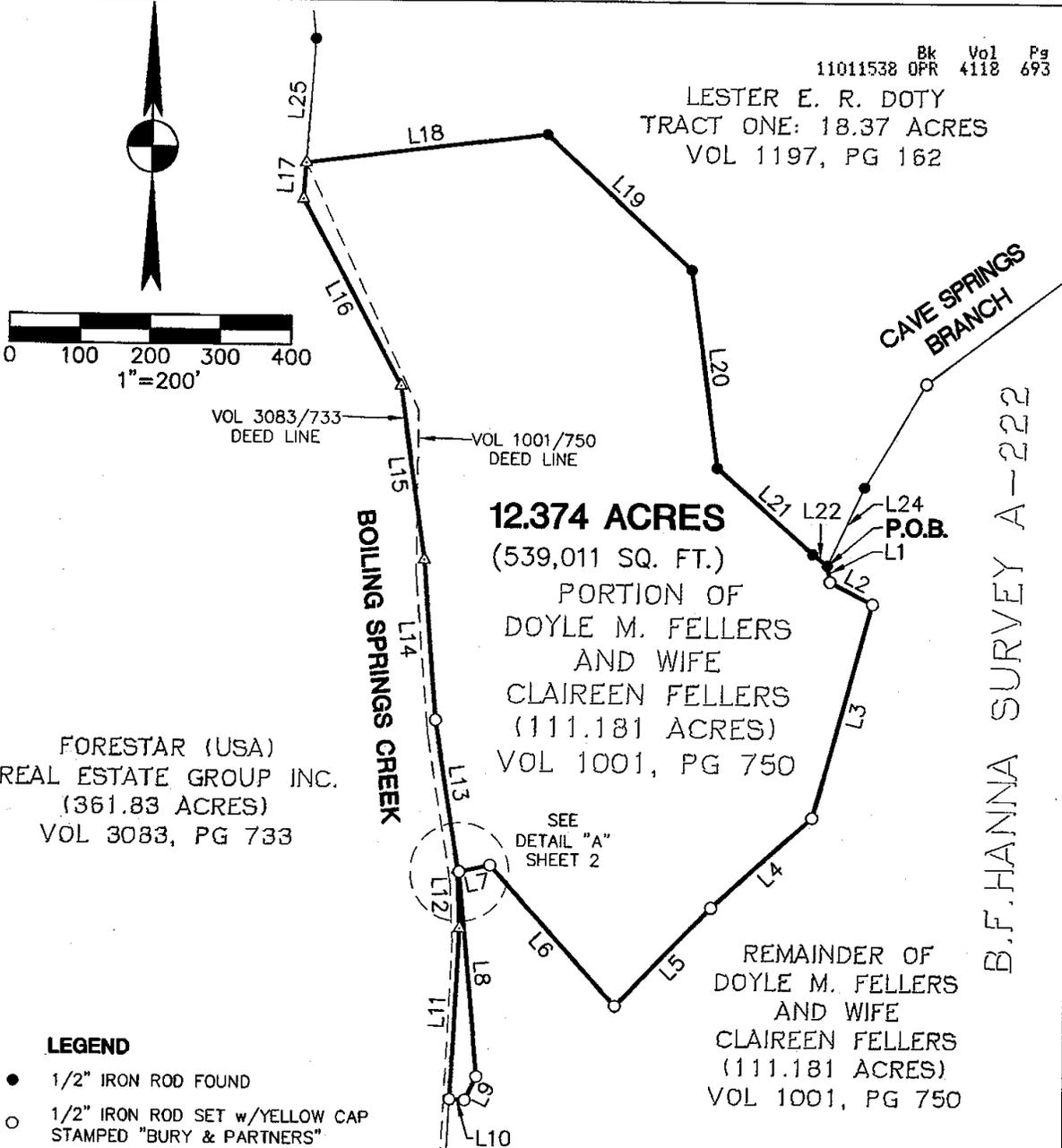
I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC., UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION

BURY + PARTNERS, INC.  
ENGINEERING-SOLUTIONS  
221 SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701

MARK A. ZIENTEK, R.P.L.S.  
NO. 5683  
STATE OF TEXAS

Bk Vol Pg  
11011538 OPR 4118 693

LESTER E. R. DOTY  
TRACT ONE: 18.37 ACRES  
VOL 1197, PG 162



**12.374 ACRES**  
(539,011 SQ. FT.)  
PORTION OF  
DOYLE M. FELLERS  
AND WIFE  
CLAIREEN FELLERS  
(111.181 ACRES)  
VOL 1001, PG 750

FORESTAR (USA)  
REAL ESTATE GROUP INC.  
(361.83 ACRES)  
VOL 3083, PG 733

REMAINDER OF  
DOYLE M. FELLERS  
AND WIFE  
CLAIREEN FELLERS  
(111.181 ACRES)  
VOL 1001, PG 750

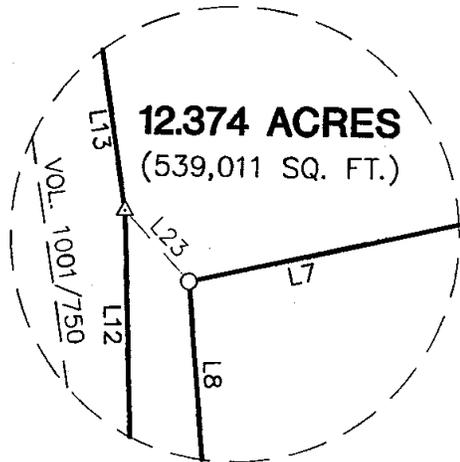
B.F.HANNA SURVEY A-222

- LEGEND**
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET w/YELLOW CAP STAMPED "BURY & PARTNERS"
  - △ CALCULATED POINT
  - (XXX) RECORD INFORMATION
  - P.O.B. POINT OF BEGINNING

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NAD83(96) CENTRAL ZONE, UTILIZING LCRA HARN STATIONS AZB4, A727, D202, AZB5, A729 & A730. DISTANCES SHOWN HEREON ARE SURFACE; CSF=1.00003

<p><b>Bury+Partners</b> ENGINEERING SOLUTIONS 221 West Sixth Street, Suite 600 Austria, Texas 78701 Tel. (512)328-0011 Fax (512)328-0325 Bury+Partners, Inc. ©Copyright 2007</p>	<p><b>SKETCH TO ACCOMPANY DESCRIPTION</b> OF A 12.374 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 111.181 ACRE TRACT DESCRIBED IN THE DEED TO DOYLE M. FELLERS AND WIFE CLAIREEN FELLERS, OF RECORD IN VOLUME 1001, PAGE 750 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p><b>FORESTAR REAL ESTATE</b></p>
		<p><b>ARROWHEAD RANCH</b></p>
<p>DATE: 12/27/2007 FILE: H:\177901EX4.dwg</p>	<p>FN No.: FN07-836TM</p>	<p>DRAWN BY: TM</p>
		<p>PROJ. No: 1779-01</p>

Exhibit "A"-Page 10 of 14



DETAIL "A"  
NOT TO SCALE

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S09°42'35"E	23.08'
L2	S62°49'07"E	67.45'
L3	S15°12'57"W	309.27'
L4	S47°32'45"W	188.44'
L5	S43°49'18"W	191.91'
L6	N42°24'49"W	263.24'
L7	S77°25'19"W	43.88'
L8	S05°23'39"E	287.17'
L9	S25°06'46"W	37.38'
L10	N87°22'16"W	21.35'
L11	N02°45'03"E	240.39'
L12	N02°25'07"W	80.90'
L13	N09°18'58"W	212.62'
L14	N04°44'23"W	223.91'
L15	N08°20'46"W	245.40'
L16	N28°21'28"W	295.23'
L17	N03°42'45"E	51.04'
L18	N82°55'33"E	340.85'
L19	S47°24'23"E	277.77'
L20	S08°01'22"E	277.75'
L21	S48°33'56"E	179.56'
L22	S52°45'32"E	26.36'
L23	N43°37'48"W	3.00'
L24	N24°50'24"E	120.80'
L25	N03°42'45"E	173.70'

<p><b>Bury+Partners</b> ENGINEERING SOLUTIONS 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512)328-0011 Fax (512)328-0325 Bury+Partners, Inc. ©Copyright 2008</p>	<p><b>SKETCH TO ACCOMPANY DESCRIPTION</b> OF A 12.374 ACRE TRACT, BEING A PORTION OF THAT CERTAIN 111.181 ACRE TRACT DESCRIBED IN THE DEED TO DOYLE M. FELLERS AND WIFE CLAIREEN FELLERS, OF RECORD IN VOLUME 1001, PAGE 750 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.</p>	<p><b>FORESTAR REAL ESTATE</b></p>
		<p><b>ARROWHEAD RANCH</b></p>
<p>DATE: 12/27/2007 FILE: H:\177901EX4.dwg</p>	<p>FN No.: FN07-836TM</p>	<p>DRAWN BY: TM</p>
		<p>PROJ. No: 1779-01</p>

**Legal Description**  
**Hays County, Texas**

Bk Vol Pg  
11011538 OFR 4118 695  
D&A Job No. 1039-002

**EXHIBIT "A"**

**DESCRIPTION OF A TRACT OF LAND CONTAINING 7.0532 ACRE (307,237 SQUARE FEET), SITUATED IN HAYS COUNTY TEXAS, BEING OUT OF THE BENJAMIN F. HANNA LEAGUE SURVEY NO. 428, ABSTRACT NO. 222, AND BEING A PORTION OF THE DOYLE M. FELLERS, AND WIFE, CLAIREEN FELLERS TRACT PER DEED RECORDED IN VOLUME 1001, PAGE 750, OF OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 7.0532 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000080832644):**

**BEGINNING**, at a 1/2-inch iron rod with "Bury" cap found at the most southerly corner of that certain 12.374 acre tract conveyed by Doyle Fellers and wife, Claireen Fellers to Forestar (USA) Real Estate Group, Inc., per warranty deed recorded as Instrument No. 2010-10000170, in Volume 3802, Page 475 of the Official Public Records of Hays County, Texas;

**THENCE**, along the boundary of said 12.374 acre tract the following four (4) courses:

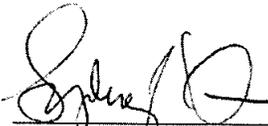
1. N25°48'45"E, a distance of 37.37 feet to a found ½-inch iron rod with "Bury" cap,
2. N04°41'40"W, a distance of 287.17 feet to a found ½-inch iron rod with "Bury" cap,
3. N78°18'13"E, a distance of 44.20 feet to a found ½-inch iron rod with "Bury" cap, and the most northerly corner hereof,
4. S41°41'26"E, a distance of 263.28 feet to a found ½-inch iron rod with "Bury" cap,

**THENCE**, departing the boundary of said 12.374 acre tract, and continuing over and across said Doyle Fellers and wife, Claireen Fellers tract the following nine (9) courses and distances:

1. S48°57'59"E, a distance of 355.80 feet to a calculated point for the most easterly corner hereof and the beginning of a non-tangent 387.00 foot radius curve concave southeasterly, a radial to which bears N48°57'59"W,
2. Southwesterly along the arc of said curve a distance of 63.26 feet through a central angle of 9°21'58" to a calculated point,
3. Tangent to said curve, S31°40'03"W, a distance of 191.17 feet to a calculated point and the beginning of a tangent 237.00 foot radius curve concave easterly,

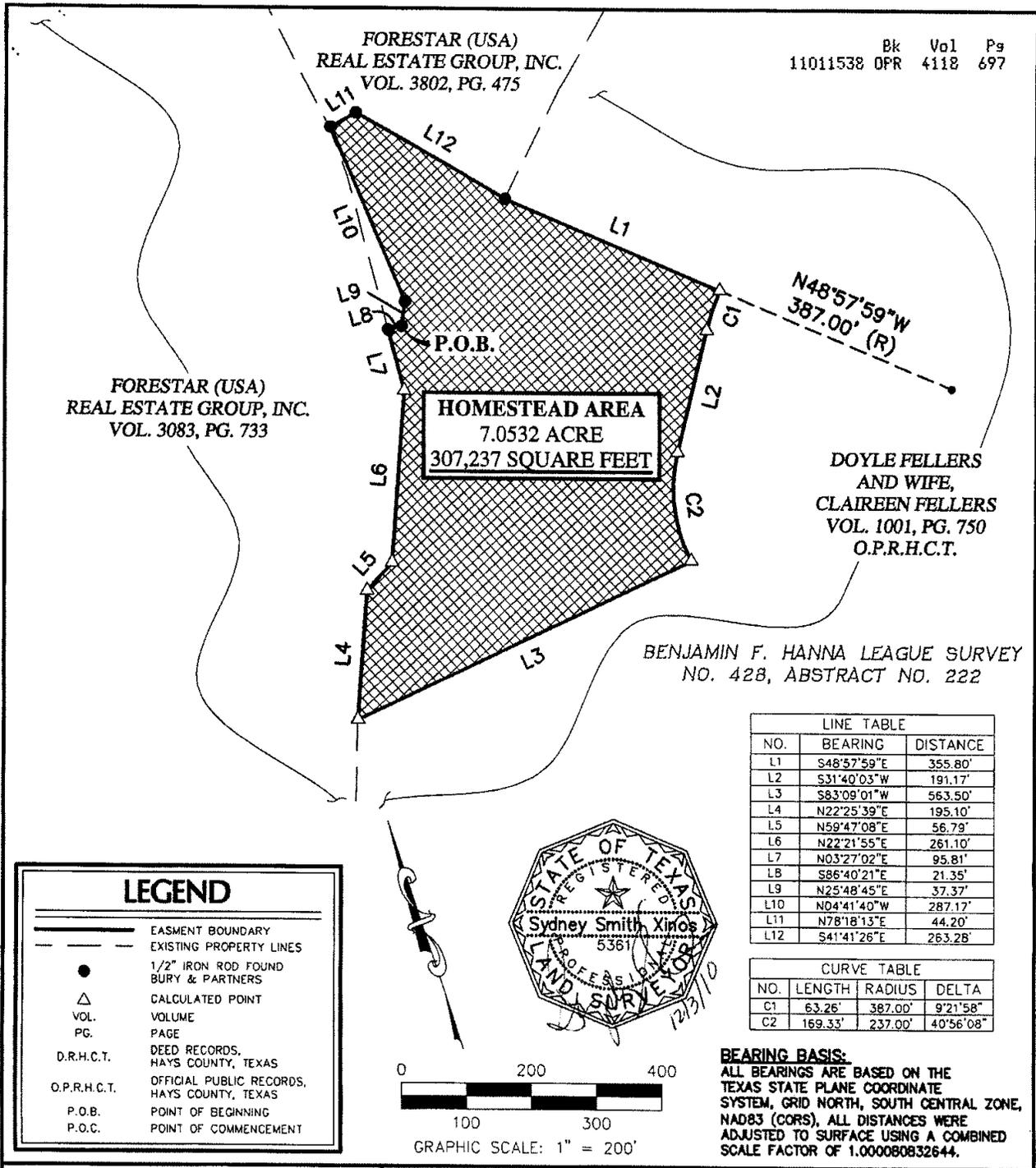
4. Southerly along the arc of said curve a distance of 169.33 feet through a central angle of 40°56'08" to a calculated point,
5. S83°09'01"W, a distance of 563.50 feet to a calculated point for the most westerly corner hereof,
6. N22°25'39"E, a distance of 195.10 feet to a calculated point,
7. N59°47'08"E, a distance of 56.79 feet to a calculated point,
8. N22°21'55"E, a distance of 261.10 feet to a calculated point,
9. N03°27'02"E, a distance of 95.81 feet to a found ½-inch iron rod with "Bury" cap at a corner of said 12.374 acre tract;

**THENCE**, S86°40'21"E, a distance of 21.35 feet along the boundary of said 12.374 acre tract to the **POINT OF BEGINNING** and containing 7.0532 acres of land, more or less.

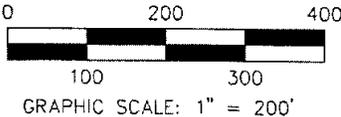
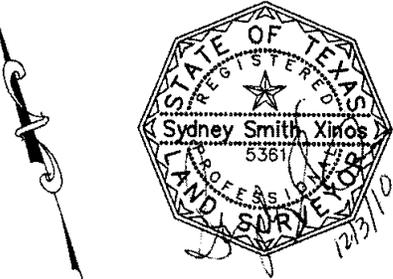
  
 \_\_\_\_\_  
 Sydney Smith Xinos, R.P.L.S. 5361      Date  
 Doucet & Associates Inc.,  
 7401 B Hwy. 71 West, Suite 160,  
 Austin, Texas 78735

12/3/12





LEGEND	
— — — — —	EASMENT BOUNDARY
— — — — —	EXISTING PROPERTY LINES
●	1/2" IRON ROD FOUND BURY & PARTNERS
△	CALCULATED POINT
VOL.	VOLUME
PG.	PAGE
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



**BEARING BASIS:**  
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, NAD83 (CORS). ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000080832644.

**A TRACT OF LAND TOTALING 7.0532 ACRE HOMESTEAD AREA CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS**

**D&A Doucet & Associates, Inc.**  
7401 B Hwy. 71 West, Suite 160  
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

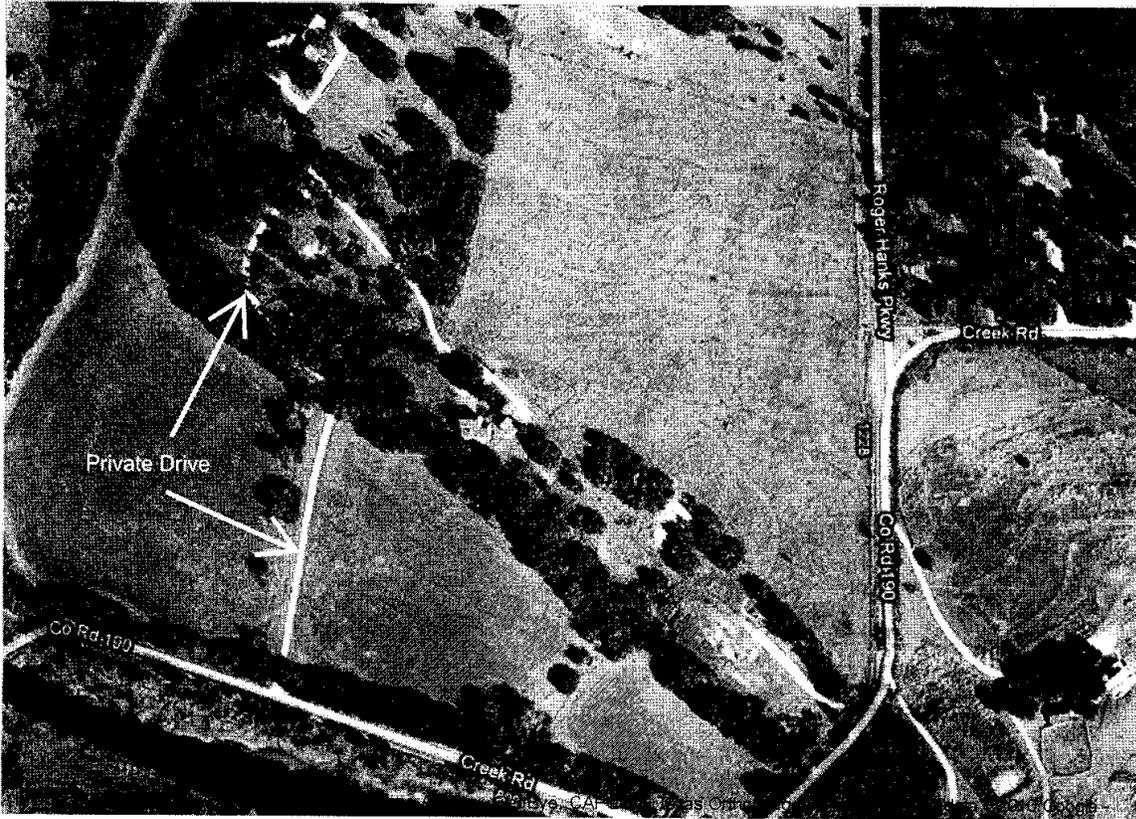
AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA  
www.doucetandassociates.com

Date:	12/3/2010
Scale:	1"=200'
Drawn by:	RC
Reviewer:	SSX
Project:	1039-002
Sheet:	3 of 3
Field Book:	-
Party Chief:	-
Survey Date:	-

P:\1039-002\survey\DA\_drawings\1039-001\_HOMESTEAD.dwg

To see all the details that are visible on the screen, use the "Full Screen" button in the top right corner.

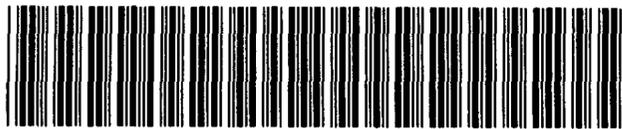
Homestead Location



Map showing existing private drive to Creek Road

Exhibit "B"

Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2012 12008148

Instrument Number: 2012-12008148

As

Recorded On: March 30, 2012

OPR RECORDINGS

Parties: FELLERS DOYLE M

Billable Pages: 2

To CYPRESS FORK RANCH LP

Number of Pages: 3

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	20.00
Total Recording:	20.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-12008148  
Receipt Number: 299689  
Recorded Date/Time: March 30, 2012 03:04:06P  
Book-Vol/Pg: BK-OPR VL-4310 PG-698  
User / Station: L Curry - Cashiering #4

Record and Return To:

STEVEN RAY HAKE  
1306 GUADALUPE STREET  
AUSTIN TX 78701



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

# Correction Deed

State of Texas §  
County of Hays §

This deed of correction is made on March 28, 2012, by Doyle M. Fellers and wife Claireen Fellers of 1300 Creek Road, Dripping Springs, Hays County, Texas 78620, referred to as Grantor, and Cypress Fork Ranch, L.P., a Texas limited partnership, of 1300 Creek Road, Dripping Springs, Hays County, Texas 78620, referred to as Grantee.

### Recitals

1. Grantor conveyed a parcel of land to Grantee by Special Warranty Deed dated May 5, 2011, which instrument is recorded as Instrument Number 2011-11011538 in the Real Property Records of Hays County, Texas.

2. In that instrument, the property conveyed was, by mistake, incorrectly described in that the legal description failed to exclude from the parcel described a strip of land comprising 2.14 acres of land that was not conveyed and should have been excluded from the legal description, for that 2.14 acres had previously been dedicated by Grantor to the public for roadway purposes as shown on the face of the final approved plat for the Roger Hanks Park Subdivision, recorded in Volume 11, Page 324-326, of the Official Public Records of Hays County, Texas.

3. In order to correct the error and to reflect the true agreement of the parties in every respect, Grantor and Grantee desire to make and execute this Correction Deed.

Now, therefore, Grantor, in and for the considerations expressed in the above-described Special Warranty Deed paid by Grantee, the receipt and sufficiency of which are acknowledged and confessed, grants, sells, and conveys to Grantee that certain property in Hays County, Texas described on the Exhibit "A" attached to that certain Special Warranty Deed dated May 5, 2011 recorded as Instrument Number 2011-11011538 in the Real Property Records of Hays County, Texas, except that the following described tract of land is hereby excluded from the legal description of the property as conveyed:

- (5) And also excluding that certain parcel containing 2.14 acres of land previously dedicated by Grantor to the public for roadway purposes as shown on the final approved plat for the Roger Hanks Park Subdivision, recorded in Volume 11, Page 324-326, of the Official Public Records of Hays County, Texas.

Thus, the Property conveyed consists of a tract of land of 111.181 acres (1) less 1.304 acres, (2) less 17.746 acres, (3) less 12.374 acres, (4) less 7.0532 acres, and (5) less 2.14 acres, **for a resulting tract of approximately 70.5638 acres more or less.**

This Correction Deed is subject to the same Reservations from Conveyance and the same Exceptions to Conveyance and Warranty as stated in the original Special Warranty Deed described above.

To have and to hold the above-described Property, together with all and singular the rights, ways, and appurtenances belonging or appertaining to the premises, to Grantee and Grantee's heirs, successors, and assigns, and Grantor by this instrument binds Grantor and Grantor's heirs,

successors, and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS", with any and all latent and patent defects, and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for the limited warranties of title set forth in this deed. When the context requires, singular nouns and pronouns include the plural.

This deed is executed as a correction deed given and accepted in place of that deed executed by the Grantor to the Grantee as above set forth and is made to correct the above-mentioned error and confirm the deed, and it will be effective as of, and retroactive to, the date of the original deed. Except as corrected, the original deed shall remain in full force and effect.

Executed on the date first above mentioned.



Doyle M. Fellers



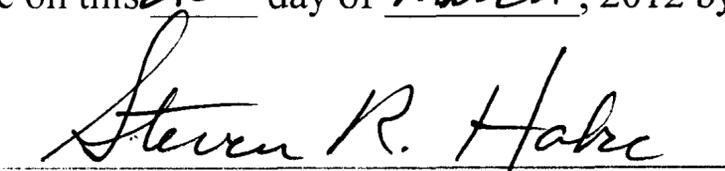
Claireen Fellers

State of Texas §

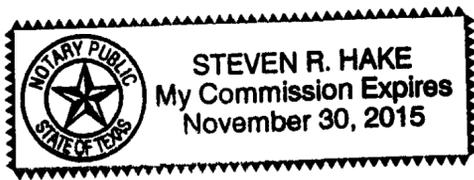
§

County of Hays §

This instrument was acknowledged before me on this 28<sup>th</sup> day of March, 2012 by Doyle M. Fellers and wife, Claireen Fellers.



Notary Public, State of Texas



After recording, please return to:

Steven R. Hake  
1306 Guadalupe Street  
Austin, TX 78701

## Exhibit “D”

### Capacity Reservation

WHEREAS, Owner has agreed to grant to City a Wastewater Easement, as further detailed in this Agreement; and

WHEREAS, City, as further consideration for that Wastewater Easement being granted by Owner, has agreed to reserve capacity in its wastewater collection system as set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

#### A. Definitions.

“City” means the City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

“Land” means that certain approximately 54.0822-acre tract of land in Hays County, Texas, with the legal description of the tracts of land as described in Document No. 2012-12008148 recorded 3/30/2012, and Document No. 20058437 recorded 12/16/2020, save and except the property sold in Document No. 20044978 recorded 10/6/2020, and save and except the property conveyed in Document No. 22008563 recorded 2/22/2022, Official Public Records of Hays County, Texas.

“LUE” means Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

“Owner” means Cypress Fork Ranch, L.P., a Texas limited partnership.

#### B. City’s Obligations

1. Reserve Capacity. City will reserve 80 LUEs of capacity in the Wastewater Collection System for Owner for up to eight (8) years, with the term beginning after notification from the City that the TPDES WWTP permitted under WQ0014488003 is operational. City will not charge any reservation fees to reserve this capacity. If the Land is fully platted within this eight-year-period and all 80 LUEs are not utilized, all remaining reserved LUEs are terminated.

#### C. Owners’ Obligations

1. Prior to obtaining wastewater service, Owner must negotiate and execute a Wastewater Utility Agreement with the City.

2. Facilities on the Land. Owner and future wastewater customers on Owner's property shall be responsible for the cost, construction, installation and maintenance of all sewer lines, wastewater taps, and other wastewater infrastructure between the service connection that has been constructed by the City and the facilities on the Land. Further, notwithstanding this Agreement, the Owner and all future wastewater customers on the Land remain subject to but not limited to applicable City ordinances, as these ordinances may be amended from time to time, including requirements related to development plans or site plans, and all provisions related to wastewater service availability, application, and commencement of retail wastewater service; payment of all wastewater rates, fees and charges, including all connection fees and Impact Fees; all applicable pretreatment requirements; and service termination, interest, and other charges as provided in the ordinance for delinquent accounts.

D. Assignment

1. Assignment. Owner may assign this Agreement as to all or part of the reserved LUEs without the written consent of the City to transferees of the Land from Owner.

EXECUTED this the 4<sup>th</sup> day of April, 2022.

CITY:  
CITY OF DRIPPING SPRINGS, TEXAS

By: Bill Foulds  
Mayor Bill Foulds

OWNER:  
CYPRESS FORK RANCH, L.P.  
BY: Cypress Fork Management, LLC, its General Partner

By: Doyle M. Fellers  
Doyle M. Fellers, Manager

By: Claireen Fellers  
Claireen Fellers, Manager

# Cypress Fork/Roger Hanks (Fellers Tract)

## Request for SF-2 Zoning

> About Tri Pointe

> Proposed homes

January 27, 2026

# About Tri Pointe Homes

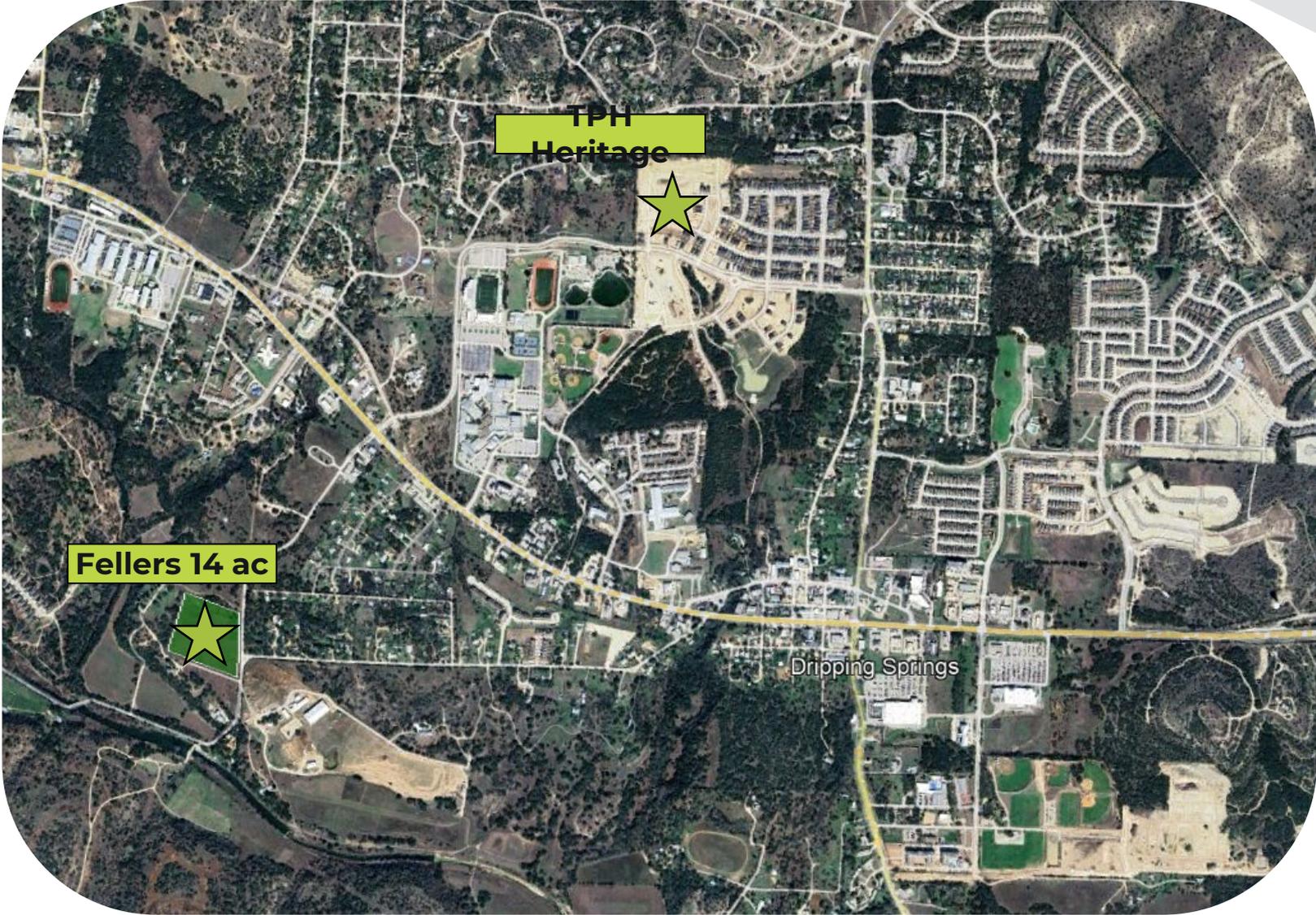
## ► History of Tri Pointe

- Tri Pointe Homes acquired Trendmaker Homes in 2014, and is one of the largest homebuilders in the country.
- Trendmaker operated in Texas beginning in 1971 and provided thousands of new homes to Texans, including homes in Headwaters and in Belterra.
- Actively building in Heritage master plan community on RR12

## ► Awards

- **Builder of the Year:** Awarded by “Builder and Developer Magazine” in 2019 and Builder Magazine 2015.
- Recognized as one of the **100 Best Companies to Work for by Fortune Magazine in 2025**
- Recognized as one of the **World’s Most Admired Companies by Fortune Magazine in 2024**

# Tri Pointe Existing and Proposed Communities in Dripping Springs



# Summary Continued

## ► Annexation

- ANNEX2025-002 and ZA2025-002
- Subject property annexation request and zoning amendment will be reviewed and decided by City Council on February 17, 2026

## ► Zoning

- Requested Zoning: **Moderate Density (SF-2)**
  - Compatible with neighboring zoning and uses**
  - Aligns with City Comprehensive Plan Conceptual Future Land Use Map (Fellers Project area identified as Medium Density Residential)**
  - No variances requested. Typical city standards will be utilized**

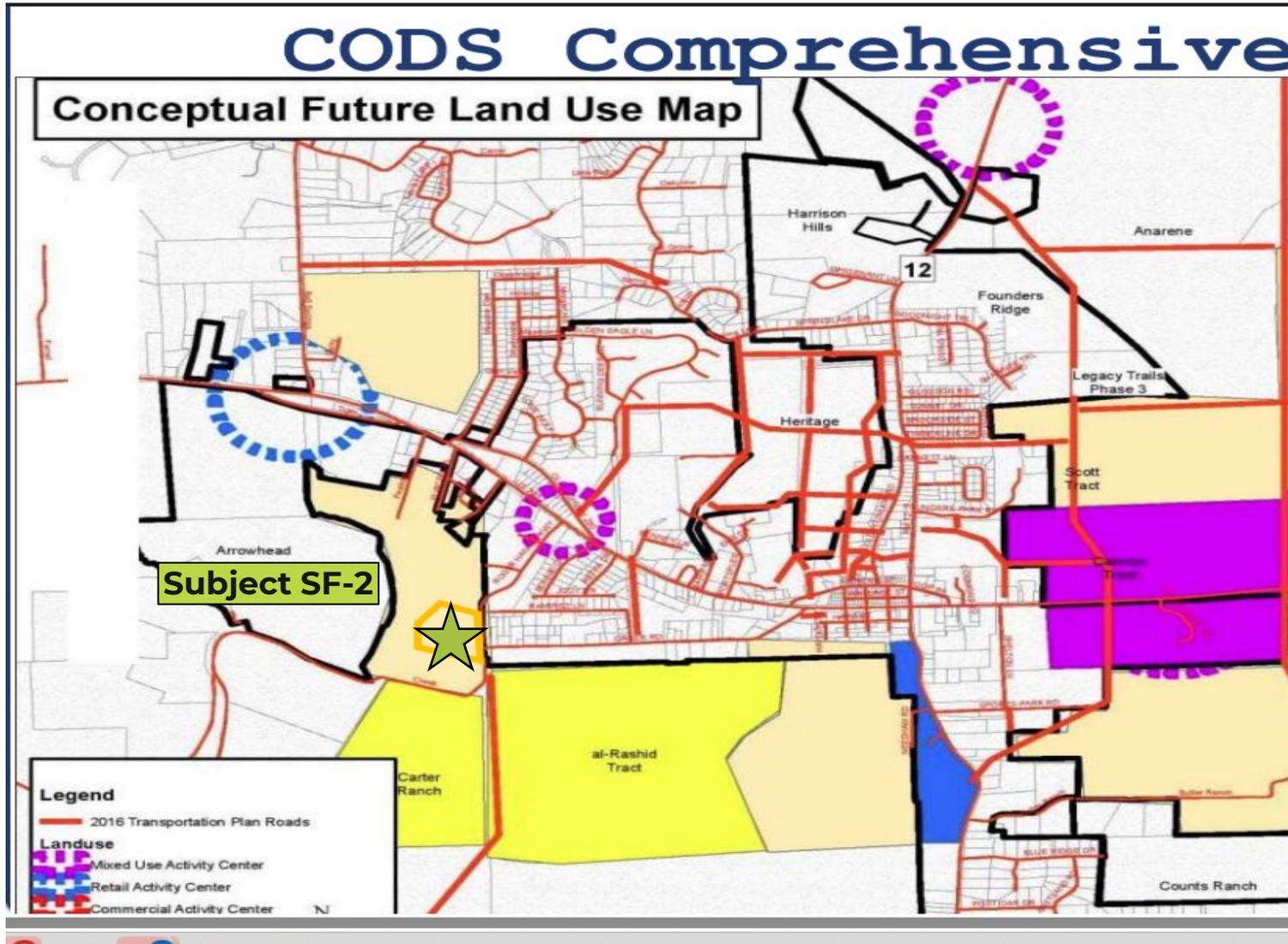
## ► Water and Wastewater

- Board of DSWSC approved the NSSA for water service on December 1, 2025
- Wastewater Reservation Agreement secured LUE's, as well as 3<sup>rd</sup> party easement required to service the homes

## ► Proposed Timeline

- Land Dev Start: **March-2027**
- Finished Lots: **July-2027**
- Home Construction Start: **July-2027**
- Grand Opening: **Feb-2028**

# Fellers Tract-FLUM & Comp Plan





# Large Lot Demand

- ▶ Large lots are in demand in Dripping Springs (lots greater than 10,000 sqft) have seen strong pricing and sales in subdivisions such as Caliterra and Headwaters.
- ▶ Supply of large lots in Dripping Springs is low, with Caliterra having an estimated 10 lots remaining in their current section, and only 21 in Headwaters
- ▶ Developing the Fellers Tract presents a new opportunity for home buyers desiring larger homes on larger lots
- ▶ Our planned 60' wide product on ½ acre lots will fill a high demand, low supply niche.
  - *Larger homes on larger lots have high sales values (\$900k), thereby increased the assessed value of the property from its current Ag exemption to over \$16M increase property tax revenues to the City of Dripping Springs.*

# Proposed Product Examples



## Square footages from 2950 – 4400 SF

PLAN NAME	SQ. FT.	# LVLS	# BRMS	BATH ROOMS
<b>Elysia</b>	<b>2958</b>	<b>1</b>	<b>4</b>	<b>3.5</b>
<b>Aurelia</b>	<b>3257</b>	<b>1</b>	<b>4</b>	<b>3.5</b>
<b>Altura</b>	<b>3627</b>	<b>2</b>	<b>4</b>	<b>3.5</b>
<b>Echelon</b>	<b>4114</b>	<b>2</b>	<b>4</b>	<b>4.5</b>
<b>Zenith</b>	<b>4400</b>	<b>2</b>	<b>5</b>	<b>4.5</b>

Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Planned Product Examples



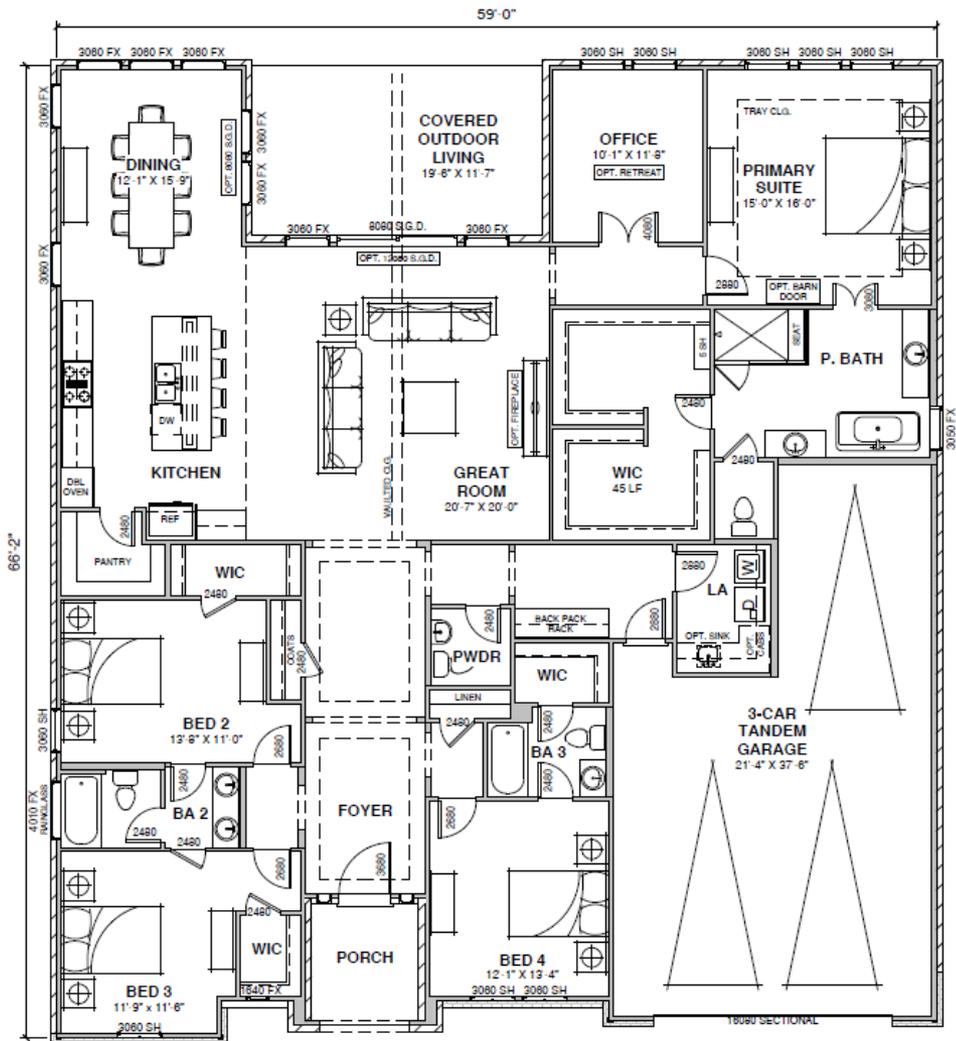
Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Planned Product Examples



Shown product examples are currently built in Houston, TX, and will be modified for the Dripping Springs Market

# Draft Floorplans – Single Story



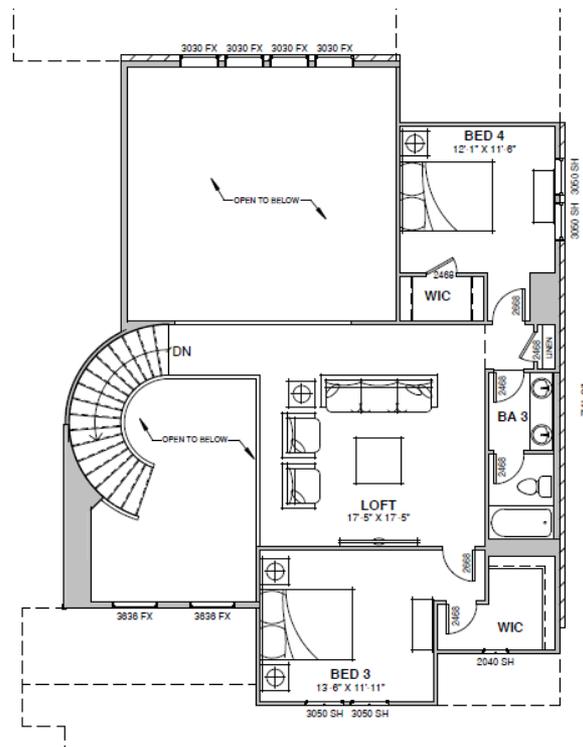
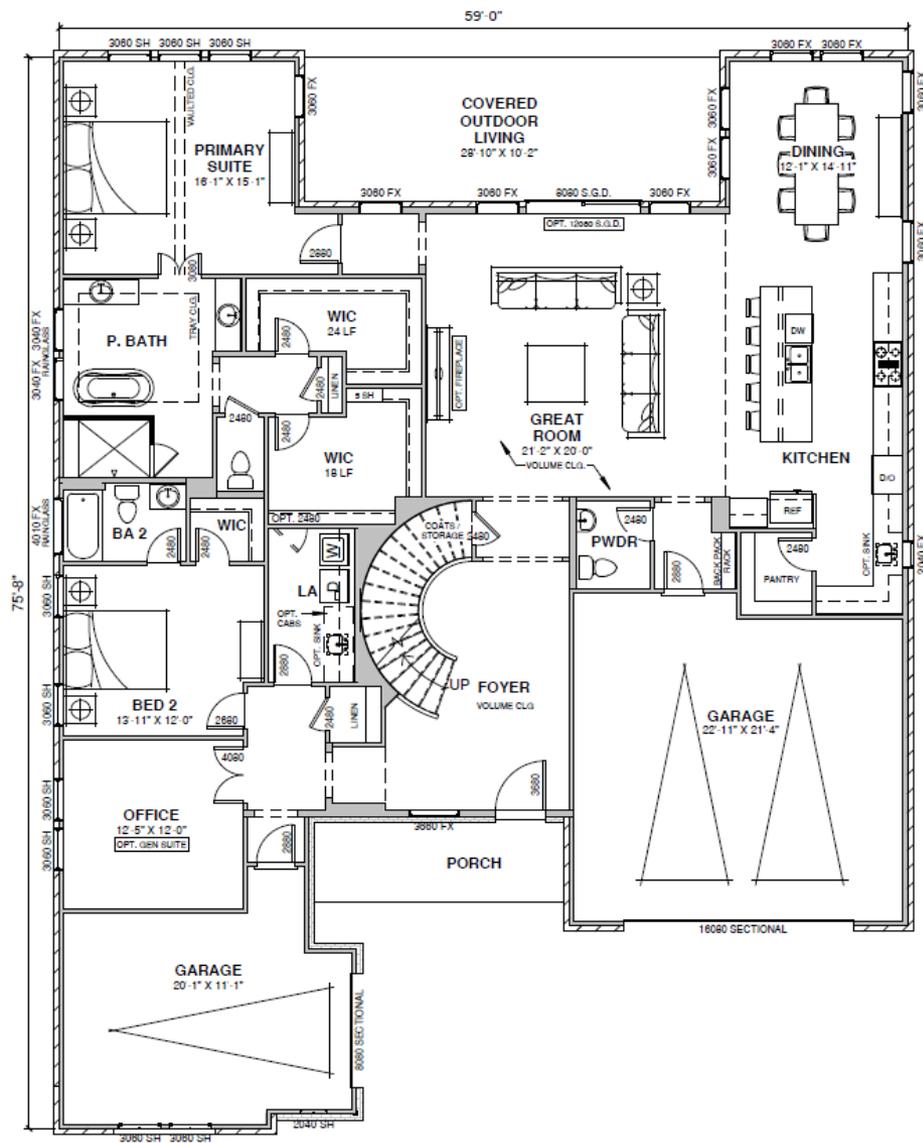
FIRST FLOOR PLAN

1/8" = 1'-0"

## ► Plan 1

- Single story
- Target of 2,900 square feet
- 4 bedrooms, 3.5 baths
- 3-car tandem garage

# Draft Floorplans – 2 Story



## ► Plan 3

- Two-story
- Target of 3,600 square feet, largest plan is ~4,400 SF
- 4 bedrooms, 3.5 baths
- 3-car garage
- Spiral staircase

# SF-2 Zoning Breakdown

- Current proposed land plan follows all City of Dripping Springs guidelines for SF-2 zoning which are outlined below, with **no variances requested.**

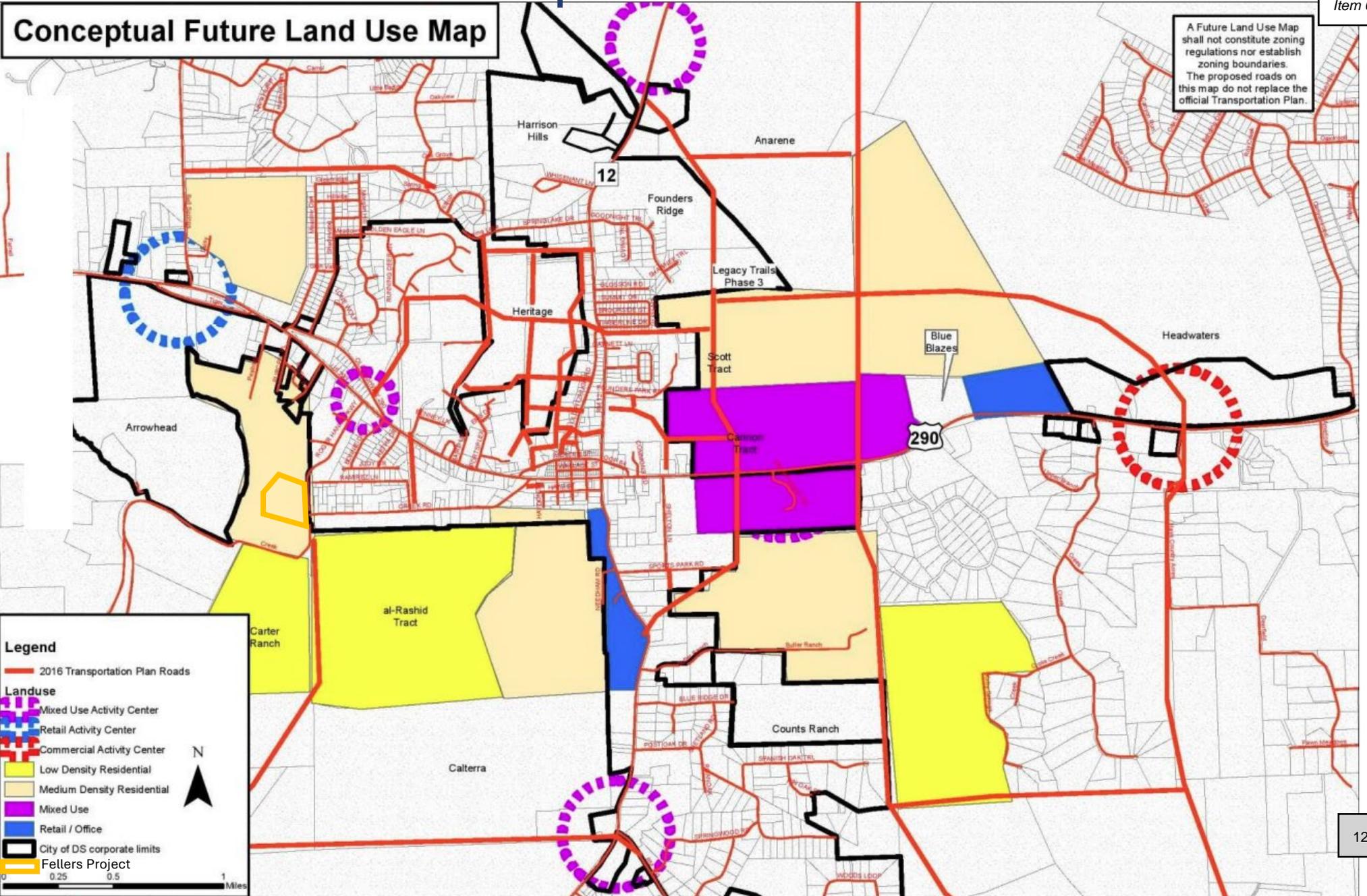
**Table 2: Dimensional Standards for Development**

<b>Lot Dimensions*</b>	
Minimum Area	0.50 Acres
<b>Site Standards</b>	
Maximum Height	40'
Maximum Height for Accessory Structures	25'
Impervious Cover Limits	40% Maximum
<b>Setbacks</b>	
Front	25'
Side	15'
Rear	25'
Roadway Buffer	35' for Arterials, 25' for Collectors

▶ Thank you

# Attachment 3 CODS Comprehensive Plan

Item 6.



The CODS Conceptual Future Land Use Map identifies the Fellers Project area as a Medium Density Residential Area



**City of Dripping Springs**

**Fellers Residential Project (ZA2025-002) Zoning Amendment Ordinance**

**ORDINANCE No. 2026-O##**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 14.06 ACRES FROM AGRICULTURAL (AG) DISTRICT TO MODERATE DENSITY RESIDENTIAL (SF-2) AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) seeks to promote orderly land use and development within the City; and

**WHEREAS,** the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully and shown in Attachment “A” and totaling approximately 14.06 acres, from Agricultural (AG) to Moderate Density Residential (SF-2); and

**WHEREAS,** the City Council recognizes changed conditions and circumstances in the particular location; and

**WHEREAS,** the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on January 27, 2026, to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS,** after public hearing held by the City Council on February 17, 2026, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

**WHEREAS,** pursuant to Texas Local Government 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 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

### **1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

### **2. ENACTMENT**

One tract of land totaling approximately 14.06 acres and described more fully and shown in Attachment “A”, is hereby rezoned Agricultural (AG) to Moderate Density Residential (SF-2).

### **3. REPEALER**

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

### **4. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### **5. CHANGE ON ZONING MAP**

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

### **6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

### **7. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

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

ATTEST:

\_\_\_\_\_  
Diana Boone, City Secretar



**From:** [Daniel Syptak](#)  
**To:** [Sara Varvarigos](#)  
**Cc:** [Planning](#)  
**Subject:** Re: Rezoning Case ZA2025-002  
**Date:** Monday, February 9, 2026 6:51:44 PM  
**Attachments:** [image002.png](#)

---

Hi Sara,

I would like to retract my rezone / annexation denial request. Tri-point reached out and has provided satisfactory evidence they do not intend to increase density beyond what was already planned and shared. That was our main concern. I believe the homes they plan on building will be a style benefiting of the community.

Please let Tory and whoever else is relevant, that we do not oppose Tri Point building their planned 18 home development.

Kind regards,  
Daniel

On Fri, Jan 23, 2026 at 9:03 AM Sara Varvarigos <[SVarvarigos@cityofdrippingsprings.com](mailto:SVarvarigos@cityofdrippingsprings.com)> wrote:

Hello Mr. Syptak,

Thank you for reaching out to the City of Dripping Springs regarding the rezoning request for ZA2025-002.

Please see our answers to your questions below in green text.

Best regards,



**Sara Varvarigos**  
AICP  
Senior Planner

[svarvarigos@cityofdrippingsprings.com](mailto:svarvarigos@cityofdrippingsprings.com)  
512.858.4725 City Hall

661 West Highway 290 • PO Box 384  
Dripping Springs, TX 78620

[cityofdrippingsprings.com](http://cityofdrippingsprings.com)

**FRAUD ALERT:** Several applicants have reported receiving fraudulent payment requests from individuals posing as City employees. Any invoice or request for payment from the City of Dripping Springs will not require a specific form of payment. If you receive a request for payment or invoice from an unknown source, or a request for payment or invoice appears fraudulent, please call Shawn Cox at (512) 858-4725. You can also reach out directly to the staff person who has been assisting you with your project or event. Payments are always accepted by mail to P.O. Box 384, Dripping Springs, TX 78620.

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**From:** Daniel Syptak [REDACTED]  
**Sent:** Friday, January 23, 2026 5:57 AM  
**To:** Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>  
**Subject:** Rezoning Case ZA2025-002

Hello,

My family and I own the property adjacent to the property of 1604 Creek Rd. I saw the sign posted that said it is being reviewed for zoning change, and had a couple questions.

- 1) Will rezoning that property change my own lot's zoning? I am at 153 Lidgetop Ln – **Your property will remain in the ETJ and will not be affected by any zoning changes.**
- 2) I see on the website packet posted, that the change from Ag to Sf-2 would occur upon annexation into city limits. Would a rezone approval initiate/cause the annexation, and would that annexation into city limits incorporate our lot as well? **The annexation approval will initiate the zoning of the site. Your lot will not be annexed or zoned.**
- 3) Are there any site plan, concept plan, utility/water/wastewater plans available I can see? **You may download the Agenda packet for the Planning and Zoning Commission meeting on January 27, 2026 from [our website](#) – you may find the current preliminary concept plan and utility information within the Agenda Packet.**
- 4) I plan on attending the hearing on the 27th. Does the opportunity for community/public comment happen before or after the applicant's presentation? **There will be a public hearing after the applicant's presentation and the staff presentation, during which time members of the public will have the opportunity to share their comments about the requested zoning amendment.**

As I understand it, the rezoning from ag to SF-2 would make way for Tri Point to significantly increase the number of homes they can build, which would greatly erode the character of Creek Rd and the surrounding community. As such, I formally want to submit my request that the city deny this rezone request, as well as the annexation of this property into city limits. Thank you. **Your feedback is noted.**

Kind regards,

Daniel

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**Daniel Syptak**

c: (972) 822-8144

e: [REDACTED]

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**Daniel Syptak**

c: (972) 822-8144

e: [REDACTED]

**Sara Varvarigos**

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**From:** Planning  
**Subject:** Records Request | ZA2025-002 (Creek Road zoning change to SF-2)

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**From:** Dade Shields <[REDACTED]>  
**Sent:** Thursday, January 8, 2026 10:13 PM  
**To:** Planning <[planning@cityofdrippingsprings.com](mailto:planning@cityofdrippingsprings.com)>  
**Subject:** Records Request | ZA2025-002 (Creek Road zoning change to SF-2)

Hello Planning & Development Department,

My name is Dade Shields, and my family and are moving immediately next door to the property involved in Case ZA2025-002.

I'm writing to submit public comment and to request the full application materials. I'm concerned about the proposed zoning change to SF-2 because it appears to increase allowable residential density and would further erode the rural, low-density character of Creek Road.

Could you please provide me with the following:

1. The current zoning designation of the subject tract and the proposed zoning (SF-2).
2. The total acreage of the tract being considered under ZA2025-002.
3. A clear "before vs. after" density comparison, including:
  - minimum lot size requirements,
  - the maximum number of lots/homes that could be created under current zoning vs SF-2
4. site plan, concept plan, utility/water/wastewater plans, tree/impervious cover etc.
5. Confirmation of the public hearing schedule

I plan to attend the hearings, and I respectfully request that the City deny this rezoning or require a lower-density alternative that better matches the existing Creek Road pattern and preserves the area's country character.

Thank you for your time and help. Please let me know the best way to access the full packet.

Sincerely,  
Dade Shields



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

**Submitted By:** Johnna Krantz, Community Events Coordinator

**Council Meeting Date:** February 17, 2026

**Agenda Item Wording:** **Discussion and possible action on a Special Event Permit application submitted by Evilhawk Entertainment for Swampy Tonk: Mudbugs & Music event on March 28, 2026, and a Temporary Road Closure Permit application for portions of Hays Street and South College Street for the event beginning March 27, 2026. Sponsor: Council Member Sherrie Parks**

**Agenda Item Requestor:** Ian Evilsizor, Evilhawk Entertainment

**Summary/Background:** Evilhawk Entertainment is planning a single-day concert and crawfish festival to be hosted March 28, 2026 at Pig Pen BBQ in Dripping Springs, Texas. Event organizers have requested a Temporary Road Closure Permit for a portion of Hays Street between S Bluff Street and S College Street, and a portion of S College Street between US 290 and Hays Street. The event will include food, beverage, and merch sales, as well as family-friendly activities.

Road Closures would begin at 12:00 Noon on Friday, March 27, 2026. All roads would reopen at 5:00 AM on Sunday, March 29, 2026 or when Hays County Officers deem it safe to do so. Property owners within 500ft of the event have been notified of this application by mail prior to this meeting.

Attendance for this event will be capped at 1,000. Event organizers have secured permission for parking on nearby property owned by First Baptist Church of Dripping Springs, including paved lots and the grassy field south of Hays Street. Event organizers are working toward arrangements with another property owner in the area for additional parking.

To date, two property owners have contacted City Staff with concerns about this event. Their concerns have been resolved and they have no objections.

**Staff Recommendation:** Staff recommends approval of the Special Event Permit once the event organizer secures legal parking for approximately 400 attendee vehicles.

Event organizers have submitted an updated Traffic Control Plan for which is under currently review by the City Engineer. Staff recommends approval of the Temporary Road Closure Permit contingent on approval by the City Engineer.

Alternatively, if any issues have not yet been resolved by the February 17 meeting, Council could choose to postpone the item until March 3, 2026.

**Attachments:**

- 2026 – Evilhawk Special Event Application for Swampy Tonk
- 2026 – Swampy Tonk Site Plan and Traffic Map
- Evilhawk Entertainment letter to residents – FINAL.pdf
- Neighborhood Notification Map – Swampy Tonk.pdf
- Permission from First Baptist Church for Parking
- Swampy Tonk – Run of Show Schedule.doc
- 2026 Evilhawk Event Management Plan.pdf
- Operational Permit Fire Inspection Request for Swampy Tonk.pdf
- 2026 – Evilhawk Road Closure Application.pdf
- 2026 – Evilhawk Entertainment COI.pdf

**Next Steps/Schedule:**

1. Notify the Applicant of Council decision.
2. If approved:
  - a. Issue the Special Event Permit.
  - b. Issue the Temporary Road Closure Permit.
  - c. Notify the public.



Date Received: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
 Date Complete: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_  
 Conditions: \_\_\_\_\_  
 \_\_\_\_\_

Name of Event: SWAMPY TONIC - Mudbates & Music  
 Contact Name: IAN EVILSIZOR Phone Number: 614-653-1421

**PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS CHECKLIST:**

- Site Plan
- Sound Control Plan
- Maintenance and Clean Up Plan
- Monitoring and Security Plan
- Neighborhood Notification Letter and Documentation of Notification
- Refundable Deposit
- Certificate of Liability Insurance
- Licensing

**Additional Permits If Applicable:**

- Street Closure Permit - \$250+
- Itinerant Vendor Permit - \$35 - \$70 per Vendor
- Special Event Food Vendor Permit - \$30 - \$150 per Vendor
- Facility Rental Application - Various Fees
- Commercial Activity in DS Parks - \$30-\$800

PERMIT FOR SPECIAL EVENT WITHIN CITY LIMITS

Item 7.

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

Name of the Event: Swampy Tank - Muddys Music Estimated Attendance: CAP 1000  
 Summary of Event: CONCERT AND CRAWFISH COMPETITION  
 Location: PIG PEN BSA - DRIPPING SPRINGS  
 Date(s) of Event: MARCH 28 2020

Start Time: 12:00 pm End Time: 10:00 pm Set Up Begins: 8:00 am Clean Up Begins: 10:00 pm

	<u>Applicant</u>	<u>Property Owner</u>
Name:	<u>IAN EVILSIZEN</u>	<u>William Warren</u>
Entity (if applicable):	<u>EVILHAWK ENTERTAINMENT</u>	<u>PIG PEN BSA</u>
Mailing Address:	<u>3182 R.R 12 Suite A</u>	<u>301 US 290</u>
Phone:	<u>614-653-1431</u>	
Email:	<u><del>EVILSIZEN</del> EVILHAWKENTERTAINMENT@comcast.com</u>	

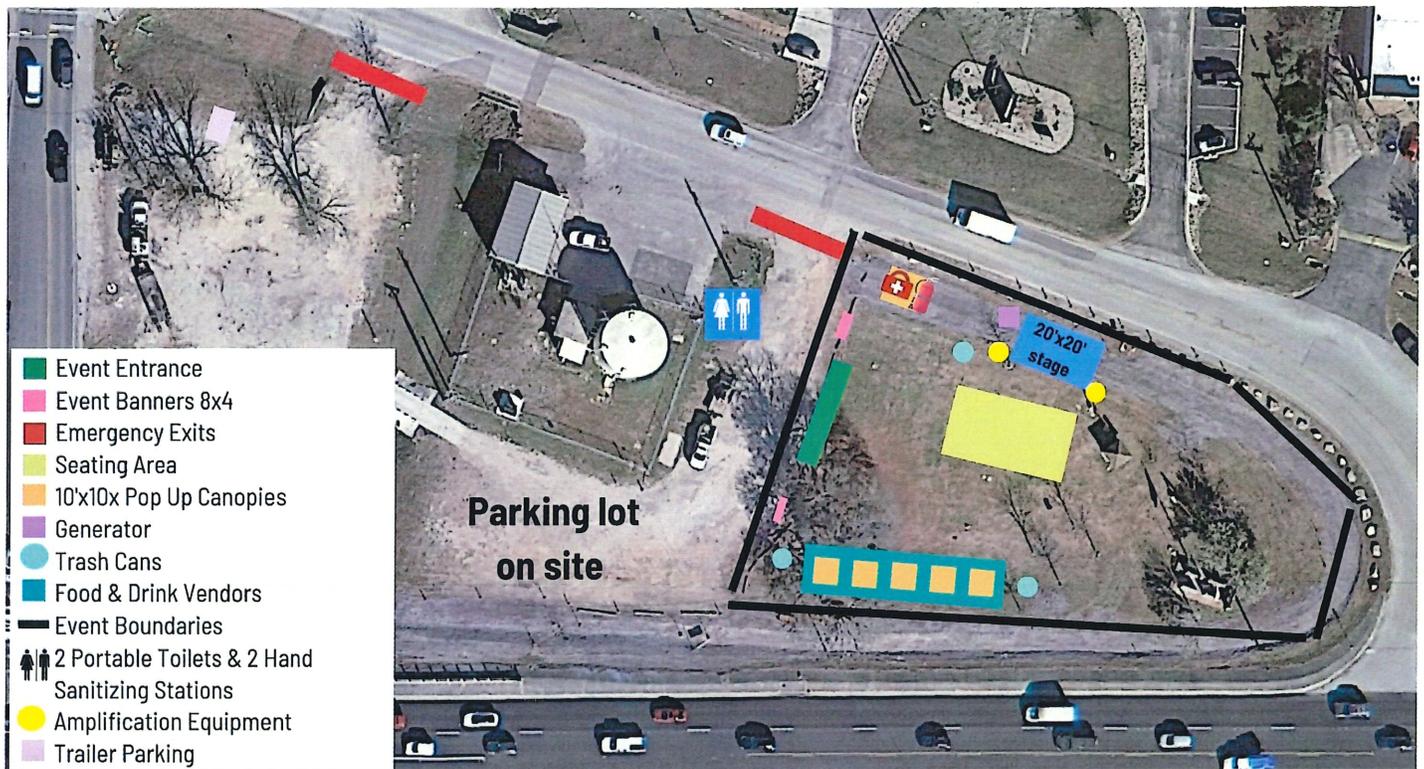
All actual events must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's  
 Signature: [Signature] Date: 1-15-20

Property Owner's  
 Signature: [Signature] Date: 1-29-20

APPLICATION CONTINUED ON NEXT PAGE →

Cg Baeten  
City Pastor  
First Baptist Church - Dripping Springs  
1/29/20



2) Monitoring and security:

- i. **Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.**
- ii. Include at a minimum the names, placement, duties, and authority of personnel.
- iii. Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
- iv. Provide contacts for nearby occupants and owners.

3) Sound Control

- i. **Provide workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.**
- ii. Abide by the plans and control excessive noise which occurs despite the plan.
- iii. All noise associated with the event shall cease by 10:00 p.m.
- iv. Provide voice and music amplification schedule, including start and finish times as well as any sound check times.

*Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce*

activities causing the noise. Also, the City of Dripping Springs may order an event to cease because it may incite a crowd to become unruly and risks injury.

4) Maintenance and Clean Up

- i. Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.
- ii. Include at a minimum the names, placement, duties, and authority of personnel

WE ARE WORKING w/ DSHS TO SECURE VOLUNTEERS FOR THE EVENT.

5) Neighborhood Notification – Required for all Special Events

- i. Include a drafted Notification Letter with the permit application. Upon review of the application, delivery of letter will be based on the impact of your event.
  - Contact persons owning and occupying property within 200 feet of the event site and provide neighbors with Special Event contact information: name, telephone numbers (including a phone number that will be available and operating during the event) and hours of special event operation.
  - Provide a list of addresses that were notified and attach it to the permit application.

6) Bond: Provide a bond or other acceptable security deposit of \$200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors of attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.

7) Proof of Insurance: Provide proof that insurance has been obtained to cover this event. If the event is on City Property the insurance policy must name the City of Dripping Springs as additional insured.

WILL ITEMS (MERCHANDISE, FOOD AND/OR DRINKS) BE SOLD AT THIS EVENT?

YES  NO

WILL YOUR EVENT REQUIRE STREET CLOSURE?

YES  NO

## Run of Show — Crawfish Boil & Concert

**Promoter:** E&G Enterprises + EvilHawk Entertainment

**Dates:**

**Build Day:** Friday, March 27, 2026

**Event Day:** Saturday, March 28, 2026

### Friday, March 27, 2026 — Build Day

Time (window)	Task	Owner	Notes
10:00 AM	Production meeting	Promoters / Site / Venue	Review site map, load-in order, weather, safety plan, site walk, signage
10:30 AM	Confirm sponsor banners on-site	Site Manager	Inventory all sponsor banners
11:00 AM	Stage delivery & setup	Waterloo Staging / Show Gear Systems	Spot, level, secure stage; install banners, stage lighting, site lighting towers
12:00 PM	Fencing & generator install	Roadway Productions / Show Gear Systems	Perimeter fencing, generator placement, mark site per map (contestant area, bars, food, merch)
12:30 PM	Staff lunch	Ops	—
2:00 PM	Tables, chairs & catering setup	Adam's Canopies / Caterer / Ops	GA & VIP tables, linens, food caterer setup
3:00 PM	Bar, entrance & merch setup	Venue / Caterer / Ops	Bar tents, entrance tents, venue food trailer, merch area
4:00 PM	Portable restroom delivery	Restroom Vendor	Verify placement per site map
5:00 PM	Staff dinner	Ops	—
6:00 PM	Lighting programming	Show Gear Systems	—
6:30 PM	Final production meeting	Promoters / Site / Venue / Security	Fire Marshal conformity, security plan, emergency plan, site lighting, final site walk

Time (window)	Task	Owner	Notes
7:00 PM	Overnight security in place	Security	Event staff adjustments as needed
7:30 PM	Staff off-site	Ops	Site secured overnight

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## Saturday, March 28, 2026 — Event Day

**Gates:** 1:30 PM

**Hard Cut:** 10:00 PM

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### Morning & Load-Ins

Time	Task	Owner	Notes
8:30 AM	Production meeting	Promoters / Site / Venue / Security	Introductions, chain of command, radios, emergency & security plan
10:00 AM	Production arrival / sponsor signage	Production / Ops	FOH, stage, sponsor signage
10:30–11:15 AM	Headliner load-in & soundcheck (Uncle Lucius)	Artist / Production	—
10:30 AM	Contestant load-in	Ops	Front gate setup, bars setup
12:00–1:30 PM	Adam Hood load-in & soundcheck	Artist / Production	Site fully ready
12:30 PM	Staff lunch	Ops	—

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### Public Hours & Programming

Time	Task	Owner	Notes
1:30 PM	Gates open	Box Office / Ops	Wristbands, ID check; bars & food open
1:30 PM	Medical on-site	Medical	—
1:40 PM	Opening announcements	MC / Ops	Welcome, safety notes, sponsors, contests

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## Music

Time	Activity	Owner	Notes
1:45–2:15 PM	Shane's Cousin	Production	15-minute changeover after
2:30–3:00 PM	Noah Derrick	Production	15-minute changeover after
3:15–3:45 PM	Logan Papp	Production	15-minute changeover after
3:45–4:15 PM	The Cunningham Sisters	Production	30-minute changeover after
4:45–5:45 PM	Curtis Grimes	Production	—
6:15–7:45 PM	Adam Hood	Production	30-minute changeover after
8:15–9:45 PM	Uncle Lucius	Production	Closing announcements

## Crawfish Boil & Contests

Time	Activity	Owner	Notes
3:00 PM	Crawfish boil starts	Culinary Lead	Announce first trays
4:15–4:35 PM	Beer Hold Contest	MC / Ops	On main stage
4:45 PM	Crawfish done / turn-in	Culinary	—
5:00 PM	Crawfish judging	Judges	—
5:45 PM	Crawfish winners announced	MC / Ops	—
5:45–6:10 PM	Cornhole contest	Ops	Site-side play

## Strike & Load-Out

Time	Task	Owner	Notes
10:00 PM	Hard cut / artist load-out	Artists / Production	—
10:30 PM	Contestant load-out	Ops	—
10:30 PM	Security & medical depart	Security / Medical	—

<b>Time</b>	<b>Task</b>	<b>Owner</b>	<b>Notes</b>
10:30–12:00 AM	Vendor strike & trash sweep	Vendors / Ops	Food waste & grease per code
11:00–12:30 AM	Production strike	Production	Audio, lights, FOH
11:00–12:30 AM	Fencing pull (partial)	Fencing	Maintain perimeter until crowd clear
12:30 AM	Final walkthrough & lock	Ops / Security	Lost & found, incident & damage report



Application for a

**TEMPORARY ROAD CLOSURE PERMIT**

Applicant Name/Organization: EVILHAWK ENTERTAINMENT / PIG PEN BBQ

Contact Person: IAN EVILSZOR

Address: 31892 RANCH ROAD 12 Suite A

City: Dripping Springs State: TX Zip Code 78620

Phone Numbers: Office 614-653-1431 Cell: 614-653-1431

Email Address: EVILHAWKENTERTAINMENT@GMAIL.COM

Street(s) to be Closed  
COLLEGE ST / HAYS ST.

From 290 To HAYS  
(intersection/block) (intersection/block)

From HAYS / COLLEGE To HAYS / Bluff  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:  
From 12:00 am/pm on 3/27/26 to 5:00 am/pm on 3/29/26

Reason for Closing Concert

[Type text]

[Type text]

[Type text]

Item 7.

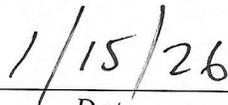
### **STREET CLOSURE SUBMITTAL REQUIREMENTS**

1. Temporary Street Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sherriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Permit Fee of \$250.00
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council

NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of \$100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

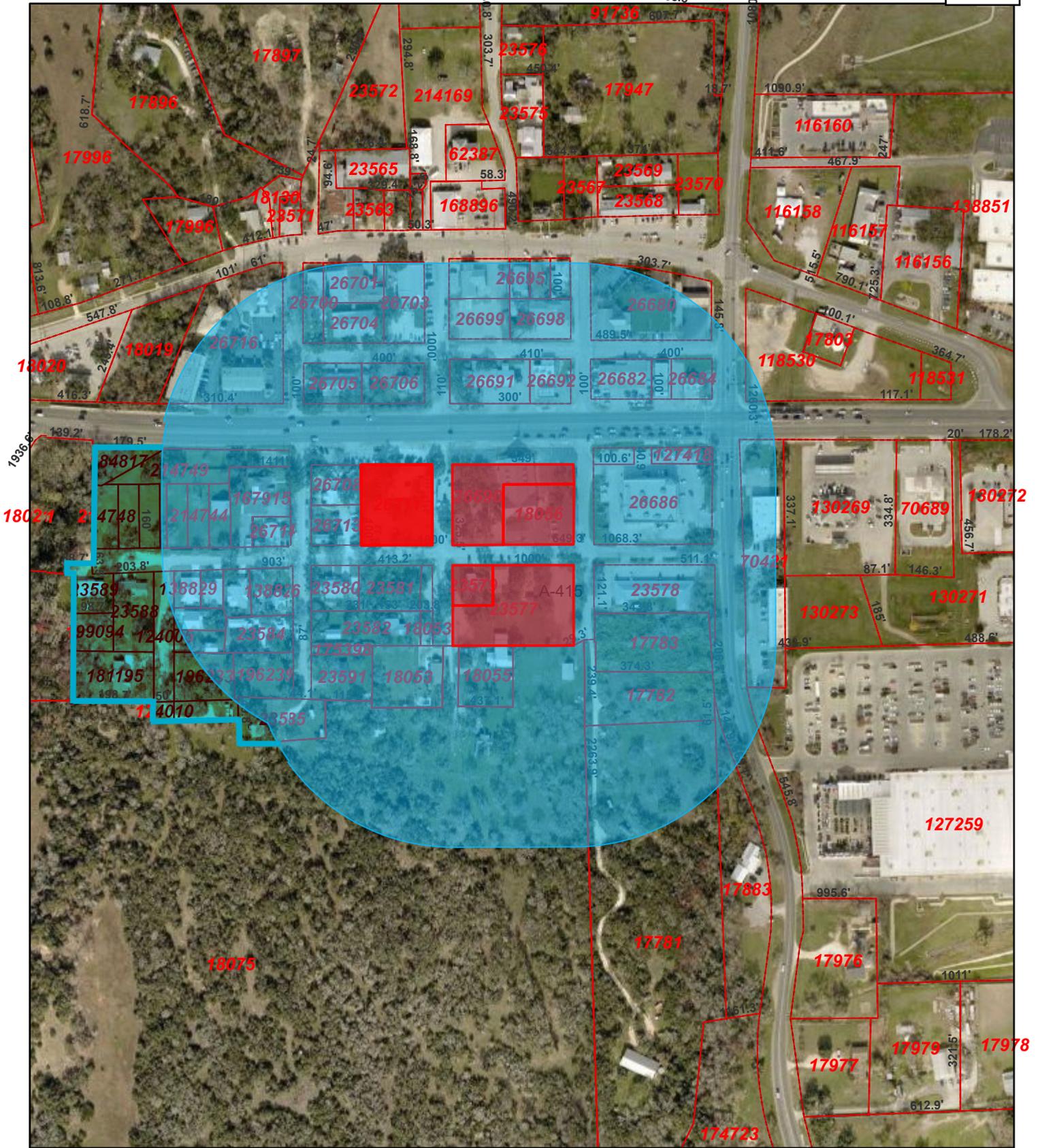
*By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

  
\_\_\_\_\_  
*Applicant Signature*

  
\_\_\_\_\_  
*Date*

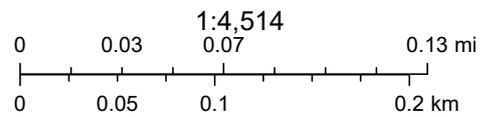
# Special Event 500 ft Property Owner Map

Item 7.



1/22/2026, 4:29:23 PM

- Override 1
- Parcels
- Abstracts
- Lot Lines



© OpenStreetMap (and) contributors, CC-BY-SA



# CITY OF DRIPPING SPRINGS OPERATIONAL PERMIT/INSPECTION REQUEST

THE CITY OF DRIPPING SPRINGS BUILDING DEPARTMENT PROCESSES ALL PERMITS & PLAN REVIEW FOR FIRE PROJECTS  
INSPECTIONS ARE CONDUCTED BY THE NORTH HAYS COUNTY FIRE & RESCUE / E.S.D # 6



Item 7.

Application must be completed in full. Failure to provide any of the information may result in a delay of the plan review and the rejection of the application. This application is for permit issuance only. A permit will be issued upon the review and approval of plans for which the application is intended. Plan review fees and inspection/test costs will be determined by the plan reviewers.

### PROJECT INFORMATION

Project Name SWAMPY TONK - Mudbugs & Music (PIG PEN BBQ)  
 Project Address 301 US 290 DRIPPING SPRINGS TX 78620  
Street Address Suite No.

### COMPANY/APPLICANT INFORMATION

Company Name EVILHAWK ENTERTAINMENT Number 614-653-1431  
 Company Address 31852 RANCH ROAD 12 SUITE A  
 Company Contact: IAN EVILSIZOR Email: EVILHAWKENTERTAINMENT@GMAIL.COM

### OPERATIONAL PERMIT TYPE/INSPECTION REQUEST

- |  |   |
|--|---|
| <input type="checkbox"/> HYDRANT FLOW TEST<br><input type="checkbox"/> MASS GATHERING > 4,000 PEOPLE<br><input type="checkbox"/> *COMMERCIAL PROPANE INFORMATION<br><input type="checkbox"/> FOSTER CARE/ADOPTION INSPECTION<br><input type="checkbox"/> HEALTH CARE/ASSISTED LIVING INSPECTION<br><input type="checkbox"/> FIRE WATCH<br><input type="checkbox"/> ANNUAL INSPECTION | <input type="checkbox"/> *ABOVE/UNDERGROUND STORAGE TANK<br><input type="checkbox"/> *ALTERNATIVE FIRE SUPPRESSION SYSTEM<br><input type="checkbox"/> FIREWORKS STAND<br><input type="checkbox"/> DAYCARE ANNUAL INSPECTION TEMPORARY<br><input type="checkbox"/> STRUCTURES<br><input type="checkbox"/> ACCESS GATE<br><input type="checkbox"/> OTHER: _____ |
|--|---|

**SUBMIT ONLINE ONLY @ MGOCONNECT.ORG**

\*PLANS/SPECS REQUIRED WITH APPLICATION\*

- **REQUIRED DOCUMENTS:**  
 \*1 PDF set of Fire Protection Systems plans must be submitted with this completed plan review application ONLINE VIA:  
[www.mgoconnect.org](http://www.mgoconnect.org)
- Please allow a minimum of two (2) weeks for the North Hays County Fire Rescue review process.
- Project invoices will be sent via mgoconnect.org & posted in the project file on the customer portal – Company Contact will be notified after application/inspection request has been accepted.
- Contact person will be notified by the fire inspector with NORTH HAYS COUNTY FIRE & RESCUE / E.S.D # 6 to schedule inspection. Include email address to be notified via email. Failure to obtain a permit prior to beginning work on a system and/or failure to provide the plans and permit for the field inspector may result in a failed inspection and civil penalties assessed.
- By signing below, I hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to North Hays County Fire Rescue to see to it that all provisions of the permit are faithfully performed. Authorization is hereby given to North Hays County Fire Rescue and/or their designee, to enter upon the above-described property for the purpose of inspections of proposed construction. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.

IAN EVILSIZOR  1/15/20  
 Printed Name of Applicant Signature of Applicant Date

**Ian Evilsizor**

Evilhawk Entertainment  
 31892 Ranch Road 12, Suite A  
 Dripping Springs, TX 78620

January 28, 2026

Re: Notice of Application for a Temporary Street Closure and Special Event Permit for Swampy Tonk:  
 Mudbugs & Music on March 28, 2026, at 301 W US Hwy 290, Dripping Springs, TX, 78620

**Dear Neighbor,**

We are reaching out to inform you of our proposal for an upcoming community event to take place at **Pig Pen BBQ, located at 301 W US Hwy 290, on Saturday, March 28, 2026, from 3:00 PM to 10:00 PM.**

**Swampy Tonk: Mudbugs & Music** is a one-day outdoor music and crawfish festival featuring **live performances** by national and local artists, including *Curtis Grimes, Adam Hood, Uncle Lucius, The Cunningham Sisters, Logan Papp, and Noah Derrick*. The event will include food and beverage vendors and family-friendly activities. For the safety of our performers and the public, we are proposing a temporary street closure for a portion of Hays Street between S Bluff and S College Streets, and a portion of S College Street between Hays Street and W US 290 beginning at 12:00pm on March 27, 2026, and ending at 5am on, March 29, 2026. Per the City's Special Event Guidelines, we are notifying neighbors within 500 feet of the event.

By City ordinance, our temporary road closure and amplified sound must be approved by the City of Dripping Springs City Council. A public hearing on our temporary street closure and special event permit application will be held at the City Council meeting on Tuesday, February 17, 2026, at 6:00 PM, at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, TX 78620. Comments regarding the application may be emailed to [City Administrator Michelle Fischer at mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com) or mailed to PO Box 384, Dripping Springs, TX 78620. For more information call City Hall at (512) 858-4725.

We are working closely with the **City of Dripping Springs** and **law enforcement** to ensure a smooth, respectful, and safe event for both guests and surrounding residents. Sound checks and volume levels will be monitored throughout the show to remain within local ordinances, and we will have on-site security and parking coordination throughout the day.

We greatly appreciate your understanding and support as we aim to bring positive, community-driven events to Dripping Springs. If you have any questions or concerns about the proposed event, please don't hesitate to contact us directly.

Thank you for being a part of what makes this community so special.

Warm regards,

**Ian Evilsizor**

Co-Promoter, Evilhawk Entertainment

 614-653-1431

 [evilhawkentertainment@gmail.com](mailto:evilhawkentertainment@gmail.com)

Received

FEB 02 2026

City of Dripping Springs



Dear Bill,

This letter is to confirm that Pig Pen may utilize our parking areas (free of charge) for your event on Saturday, March 28, 2026. We hope that it is a great day for the Dripping Springs community and Pig Pen.

Please let me know if you have any questions.

Sincerely,

Clay Barton  
Senior Pastor

*Grace and peace,*  
Clay Barton  
Senior Pastor  
First Baptist Church  
Dripping Springs, Tx  
(512) 364-8385  
[www.fbcds.com](http://www.fbcds.com)



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

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**Submitted By:** Johnna Krantz, Community Events Coordinator

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**Council Meeting Date:** February 17, 2026

**Agenda Item Wording:** **Discussion and possible action to approve a Temporary Road Closure Permit requested by the Founders Day Committee to close portions of Mercer Street, Wallace Street, Bluff Street, College Street, San Marcos Street, and Old Fitzhugh Road from April 23 to April 26, 2026 for the 2026 Founders Day Festival. Sponsor: Council Member Sherrie Parks**

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

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**Summary/Background:** The annual Founders Day Festival is scheduled for April 24-26, 2026. The overall festival footprint will be shifting so that; Carnival will take place entirely on DSISD property at 510 Mercer Street and 300 Sportsplex Drive, and; there will be no vendor booths down the center of Mercer Street, and; the Founders Day Parade on Friday, April 24 will follow a new route on foot through downtown City streets only, does not include access to US 290, and does not require an Agreement for Lane Closure with TxDOT.

The 2026 Traffic Control Plan has been prepared to promote public safety in downtown Dripping Springs during the annual Founders Day Festival, and is based on previously successful plans utilized by the City for this event. Road Closure will begin at 5pm on Thursday, April 23 on Mercer Street from Bluff to US 290. On Friday, April 24 at 12pm the City will close Mercer Street and Wallace Street from Bluff to RR12; Bluff Street, College Street, and San Marcos Street from US 290 to Mercer Street; and Old Fitzhugh Road will be closed to through traffic. All roads will reopen after the conclusion of the event on Sunday, April 26, 2026 once Emergency Management deems it safe to do so.

In 2026, additional traffic barricades will be stationed at the east intersection of Mercer Street and US 290; traffic barricades and additional fencing will be placed around the new carnival area at DSISD; and barricades surrounding the Stephenson Building construction area will be reinforced.

**Committee Recommendation:** FDC Recommends Approval of the 2026 Traffic Control Plan with an adjustment to move the barricade behind the Masonic Lodge west closer to the Stephenson building.

- Attachments:**
- 2026 Founders Day\_TCP\_2026-01-30
  - 2026 Founders Day Road Closure Application

**Next Steps/Schedule:**

1. Share the plan with Hays Council Law Enforcement, Emergency Services, DSISD, and other partners.
2. FDC will continue coordinating with staff, equipment vendors, event participants, local businesses, and the general public to execute the event safely.
3. Staff will notify businesses and residents of Road Closure leading up to the event.



Received on/by:

Date, initials

### Application for a TEMPORARY ROAD CLOSURE PERMIT

Applicant Name/Organization: Flanders Day Committee

Contact Person: Jeff Shindler, FDC chair

Address: 511 Mercer Street

City: Dripping Springs State: Texas Zip Code: 78620

Phone: 512-894-2400 Email Address: jshindler@tds-inc.net

Street(s) to be Closed Mercer Street

From Bluff Street To US 290  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:  
From 5:00 am on 4/23/26 to 9:00 am on 4/26/26

Street(s) to be Closed Bluff Street, College Street, San Marcos Street

From US 290 To Mercer Street  
(intersection/block) (intersection/block)

Street(s) to be Closed Wallace Street

From RR12 To Bluff Street  
(intersection/block) (intersection/block)

Street(s) to be Closed Old Fitzhugh Road

From Mercer Street To Stephenson Field  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:  
From 12:00 am on 4/24/26 to 9:00 am on 4/26/26

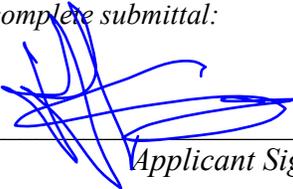
Reason for Closing public safety during Flanders Day Festival

**ROAD CLOSURE SUBMITTAL REQUIREMENTS**

1. Temporary Road Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sherriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Permit Fee of \$250.00.
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council

NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of \$100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

*By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

  
 \_\_\_\_\_  
*Applicant Signature*

2 / 4 / 26  
 \_\_\_\_\_  
*Date*

*Upon City Council Approval:*

\_\_\_\_\_  
*City Administrator Signature*

\_\_\_\_\_  
*Date*



**To: Mayor Bill Foulds Jr. & City Council**  
**From: Tory Carpenter, AICP – Planning Director**  
**Date: February 17, 2026**  
**RE: Resolution of Support for Sawyer Ranch Road Shared Use Path Project**

**I. Overview**

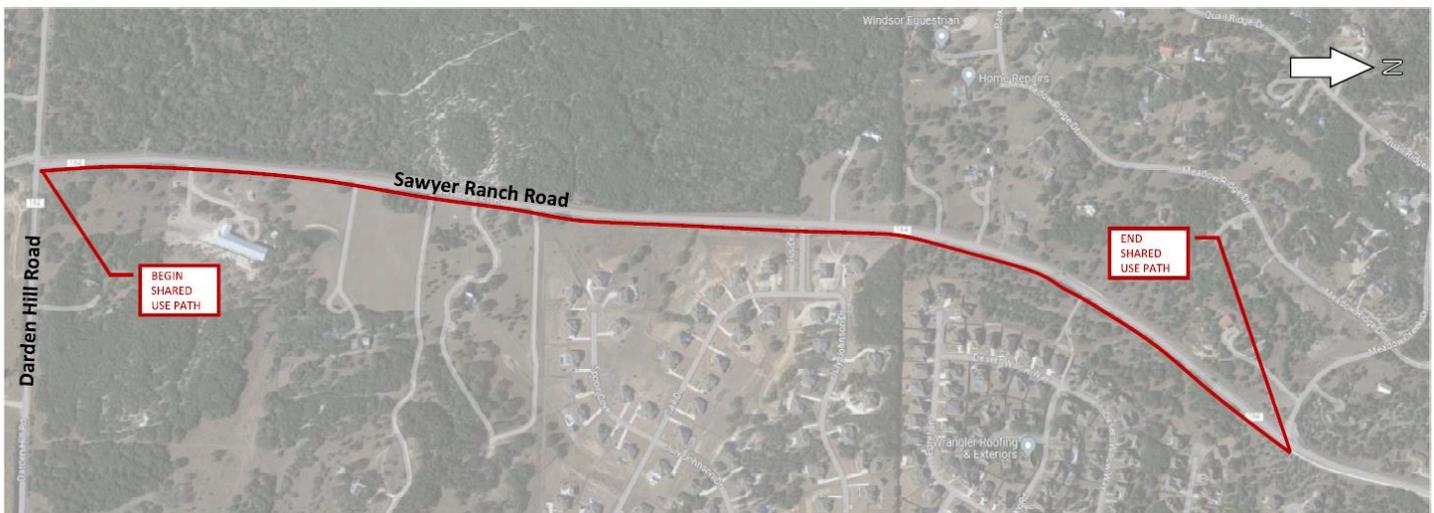
Hays County requests City Council approval of a resolution of support for the Sawyer Ranch Road Shared Use Path project. The resolution request is associated with the County’s grant application to the Capital Area Metropolitan Organization (CAMPO) for the 2026 Transportation Alternatives Set-Aside (TASA). If awarded, this grant would help fund construction of a pedestrian and bicycle connection on the east side of Sawyer Ranch Road, from Meadow Creek Drive to Darden Hill Road.

**II. Background**

The Sawyer Ranch Road Shared Use Path Extension is a proposed 1.3-mile, 10-foot-wide concrete path with ADA-compliant design features including retaining walls, handrails, and driveway regrading. The project will provide a continuous non-motorized route connecting existing shared use facilities and area schools, including Cypress Springs Elementary and Sycamore Springs Middle School.

This corridor lacks safe pedestrian and bicycle infrastructure. This project aligns with goals in the City's Transportation Master Plan and broader regional mobility efforts.

City Council approved a similar resolution of support for the TxDOT Transportation Alternatives Grant in 2025 which was ultimately not awarded.



### III. Key Project Details

- **Location:** East side of Sawyer Ranch Road (CR 164) between Meadow Creek Drive and Darden Hill Road (CR 162).
- **Scope:** Construction of 1.3-mile 10-foot shared use path, curb and drainage improvements, handrails, ADA upgrades.
- **Design:** Conceptual design is complete; project will be fully engineered following grant award.
- **Cost Estimate:** \$2.9 million total project cost
  - \$2,320,000 requested from CAMPO
  - \$ 580,000 committed local match from Hays County (20%)
- **Construction Timeline:** Construction is anticipated to begin October 2027, contingent on award.
- **City Financial Impact:** No monetary contribution or maintenance obligation is requested from the City of Dripping Springs.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2026-XXX**

A RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”) FOR THE GRANT APPLICATION TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) TRANSPORTATION ALTERNATIVE SET-ASIDE (TASA) PROGRAM FOR THE SAWYER RANCH ROAD PEDESTRIAN WALKWAY FROM MEADOW CREEK DRIVE TO DARDEN HILL ROAD AND SURROUNDING AREAS.

**WHEREAS**, the City of Dripping Springs is aware of the lack of pedestrian/cyclist trails or sidewalks on Sawyer Ranch Road from Meadow Creek Drive to Darden Hill Road (AREA); and

**WHEREAS**, in order to make the Area safe for pedestrians and cyclists, including all DSISD students, ADA (Americans with Disabilities) students, significant work must be done to create ADA pathway walkways; and

**WHEREAS**, funding from the CAMPO Transportation Alternative Set-Aside Program would afford the construction of several needed improvements within the Area that will tie to the existing Shared Use Path at Meadow Creek Drive and extend south to the Roundabout at Darden Hill Road. The extension of the Sawyer Ranch Road Pedestrian Walkway will assist in providing safer access to the area’s existing and planned school facilities on Sawyer Ranch Road and south of Darden Hill Road. It will be a critical non-motorized element in the transportation network serving the existing and future developments in this rapidly growing part of Hays County; and

**WHEREAS**, with the constant flow of commercial vehicles and cars, it is very challenging for students to traverse the Area without a safe route; and

**WHEREAS**, the City Council believes funding under the CAMPO Transportation Alternative Set-Aside Program for the improvement and enhancement of a shared pathway in the Area would provide safety for the City’s students and patrons alike.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:**

1. The Dripping Springs City Council supports the safe travel of all students and patrons of the City.
2. The Dripping Springs City Council supports submission of the application for funding under the CAMPO Transportation Alternative Set-Aside Program to create a shared pedestrian/cyclist pathway of various parts on the east side of Sawyer Ranch Road from Meadow Creek Drive to Darden Hill Road, and surrounding area.

3. The meeting at which this Resolution was passed was open to the public, and that the 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.

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Diana Boone, City Secretary



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78620**

**Submitted By:** Shawn Cox, Deputy City Administrator

**Council Meeting Date:** Tuesday, February 17, 2026

**Agenda Item Wording:** **Discuss and consider approval of Change Order #1 to the Construction Contract between the City of Dripping Springs and QA Construction Services, Inc. for the Stephenson Building and Parking Lot Project.**

**Agenda Item Sponsor:** Council Member Sherri Parks

**Summary/Background:**

In early November 2025, began working with QA Systems on the Audio Visuals Components of the Stephenson Building Project. This was not included in the original bid proposal because it was not a part of Architexas’ contract to design. The plan has always been to consider this separately, allowing us to better design a system for layout created.

We are requesting Council consider a change order with QA Construction, the contractor currently working on the project. QA Construction regularly utilizes QA Systems as a subcontractor, which is why a change order is being requested rather than a separate bid package. The choice to utilize QA Systems stems from their familiarity with the City’s systems at City Hall and DSRP. Similar equipment will allow for an easier expansion of use.

Based on a walkthrough of the site with Jason Weinstock (IT Director) and conversations with Lisa Sullivan (Communications Director) we asked QA Systems to design a system that would meet the basic needs of the facility but would allow for expansion from outside groups renting the facility. A copy of the proposal is attached for review. The cost breakdown for the change order is as follows and includes QA Constructions costs as well:

Scope	Pricing
- Materials/Products	\$120,490.36
- Labor	\$54,896.66
- Overhead & Profit	\$8,769.35
- Bonding	\$5,524.69
<b>Total Change Order Cost</b>	<b>\$189,681.06</b>

The change order anticipated utilizing a portion of the contingency budget, which is \$444,720.00. Prior to the start of the construction phase, the building had been partially demoed inside. This has allowed QA Construction a better view of any surprises that could arise. Reviewing the proposal and funding with Garret Osborne (Project Manager) and Chad Gilpin (City Engineer) we are confident we won’t need to utilize the full contingency budget. If a significant change to the project was needed, there is sufficient funding to cover these A/V costs from the 2025 Debt Issuance, without impacting future projects.

**Commission Recommendations:** N/A

**Recommended Council Actions:** The Deputy City Administrator recommends approval of requested Change Order with QA Construction for the installation of Audio-Visual Equipment by QA Systems.

- Attachments:**
- QA Systems Proposal
  - QA Construction Change Order

**Next Steps/Schedule:** Approval of negotiated Contract



QA Systems  
5811 Blue Bluff Road Travis  
County  
Austin, Texas 78724  
United States

[sales@qasystems.com](mailto:sales@qasystems.com)  
(512) 637-6100  
<http://qasystems.com>

# Stephenson School Building AV (DIR)

## City of Dripping Springs

511 Mercer Street Dripping Springs, Texas 78620 Dripping Springs  
TX, 78620 usa

[jweinstock@cityofdrippingsprings.com](mailto:jweinstock@cityofdrippingsprings.com)

**(737) 701-9060**

Presented By

**QA Systems**

Presented On

**Feb 3, 2026**

Version

**2**

# Active Contracts

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DIR-CPO-5698  
HUB VID # 1742585949700  
ESC Region 20 # 23022

PLEASE REFERENCE CONTRACT No. ON P.O.

## Project Overview

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### Project Overview

For the renovations of the Stephensonhool Building, we will provide a robust audiovisual system engineered to support the diverse requirements of the City of Dripping Springs. The comprehensive scope includes networked audio, video, and control solutions that facilitate flexible communication, presentations, and events within your upgraded space. Our experienced team will integrate modern AV technologies while ensuring compatibility with the building layout and infrastructure, delivering an intuitive user experience, seamless daily operation, and optimized performance for long-term reliability.

Scalable audio and video distribution will be achieved via QSC's Q-SYS platform, with extended coverage, flexible inputs/outputs, and powerful control interfaces for simple day-to-day system management. Collaboration, streaming, and hybrid communications will be supported through integrated conferencing features and user-friendly interfaces provided on touch panels and wall controllers.

### Scope of Work

#### IT/AV Room:

- AV Network PoE Switch
- AV & Control Processor
- Network Audio Amplifier
- (2) Wireless Presentation System
- All-In-One Video Production System
- Video Encoder/Decoder
- Video Distribution Amplifier
- Assisted Listening Transmitter

#### Multi-Use A:

- (6) Ceiling Pendant Speakers
- Bluetooth Audio receiver
- Wall-Mount Controller
- (2) Video Connection

#### Multi-Use B:

- (9) Ceiling Pendant Speakers
- (2) Surface Mount Speakers
- 10000 Lumens Projector
- 159" Diagonal Motorized Projections Screen
- Video Decoder
- (2) Video Encoder - Wall HDMI Input

- Bluetooth Audio Receiver
- Wireless Microphone System
  - (4) Hand Held Transmitters
  - (4) Lavalier Transmitters
  - Network Charging Station
- Touch Panel Controller
- (2) PTZ Network Camera
- Wall-Plate 4 Channel XLR Input
- (3) 2 Channel XLR Input (Floor Box)
- Wireless AP for Existing Boardroom Style Microphones

## Products

### STEPHENSON SCHOOL BUILDING

ITEM	QTY	UNIT PRICE	TOTAL
Belden 4694R 0101000 #18 PE/GIFHDLDPVC SH FRPVC - Black	1	\$1,840.15	\$1,840.15
Miscellaneous Costs Allocated Allowance for Building Materials	1	\$7,777.21	\$7,777.21
QA Systems Equipment Rental Structure for building and lift rental	2	\$1,815.80	\$3,631.60
QA Systems Shipping Shipping, Logistics, and Handling	1	\$1,848.00	\$1,848.00
Shure MXCWAPT-A Access Point Receiver	1	\$3,557.94	\$3,557.94
Windy City Wire CAT6P-PUR 23 AWG 4 Pair Non-Shielded Plenum Category 6 Purple Jacket	4	\$388.70	\$1,554.80

### STEPHENSON SCHOOL BUILDING > MULTI-USE A

ITEM	QTY	UNIT PRICE	TOTAL
Kramer Electronics TP-580R HDMI, bidirectional RS-232 and IR over HDBaseT twisted pair receiver	2	\$191.75	\$383.50

QSC AD-P6T-WH	6	\$293.25	\$1,759.50
6.5" Two-way pendant speaker, 70/100V transformer with 16? bypass, 135° conical DMT coverage, Includes cable and fastener for suspended Installation. Color - White.			
QSC C1	1	\$568.56	\$568.56
Single gang US, IP Wall Controller, PoE (includes white and black faceplates)			
QSC UND6IO-BT	1	\$1,021.20	\$1,021.20
4x2 Channel 2 Gang US, Dante/AES67 Wall Plate w/Bluetooth, RCA, 3.5 mm I/O, PoE (white and black faceplates included).			

### STEPHENSON SCHOOL BUILDING > MULTI-USE B

ITEM	QTY	UNIT PRICE	TOTAL
Da-Lite 29207G	1	\$21,995.40	\$21,995.40
Wireline ADV TNSD 159D HD1.1 Flangeless Wireline High Definition TV 16:9 78 X 139 HD Progressive 1.1			
QA Systems Shipping Shipping, Logistics, and Handling	1	\$803.00	\$803.00
Epson V11HA52920	1	\$17,749.90	\$17,749.90
EB-PU2010W WUXGA 3LCD Laser Projector with 4K Enhancement			
Chief CMA372 UNISTRUT ADAPTER	1	\$53.95	\$53.95
Chief CMS0305W ADJ. PIPE 36" TO 60" WHITE	1	\$151.39	\$151.39
Chief VCMUW HEAVY DUTY PROJECTOR MOUNT	1	\$451.10	\$451.10
Epson Professional ELPLW05 Wide zoom lens 1 for G7000/L1000 Series projector	1	\$1,749.90	\$1,749.90
QA SYS QA-MISC	1	\$500.00	\$500.00
Miscellaneous/ancillary materials for AV-Net Keystones			
QSC AD-P6T-WH	9	\$293.25	\$2,639.25
6.5" Two-way pendant speaker, 70/100V transformer with 16? bypass, 135° conical DMT coverage, Includes cable and fastener for suspended Installation. Color - White.			

QSC AD-S12-WH	2	\$889.20	\$1,778.40
12" Two-way surface speaker, 75° conical DMT™ coverage, includes X-Mount™ and weather input cup. Color - White.			
QSC D2I	3	\$848.70	\$2,546.10
Single gang US Dante/AES67 Wall Plate with 2 Mic/Line Inputs on XLR and 1/4" TRS combo connectors, PoE (includes white and black faceplates, Axiom bus expansion capable).			
QSC NC-12X80	1	\$3,415.50	\$3,415.50
12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket			
QSC NC-20X60	1	\$4,091.70	\$4,091.70
20x Optical Zoom 60° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket.			
QSC NV-1-H-WE	2	\$976.35	\$1,952.70
The Q-SYS NV Series NV-1-H-WE is a single-channel HDMI wallplate encoder optimized for spaces where traditional rack-mount enclosures are not ideal, including flexible and divisible spaces or spaces with reconfigurable furniture.			
QSC NV-21-HU	1	\$1,656.00	\$1,656.00
4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).			
Comprehensive NFHD18G-3PROBLK	1	\$14.51	\$14.51
3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black			
QSC TSC-70-G3	1	\$1,380.00	\$1,380.00
Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only			
QSC UND6IO-BT	1	\$1,021.20	\$1,021.20
4x2 Channel 2 Gang US, Dante/AES67 Wall Plate w/Bluetooth, RCA, 3.5 mm I/O, PoE (white and black faceplates included).			
QSC UNDX2IO+	1	\$790.05	\$790.05
4x2 Channel 2 Gang US Dante/AES67 Wall Plate 2 Mic/Line In x 2 Out (XLR), Phoenix I/O, PoE (white and black faceplates included)			
Shure MXWAPX8--Z10	1	\$3,308.72	\$3,308.72
Access Point Transceiver With 8 Wireless Audio Channels For Use With MXW Next Wireless Transmitters			
Shure MXW1X/O--Z10	4	\$527.80	\$2,111.20
Microphone - Bodypack			
Shure MXW2X/SM58--Z10	4	\$540.80	\$2,163.20
Microphone - Handheld - SM58 Cartridge			

Shure MXWDX8 Networked Docking Stations That Can Charge 8 MXW Next Transmitters Without Removing The Battery, Compatible With MXW Next Bodypack, Handheld, and Boundary Transmitters	1	\$1,476.00	\$1,476.00
Shure WL185MB/C-TQG Lavalier microphone, black, cardioid, TQG connector	2	\$124.15	\$248.30
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31

## STEPHENSON SCHOOL BUILDING > AV-IT

ITEM	QTY	UNIT PRICE	TOTAL
Epiphan Video Pearl-2 Rackmount Ultimate All-in-one Live Video Production System	1	\$7,564.20	\$7,564.20
Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	2	\$15.72	\$31.44
Kramer Electronics VM-2HDT 1:2+1 4K60 4:2:0 HDMI to Long Reach Hdbt Distribution Amplifier	1	\$695.50	\$695.50
Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	1	\$13.90	\$13.90
Listen Technologies LS-55-072 RF transmitter with 4 receivers and 12-unit charging bay	1	\$2,301.75	\$2,301.75
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31
NETGEAR GSM4230UP-100NAS 24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch (Americas)	1	\$2,182.95	\$2,182.95
QSC CX-Q 2K4 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	1	\$2,187.30	\$2,187.30
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31

QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).	1	\$1,656.00	\$1,656.00
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31
QSC NV-32-H (CORE CAPABLE) 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching (no encoding or decoding) and AV Bri	1	\$3,077.28	\$3,077.28
COOLM YU4802 48V 2A Power Supply Adapter AC 100-240V DC 48V2A Output 96W Power Adapter Interface 5.5 x 2.5mm Plug for PoE Switch/PoE Injector	1	\$49.49	\$49.49
QSC SLDAN-16-P Q-SYS Software-based Dante 16x16 Channel License, Perpetual.	1	\$414.00	\$414.00
Screenbeam 1100P ScreenBeam 1100 Plus	2	\$1,144.79	\$2,289.58
Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	2	\$13.90	\$27.80

## Summary

Product	\$120,490.36
Labor	\$54,516.66
<b>Total Price</b>	<b>\$175,007.02</b>

## Clarifications and Assumptions

- New tariffs are being enacted in 2025, affecting businesses like ours that depend on imported equipment manufacturers. These tariffs have raised expenses across multiple sectors, and regrettably, we are experiencing these increased costs firsthand. Consequently, we cannot assure exact pricing depending on when purchase orders are provided. Hence, we may request an updated P.O. if pricing has changed. New quotes will also be influenced by these changes, as we are still uncertain about the current cost adjustments being applied.

- Statement of work and pricing does not include any egregious unforeseen conditions that may be encountered during the course of an installation (i.e. existing equipment malfunction, insufficient conduit sizes).
- Assume that the existing equipment is in good working order and will perform as intended in the new system.
- QA Systems is not responsible for existing network or cable-related equipment.
- QA Systems assumes that all electrical work required for the installation will be done by an electrical contractor prior to installation.
- Assume existing cable pathways are accessible and can accommodate new system cabling as required.
- Pricing is based on normal work hours, M-F 8 am-5 pm

## QA Systems' Limited Warranty

QA Systems (QAS) provides a 1-year workmanship warranty to the Client against defects in the installation and workmanship, beginning on the date of project substantial completion, unless specified by superseding contract documents. This pertains to any issues related to the function or performance of the audiovisual system and its component(s) as a direct result of the installation means and methods used. Issues specific to the function or performance of equipment, and not related to workmanship, are covered by the applicable manufacturer’s warranty for its duration and may be subject to additional Time and Materials (T&M) costs to the Client.

Extended Warranties can be negotiated between QAS and the Client to include extending the workmanship warranty, manufacturers’ warranties, and “enhanced” On-Site Service Call Response Times (see Service and Support Details)

### Service Level Agreement (SLA)

Type of Service	Timeliness of Response
Support Call	Weekdays (Mon-Fri) 9AM-5PM: within (2) hours of receiving the call Weekends (Sat-Sun): unavailable unless outlined and costed in Contract
Support Email	Weekdays (Mon-Fri) 9AM-5PM: within (4) hours of receiving the email Weekends (Sat-Sun): unavailable unless outlined and costed in Contract
On-Site Support	Weekdays (Mon-Fri) 9AM-5PM: within (48) hours of receiving the support request Weekends (Sat-Sun): unavailable unless outlined and costed in Contract -See On-Site Service Call Response Times Definitions below for additional information
General Note: <i>If specific expertise is required, additional lead times may be required to address support issue(s).</i>	

### Service and Support details:

- Scheduling Installation, Service & Support: On-site service calls and remote support calls can be scheduled during normal business hours, 9am-5pm Monday-Friday (excluding holidays) unless explicitly agreed upon by both parties.

- **On-Site Service Call Response Times Definitions:**

There are (3) tiered levels of response times, as outlined below. These are determined based on the selected contract options, and are only available if specifically called out in the Client-QAS contract. The default tier unless otherwise specified is STANDARD. MISSION-CRITICAL and IMPORTANT are both considered “enhanced” Response Times and the details are negotiated in the contract based on client location relative to the QAS office, and other factors.

- **MISSION-CRITICAL** -Audiovisual systems critical to the operation of the space/facility, and is classified as high-visibility, and/or event-driven, and/or deemed as imperative to the operation of the facility by the Client.
- **IMPORTANT** -Audiovisual systems are necessary to properly carry out the full functions of the space/facility and operations are diminished, and/or deemed as important by the Client.
- **STANDARD** -Audiovisual systems do not pose a significantly negative impact on the mission and operations of the facility/space and service work can be conducted as soon as reasonably achievable.

- **Repair/Replacement of parts:** If a component or part fails and is covered under the equipment manufacturer's warranty, QAS will assist the Client to arrange an exchange or return for the defective equipment to the manufacturer. All returns must be insured, and may include additional shipping charges by the Client.
- **Time and Materials (T&M) Service:** Issues that fall outside the workmanship warranty will be handled as a T&M Service. Time spent by QAS employees (and subcontractors) and materials needed to resolve the issue, are billed at standard rates and the Client agrees to pay for the service after the issue has been resolved.
- **Service Calls:** If we provide on-site service support and it is found that the issue is not due to a QAS workmanship-related issue, the Client agrees to pay T&M for the on-site service call. QAS will inform the client of such a condition prior to executing any further fixes, unless prior approval is given by the Client.

This Limited Warranty does not include any issues related to misuse, abuse, improper handling care, Client facility electrical issues and humidity/temperature climate control outside of the manufacturer's required operational parameters and stated conditions, or if modifications were made that were not authorized by QAS and the Manufacturer(s). If any 3rd parties attempt to modify, repair, move, or otherwise work with the equipment and/or system related to the contracted scope, without expressed permission and guidance from QAS, will constitute all current warranties null and void by QAS. QAS can not guarantee the performance or compatibility of Owner Furnished Equipment (OFE) provided or included in the project scope. All OFE is considered "as-is" and does not carry an implicit or explicitly offered warranty or guarantee. QAS will make reasonable efforts to work with OFE, and if any incompatibilities or issues exist as a result of OFE integration, additional costs may be incurred by the Client for QAS to remedy.

### Payment Terms

The total contract price shall be paid in full upon completion of work unless otherwise specified. When the total contract price exceeds \$15,000, the payment terms are as follows: 50% down payment at time of equipment order, 40% upon substantial completion, and the remaining 10% upon project closeout acceptance. If the project is phased or has a prolonged installation timeframe (greater than 1 calendar month), periodic payments will be made based on project scope completion percentage, and may include additional costs for logistics & equipment storage as necessary. Other payment terms may apply and the final agreed-upon terms between QAS-Client supercede the aforementioned payment terms. In the event that the buyer is non-compliant with the Payment Terms, the amount due may accrue additional costs and penalties.

### Force Majeure

No parties will be liable to the other for delays or failure to perform due to causes beyond reasonable control, such as Acts of God, applicable authority intervention or prohibit, fire, disasters, 3rd party suppliers and equipment availability, and other applicable conditions. Each party will promptly inform the other of any Force Majeure event and make reasonable accommodations to perform contracted responsibilities.

### Products & Delivery

Products turned over to the Client or delivered to a 3rd party's site are considered property of the recipient and QAS is not responsible for the care and/or safeguarding of products. QAS reserves the right to substitute equipment for similar products with the same or superior specifications, should any selected/specified equipment become unavailable at the time of ordering and/or project installation timeframe. QAS will make every reasonable effort to avoid this but cannot guarantee 3rd party manufacturer product availability. Returns are not authorized unless previously agreed upon and any equipment or project-related products and services that deem able to be returned may be subject to a restocking fee by the originator of the project, equipment, or service.

### Work Site Preparation & Access

Work site location is assumed to be in a prepared condition for QAS to perform the required work. All electrical work required for the project work to be wholesome must be completed prior to QAS performing project work. Project facility and site access is assumed to be unimpeded during normal business hours, 9am-5pm Monday-Friday (excluding holidays), unless otherwise explicitly agreed to by both parties prior to the finalization of project pricing, or through a change-order process afterward. Any site-specific access needs such as security badges must be arranged by the Client prior to the installation date.

QA Systems has a unique approach to quoting and bidding opportunities, where a full project Work Breakdown Statement (WBS) and Bill of Materials (BOM) are created. This process allows us to provide incredible value to our clients and contractors because we fully analyze the project, flushing out questions/concerns/issues, and accounting for them in the proposal. We also provide in-depth Value-Engineering analysis to ensure the best-fit solution is proposed. This significantly cuts down on change orders and additional project costs, keeping you **ON BUDGET**.

We use industry-standard Project Management Institute (PMI) methods for executing and managing projects. This helps to ensure project communication and work is highly coordinated with stakeholders and thoughtfully executed. We track project percent (%) completion, schedules, etc. and this makes sure your project is **ON TIME**.

QA Systems is a **HUB Certified**, Full-Service AV Systems Integrator; with Design, Installation, and Maintenance Services. We have been in operation for over 25+ years and are located in the Heart of Texas: Austin! Please reach out to us if we can assist you in current or future projects. We are committed to having long-standing relationships with clients.

Let us know how we can assist you!

# Signature



Signature

Date



QA Construction Services, Inc.  
5811 Blue Bluff Road  
Austin, TX. 78724  
Phone: 512-637-6120

QA Project #: 9919

**Potential Change Order #001**

February 4, 2026

Attn: Garrett Osborne  
City of Dripping Springs  
Project Manager  
511 Mercer Street PO Box 384  
Dripping Springs, Texas 78620

Project: Stephenson School Building and Parking Lot

Re: PCO #001 - Audio-Video and Sound Reinforcement System

This potential change order proposal is for the costs associated with the Audio-Video and Sound Reinforcement System scope of work for the Stephenson School Building and Parking Lot project.

**The total cost impact associated with this change is: \$189,681.06**

Attached is a pricing summary and breakdown of costs for this potential change order.

This potential change order will result in a schedule impact of 0 calender days.

Very Truly Yours,

**QA CONSTRUCTION SERVICES, INC. (CONTRACTOR)**

BY: Shandy Ketchum

**APPROVED BY: ARCHITEXAS (ARCHITECT/ENGINEER)**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED BY: CITY OF DRIPPING SPRINGS (OWNER)**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



QA Construction Services, Inc.  
 5811 Blue Bluff Road  
 Austin, TX. 78724  
 Phone: 512-637-6120

QA Project #: 9919

**Potential Change Order #001 - Pricing Summary**

City of Dripping Springs  
 Attn: Garrett Osborne  
 Project: Stephenson School Building and Parking Lot

2/4/2026  
 Prepared by: Shandey Ketchey

Re: PCO #001 - Audio-Video and Sound Reinforcement System

Spec #	Description	Units	Qty.	Unit Cost	Total Cost
<b>DIVISION 01 - GENERAL REQUIREMENTS</b>	- N/A				
<b>DIVISION 02 - EXISTING CONDITIONS</b>	- N/A				
<b>DIVISION 03 - CONCRETE</b>	- N/A				
<b>DIVISION 04 - MASONRY</b>	- N/A				
<b>DIVISION 05 - METALS</b>	- N/A				
<b>DIVISION 06 - WOODS, PLASTICS &amp; COMPOSITES</b>	- N/A				
<b>DIVISION 07 - THERMAL &amp; MOISTURE PROTECTION</b>	- N/A				
<b>DIVISION 08 - OPENINGS</b>	- N/A				
<b>DIVISION 09 - FINISHES</b>	- N/A				
<b>DIVISION 10 - SPECIALTIES</b>	- N/A				
<b>DIVISION 11 - EQUIPMENT</b>	- N/A				
<b>DIVISION 12 - FURNISHINGS</b>	- N/A				
<b>DIVISION 13 - SPECIAL CONSTRUCTION</b>	- N/A				
<b>DIVISION 21 - FIRE SUPPRESSION</b>	- N/A				
<b>DIVISION 22 - PLUMBING</b>	- N/A				
<b>DIVISION 23 - MECHANICAL</b>	- N/A				
<b>DIVISION 26 - ELECTRICAL</b>	- N/A				

<b>DIVISION 27 - DATA &amp; COMMUNICATIONS</b>					
- Audio-Video Systems (QA Systems)	LS	1	\$175,007.02	\$175,007.02	
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>					
- N/A					
<b>DIVISION 31 - EARTHWORK</b>					
- N/A					
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>					
- N/A					
<b>DIVISION 33 - SITE UTILITIES</b>					
- N/A					
			Subtotal	\$175,007.02	
<b>General Conditions</b>				\$380.00	
			Adjustment	\$0.00	
			Subtotal	\$175,387.02	
<b>OH&amp;P (5%)</b>				\$8,769.35	
			Subtotal	\$184,156.37	
<b>Payment &amp; Performance Bond (3%)</b>				\$5,524.69	
			Subtotal	\$189,681.06	
			Adjustment	\$0.00	
			<b>Potential Change Order #001 Total</b>	<b>\$189,681.06</b>	

**PCO #001 INCLUSIONS:**

## IT/AV ROOM:

- Audiovisual system with networked audio, video, and controls.
- AV network PoE switch.
- AV and control processor.
- Network audio amplifier.
- Two (2) wireless presentation system.
- All in one video production system.
- Video encoder/decoder.
- Video distribution amplifier.
- Assisted listening transmitter.

## MULTI-USE A:

- Six (6) ceiling pendant speakers.
- Bluetooth audio receiver.
- Wall-mount controller.
- Two (2) video connection.

## MULTI-USE B:

- Nine (9) ceiling pendant speakers.
- Two (2) surface mounted speakers.
- 10,000 lumen projector.
- 159" diagonal motorized projections screen.
- Video decoder.
- Two (2) video encoder - wall HDMI input.
- Bluetooth audio receiver.
- Wireless microphone system - four (4) hand held transmitters, four (4) lavalier transmitters, network charging station.
- Touch panel controller.
- Two (2) PTZ network camera
- Wall plate 4 channel XLR input.

Three (3) 2 channel XLR input (floor box)  
Wireless AP for existing boardroom style microphones.

**PCO #001 EXCLUSIONS:**

Sales Tax

Overtime

Any items not specifically mentioned above.





QA Systems  
5811 Blue Bluff Road Travis  
County  
Austin, Texas 78724  
United States

[sales@qasystems.com](mailto:sales@qasystems.com)  
(512) 637-6100  
<http://qasystems.com>

# Stephenson School Building AV (DIR)

## City of Dripping Springs

511 Mercer Street Dripping Springs, Texas 78620 Dripping Springs  
TX, 78620 usa

[jweinstock@cityofdrippingsprings.com](mailto:jweinstock@cityofdrippingsprings.com)

**(737) 701-9060**

Presented By

**QA Systems**

Presented On

**Feb 3, 2026**

Version

**2**

# Active Contracts

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DIR-CPO-5698  
HUB VID # 1742585949700  
ESC Region 20 # 23022

PLEASE REFERENCE CONTRACT No. ON P.O.

## Project Overview

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### Project Overview

For the renovations of the Stephensonhool Building, we will provide a robust audiovisual system engineered to support the diverse requirements of the City of Dripping Springs. The comprehensive scope includes networked audio, video, and control solutions that facilitate flexible communication, presentations, and events within your upgraded space. Our experienced team will integrate modern AV technologies while ensuring compatibility with the building layout and infrastructure, delivering an intuitive user experience, seamless daily operation, and optimized performance for long-term reliability.

Scalable audio and video distribution will be achieved via QSC's Q-SYS platform, with extended coverage, flexible inputs/outputs, and powerful control interfaces for simple day-to-day system management. Collaboration, streaming, and hybrid communications will be supported through integrated conferencing features and user-friendly interfaces provided on touch panels and wall controllers.

### Scope of Work

#### IT/AV Room:

- AV Network PoE Switch
- AV & Control Processor
- Network Audio Amplifier
- (2) Wireless Presentation System
- All-In-One Video Production System
- Video Encoder/Decoder
- Video Distribution Amplifier
- Assisted Listening Transmitter

#### Multi-Use A:

- (6) Ceiling Pendant Speakers
- Bluetooth Audio receiver
- Wall-Mount Controller
- (2) Video Connection

#### Multi-Use B:

- (9) Ceiling Pendant Speakers
- (2) Surface Mount Speakers
- 10000 Lumens Projector
- 159" Diagonal Motorized Projections Screen
- Video Decoder
- (2) Video Encoder - Wall HDMI Input

- Bluetooth Audio Receiver
- Wireless Microphone System
  - (4) Hand Held Transmitters
  - (4) Lavalier Transmitters
  - Network Charging Station
- Touch Panel Controller
- (2) PTZ Network Camera
- Wall-Plate 4 Channel XLR Input
- (3) 2 Channel XLR Input (Floor Box)
- Wireless AP for Existing Boardroom Style Microphones

## Products

### STEPHENSON SCHOOL BUILDING

ITEM	QTY	UNIT PRICE	TOTAL
Belden 4694R 0101000 #18 PE/GIFHDLDPVC SH FRPVC - Black	1	\$1,840.15	\$1,840.15
Miscellaneous Costs Allocated Allowance for Building Materials	1	\$7,777.21	\$7,777.21
QA Systems Equipment Rental Structure for building and lift rental	2	\$1,815.80	\$3,631.60
QA Systems Shipping Shipping, Logistics, and Handling	1	\$1,848.00	\$1,848.00
Shure MXCWAPT-A Access Point Receiver	1	\$3,557.94	\$3,557.94
Windy City Wire CAT6P-PUR 23 AWG 4 Pair Non-Shielded Plenum Category 6 Purple Jacket	4	\$388.70	\$1,554.80

### STEPHENSON SCHOOL BUILDING > MULTI-USE A

ITEM	QTY	UNIT PRICE	TOTAL
Kramer Electronics TP-580R HDMI, bidirectional RS-232 and IR over HDBaseT twisted pair receiver	2	\$191.75	\$383.50

QSC AD-P6T-WH	6	\$293.25	\$1,759.50
6.5" Two-way pendant speaker, 70/100V transformer with 16? bypass, 135° conical DMT coverage, Includes cable and fastener for suspended Installation. Color - White.			
QSC C1	1	\$568.56	\$568.56
Single gang US, IP Wall Controller, PoE (includes white and black faceplates)			
QSC UND6IO-BT	1	\$1,021.20	\$1,021.20
4x2 Channel 2 Gang US, Dante/AES67 Wall Plate w/Bluetooth, RCA, 3.5 mm I/O, PoE (white and black faceplates included).			

## STEPHENSON SCHOOL BUILDING > MULTI-USE B

ITEM	QTY	UNIT PRICE	TOTAL
Da-Lite 29207G	1	\$21,995.40	\$21,995.40
Wireline ADV TNSD 159D HD1.1 Flangeless Wireline High Definition TV 16:9 78 X 139 HD Progressive 1.1			
QA Systems Shipping Shipping, Logistics, and Handling	1	\$803.00	\$803.00
Epson V11HA52920	1	\$17,749.90	\$17,749.90
EB-PU2010W WUXGA 3LCD Laser Projector with 4K Enhancement			
Chief CMA372 UNISTRUT ADAPTER	1	\$53.95	\$53.95
Chief CMS0305W ADJ. PIPE 36" TO 60" WHITE	1	\$151.39	\$151.39
Chief VCMUW HEAVY DUTY PROJECTOR MOUNT	1	\$451.10	\$451.10
Epson Professional ELPLW05 Wide zoom lens 1 for G7000/L1000 Series projector	1	\$1,749.90	\$1,749.90
QA SYS QA-MISC	1	\$500.00	\$500.00
Miscellaneous/ancillary materials for AV-Net Keystones			
QSC AD-P6T-WH	9	\$293.25	\$2,639.25
6.5" Two-way pendant speaker, 70/100V transformer with 16? bypass, 135° conical DMT coverage, Includes cable and fastener for suspended Installation. Color - White.			

QSC AD-S12-WH	2	\$889.20	\$1,778.40
12" Two-way surface speaker, 75° conical DMT™ coverage, includes X-Mount™ and weather input cup. Color - White.			
QSC D2I	3	\$848.70	\$2,546.10
Single gang US Dante/AES67 Wall Plate with 2 Mic/Line Inputs on XLR and 1/4" TRS combo connectors, PoE (includes white and black faceplates, Axiom bus expansion capable).			
QSC NC-12X80	1	\$3,415.50	\$3,415.50
12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket			
QSC NC-20X60	1	\$4,091.70	\$4,091.70
20x Optical Zoom 60° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket.			
QSC NV-1-H-WE	2	\$976.35	\$1,952.70
The Q-SYS NV Series NV-1-H-WE is a single-channel HDMI wallplate encoder optimized for spaces where traditional rack-mount enclosures are not ideal, including flexible and divisible spaces or spaces with reconfigurable furniture.			
QSC NV-21-HU	1	\$1,656.00	\$1,656.00
4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).			
Comprehensive NFHD18G-3PROBLK	1	\$14.51	\$14.51
3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black			
QSC TSC-70-G3	1	\$1,380.00	\$1,380.00
Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only			
QSC UND6IO-BT	1	\$1,021.20	\$1,021.20
4x2 Channel 2 Gang US, Dante/AES67 Wall Plate w/Bluetooth, RCA, 3.5 mm I/O, PoE (white and black faceplates included).			
QSC UNDX2IO+	1	\$790.05	\$790.05
4x2 Channel 2 Gang US Dante/AES67 Wall Plate 2 Mic/Line In x 2 Out (XLR), Phoenix I/O, PoE (white and black faceplates included)			
Shure MXWAPX8--Z10	1	\$3,308.72	\$3,308.72
Access Point Transceiver With 8 Wireless Audio Channels For Use With MXW Next Wireless Transmitters			
Shure MXW1X/O--Z10	4	\$527.80	\$2,111.20
Microphone - Bodypack			
Shure MXW2X/SM58--Z10	4	\$540.80	\$2,163.20
Microphone - Handheld - SM58 Cartridge			

Shure MXWDX8 Networked Docking Stations That Can Charge 8 MXW Next Transmitters Without Removing The Battery, Compatible With MXW Next Bodypack, Handheld, and Boundary Transmitters	1	\$1,476.00	\$1,476.00
Shure WL185MB/C-TQG Lavalier microphone, black, cardioid, TQG connector	2	\$124.15	\$248.30
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31

## STEPHENSON SCHOOL BUILDING > AV-IT

ITEM	QTY	UNIT PRICE	TOTAL
Epiphan Video Pearl-2 Rackmount Ultimate All-in-one Live Video Production System	1	\$7,564.20	\$7,564.20
Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	2	\$15.72	\$31.44
Kramer Electronics VM-2HDT 1:2+1 4K60 4:2:0 HDMI to Long Reach Hdbt Distribution Amplifier	1	\$695.50	\$695.50
Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	1	\$13.90	\$13.90
Listen Technologies LS-55-072 RF transmitter with 4 receivers and 12-unit charging bay	1	\$2,301.75	\$2,301.75
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31
NETGEAR GSM4230UP-100NAS 24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch (Americas)	1	\$2,182.95	\$2,182.95
QSC CX-Q 2K4 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	1	\$2,187.30	\$2,187.30
Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31

QSC NV-21-HU	1	\$1,656.00	\$1,656.00
4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).			

Windy City Wire AC6BLK-5 5' C6 Patch Cbl Black	1	\$2.31	\$2.31
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QSC NV-32-H (CORE CAPABLE)	1	\$3,077.28	\$3,077.28
4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching (no encoding or decoding) and AV Bri			

COOLM YU4802 48V 2A Power Supply Adapter AC 100-240V DC 48V2A Output 96W Power Adapter Interface 5.5 x 2.5mm Plug for PoE Switch/PoE Injector	1	\$49.49	\$49.49
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QSC SLDAN-16-P Q-SYS Software-based Dante 16x16 Channel License, Perpetual.	1	\$414.00	\$414.00
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Screenbeam 1100P ScreenBeam 1100 Plus	2	\$1,144.79	\$2,289.58
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Comprehensive NFHD18G-3PROBLK 3ft, NanoFlex™ Pro AV/IT Integrator Series™ Certified 4K 18G High Speed HDMI Cable Jet Black	2	\$13.90	\$27.80
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## Summary

Product \$120,490.36

Labor \$54,516.66

**Total Price \$175,007.02**

## Clarifications and Assumptions

- New tariffs are being enacted in 2025, affecting businesses like ours that depend on imported equipment manufacturers. These tariffs have raised expenses across multiple sectors, and regrettably, we are experiencing these increased costs firsthand. Consequently, we cannot assure exact pricing depending on when purchase orders are provided. Hence, we may request an updated P.O. if pricing has changed. New quotes will also be influenced by these changes, as we are still uncertain about the current cost adjustments being applied.

- Statement of work and pricing does not include any egregious unforeseen conditions that may be encountered during the course of an installation (i.e. existing equipment malfunction, insufficient conduit sizes).
- Assume that the existing equipment is in good working order and will perform as intended in the new system.
- QA Systems is not responsible for existing network or cable-related equipment.
- QA Systems assumes that all electrical work required for the installation will be done by an electrical contractor prior to installation.
- Assume existing cable pathways are accessible and can accommodate new system cabling as required.
- Pricing is based on normal work hours, M-F 8 am-5 pm

## QA Systems' Limited Warranty

QA Systems (QAS) provides a 1-year workmanship warranty to the Client against defects in the installation and workmanship, beginning on the date of project substantial completion, unless specified by superseding contract documents. This pertains to any issues related to the function or performance of the audiovisual system and its component(s) as a direct result of the installation means and methods used. Issues specific to the function or performance of equipment, and not related to workmanship, are covered by the applicable manufacturer’s warranty for its duration and may be subject to additional Time and Materials (T&M) costs to the Client.

Extended Warranties can be negotiated between QAS and the Client to include extending the workmanship warranty, manufacturers’ warranties, and “enhanced” On-Site Service Call Response Times (see Service and Support Details)

### Service Level Agreement (SLA)

Type of Service	Timeliness of Response
Support Call	Weekdays (Mon-Fri) 9AM-5PM: within (2) hours of receiving the call Weekends (Sat-Sun): unavailable unless outlined and costed in Contract
Support Email	Weekdays (Mon-Fri) 9AM-5PM: within (4) hours of receiving the email Weekends (Sat-Sun): unavailable unless outlined and costed in Contract
On-Site Support	Weekdays (Mon-Fri) 9AM-5PM: within (48) hours of receiving the support request Weekends (Sat-Sun): unavailable unless outlined and costed in Contract -See On-Site Service Call Response Times Definitions below for additional information
General Note: <i>If specific expertise is required, additional lead times may be required to address support issue(s).</i>	

### Service and Support details:

- Scheduling Installation, Service & Support: On-site service calls and remote support calls can be scheduled during normal business hours, 9am-5pm Monday-Friday (excluding holidays) unless explicitly agreed upon by both parties.

- **On-Site Service Call Response Times Definitions:**

There are (3) tiered levels of response times, as outlined below. These are determined based on the selected contract options, and are only available if specifically called out in the Client-QAS contract. The default tier unless otherwise specified is STANDARD. MISSION-CRITICAL and IMPORTANT are both considered “enhanced” Response Times and the details are negotiated in the contract based on client location relative to the QAS office, and other factors.

- **MISSION-CRITICAL** -Audiovisual systems critical to the operation of the space/facility, and is classified as high-visibility, and/or event-driven, and/or deemed as imperative to the operation of the facility by the Client.
- **IMPORTANT** -Audiovisual systems are necessary to properly carry out the full functions of the space/facility and operations are diminished, and/or deemed as important by the Client.
- **STANDARD** -Audiovisual systems do not pose a significantly negative impact on the mission and operations of the facility/space and service work can be conducted as soon as reasonably achievable.

- **Repair/Replacement of parts:** If a component or part fails and is covered under the equipment manufacturer's warranty, QAS will assist the Client to arrange an exchange or return for the defective equipment to the manufacturer. All returns must be insured, and may include additional shipping charges by the Client.
- **Time and Materials (T&M) Service:** Issues that fall outside the workmanship warranty will be handled as a T&M Service. Time spent by QAS employees (and subcontractors) and materials needed to resolve the issue, are billed at standard rates and the Client agrees to pay for the service after the issue has been resolved.
- **Service Calls:** If we provide on-site service support and it is found that the issue is not due to a QAS workmanship-related issue, the Client agrees to pay T&M for the on-site service call. QAS will inform the client of such a condition prior to executing any further fixes, unless prior approval is given by the Client.

This Limited Warranty does not include any issues related to misuse, abuse, improper handling care, Client facility electrical issues and humidity/temperature climate control outside of the manufacturer's required operational parameters and stated conditions, or if modifications were made that were not authorized by QAS and the Manufacturer(s). If any 3rd parties attempt to modify, repair, move, or otherwise work with the equipment and/or system related to the contracted scope, without expressed permission and guidance from QAS, will constitute all current warranties null and void by QAS. QAS can not guarantee the performance or compatibility of Owner Furnished Equipment (OFE) provided or included in the project scope. All OFE is considered "as-is" and does not carry an implicit or explicitly offered warranty or guarantee. QAS will make reasonable efforts to work with OFE, and if any incompatibilities or issues exist as a result of OFE integration, additional costs may be incurred by the Client for QAS to remedy.

### Payment Terms

The total contract price shall be paid in full upon completion of work unless otherwise specified. When the total contract price exceeds \$15,000, the payment terms are as follows: 50% down payment at time of equipment order, 40% upon substantial completion, and the remaining 10% upon project closeout acceptance. If the project is phased or has a prolonged installation timeframe (greater than 1 calendar month), periodic payments will be made based on project scope completion percentage, and may include additional costs for logistics & equipment storage as necessary. Other payment terms may apply and the final agreed-upon terms between QAS-Client supercede the aforementioned payment terms. In the event that the buyer is non-compliant with the Payment Terms, the amount due may accrue additional costs and penalties.

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Let us know how we can assist you!

## Signature

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Signature

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Date