



Scott Bradley
Mayor

Elizabeth Abraham
Mayor Pro Tem

Jené Butler
Deputy Mayor Pro Tem

W. Scott Smith
Council Member

Debbie Ison
Council Member

Ken Oltmann
Council Member

Kevin Kelley
Council Member

Aretha Adams
City Manager

Jared Mayfield
Assistant City Manager

Kandi Jackson
City Secretary

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 2, 2026, AT 6:00 P.M.
COUNCIL CHAMBERS
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on June 2, 2026, at Murphy City Hall for the purpose of considering the following items. The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using video conferencing technology. The video and audio feed of the video conferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. ROLL CALL AND CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

The Council Chambers is open to the public. This portion of the agenda is the public's opportunity to address the Council about any item listed on the agenda, except public hearings, or to provide a general comment. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless otherwise required by law. Per the Texas Open Meetings Act, the Council is not permitted to act on or discuss any item not listed on the agenda. Items suggested for action may be placed on a future agenda, at the Council's sole discretion.

5. MAYOR'S REPORT

6. PRESENTATIONS

A. Presentation - Capital Improvement Project update. Donald Reese, Public Works Director

7. CITY MANAGER/STAFF REPORTS

A. Upcoming Events. Aretha Adams, City Manager
[Staff Report-\(2129\) - Pdf](#)

8. CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in

which event the item will be removed from the Consent Agenda and voted on separately.

- A. Consider and/or Act on the minutes of May 12, 2026, Special Called Meeting and the May 19, 2026, Regular Council Meeting. Kandi Jackson, TRMC, City Secretary
[2026 05 12 Special Called City Council Meeting](#)
[2026 05 19 Regular City Council Meeting](#)

- B. Consider and/or Act on a Resolution approving a Development Agreement between the City of Murphy and H-E-B, LP for 18.79 acres of land in Lot 3R, Block 1, McCreary Marketplace; and authorizing the City Manager to execute all necessary documents. Jared Mayfield, AICP, Assistant City Manager
[Staff Report-\(2111\) - Pdf](#)

- C. Consider and/or Act on Case No. 2026-005, an application submitted by JBI Partners, Inc. requesting approval of a Construction Plat for The Enclave at Maxwell Creek Phase 2, consisting of 11.978 acres within Abstract No. 579, Henry Maxwell Survey. Stephanie Scott-Sims, AICP, Planning Manager
[Staff Report-\(2124\) - Pdf](#)

- D. Consider and/or Act on an Ordinance amending the FY26 General and VEF Funds to increase the budget for unanticipated expenses. Paulette Overman, Assistant Finance Director

	Current Tax Rate	Next FY26	
		No-New-Revenue Tax Rate	Proposed Tax Rate
Appraisal Tax Year	2024	2025	2025
Median Homestead Value	\$519,540	\$553,991	\$553,991
Tax Rate	0.362533	0.343487	0.357514
Estimated Taxes	\$1,884	\$1,903	\$1981

[Staff Report-\(2125\) - Pdf](#)

- E. Consider and/or Act on a Resolution of the City Council of the City of Murphy, Texas, authorizing the City Manager to negotiate and execute a purchase order and scope of work with Waypoint Solutions for the purchase of server equipment, software, and professional installation services through the Texas DIR purchasing program contract DIR-CPO-5371 and through the TIPS-USA purchasing contract number 230105. Carter Smith, Director of Information Technology.
[Staff Report-\(2132\) - Pdf](#)

- F. Consider and/or Act on authorizing the addition of 1 full-time equivalent (FTE) position within the Police Department. Chelsie Montgomery, Director of Administrative Services
[Staff Report-\(2133\) - Pdf](#)

9. INDIVIDUAL CONSIDERATION

- A. Consider and/or Act on nominating and electing Mayor Pro Tem to serve a one-year term. Kandi Jackson, TRMC, City Secretary
[Staff Report-\(2131\) - Pdf](#)
- B. Consider and/or Act on nominating and electing Deputy Mayor Pro Tem for a one-year term. Kandi Jackson, TRMC, City Secretary
[Staff Report-\(2130\) - Pdf](#)

10. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council will now recess into Executive Session (closed meeting) to discuss the following:

- A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - (i) code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54
 - (ii) 103 Pioneer Path Drive

11. RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - (i) code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54
 - (ii) 103 Pioneer Path Drive

12. FUTURE AGENDA ITEMS

Council Members may request topics for future agenda meetings. No member of the City Council may discuss any of the requested subjects until such matter has been properly placed on the agenda.

13. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094, a place convenient and readily accessible to the public at all times, and said notice was posted on May 27, 2026, by 5:00 p.m. and will remain

posted continuously for 3 business days prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Kandi Jackson

Kandi Jackson, TRMC
City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 3 business days prior to the meeting. Please contact the City Secretary at 972.468.4011 or kjackson@murphytx.org.

Notice of Possible Quorum: There may be a quorum of the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission, the Murphy Community Development Corporation, the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning and Zoning Commission members who may be present at the meeting or attending virtually, but they will not deliberate on any city or board business.



Administration
June 2, 2026

ISSUE:

Upcoming Events. Aretha Adams, City Manager

SUMMARY:

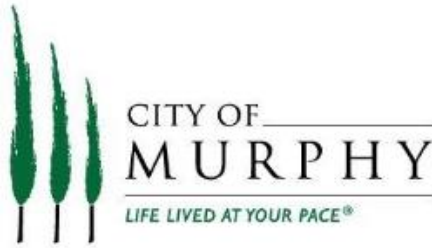
Sounds at Sundown - Murphy's Sounds at Sundown summer concert series offers the ideal Friday night activity, featuring a variety of music genres every Friday night throughout June. Concerts will be held every Friday in June from 7:00 p.m.-10:00 p.m. at the Murphy Central Park Amphitheater.

- June 5, 2026 - Emerald City
- June 12, 2026 - Dreams Unwind
- June 19, 2026 - Legendary Keys
- June 26, 2026 - The Elton Johns

More information can be found on our website.

City Holidays - City Hall will be closed on June 19, 2026, for Juneteenth.

Council Meetings - The next City Council Meeting will be on June 16, 2026, at 6:00 p.m., in the Community Room.



**MURPHY CITY COUNCIL MINUTES
SPECIAL CALLED CITY COUNCIL
MEETING
MAY 12, 2026, AT 6:00 P.M.
COUNCIL CHAMBERS
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094**

1. CALL TO ORDER

Mayor Scott Bradley called the Special Called Council Meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Scott Bradley gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL AND CERTIFICATION OF A QUORUM

COUNCIL PRESENT: Mayor Scott Bradley
Mayor Pro Tem Elizabeth Abraham
Deputy Mayor Pro Tem Jené Butler
Council Member Andrew Chase
Council Member Laura Deel

COUNCIL ABSENT: Council Member Scott Smith
Council Member Ken Oltmann

4. PUBLIC COMMENTS

No public comments was presented.

5. INDIVIDUAL CONSIDERATION

A. Consider and/or Act on an Ordinance canvassing the returns and declaring the election results for the May 2, 2026, of a General Election for the purpose of electing individuals to the Office of Mayor, Council Member Place 3, Council Member Place 5, to a three (3) year term of office each, and a Special Election for the purpose of submitting a ballot proposition to the qualified voter of the city, such proposition being the reauthorization of a local sales and use tax in the City of Murphy for the maintenance and repair of municipal streets. Kandi Jackson, TRMC, City Secretary

COUNCIL ACTION: (Item 5.A. Ord. No. 26-05-1413) APPROVED

Deputy Mayor Pro Tem Jené Butler moved to approve an Ordinance canvassing the returns and declaring the election results for the May 2, 2026, of a General Election for the purpose of electing individuals to the Office of Mayor, Council Member Place 3, Council Member Place 5, to a three (3) year term of office each, and a Special Election for the purpose of submitting a ballot proposition to the qualified voter of the city, such proposition being the reauthorization of a local sales and use tax in the City of Murphy for the maintenance and repair of municipal streets. Council Member Laura Deel seconded the motion. For: Unanimous. Absent: Council Member Andrew Chase and

Council Member Kenneth Oltmann. The motion carried by a vote of 5-0.

B. Mayor Scott Bradley presented Council Members Laura Deel and Andrew Chase with plaques and thanked them for their service to the City of Murphy.

6. ADJOURNMENT

With no further business, Mayor Scott Bradley adjourned the meeting at 6:05 p.m.

APPROVED BY:

ATTEST:

Kandi Jackson

Kandi Jackson, City Secretary



A handwritten signature in black ink, appearing to read "S. Bradley", is written over a horizontal line.

Scott Bradley, Mayor



**MURPHY CITY COUNCIL MINUTES
REGULAR CITY COUNCIL MEETING
MAY 19, 2026, AT 6:00 PM P.M.
COUNCIL CHAMBERS
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094**

1. CALL TO ORDER

Mayor Scott Bradley called the Regular City Council Meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Scott Bradley gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL AND CERTIFICATION OF A QUORUM

COUNCIL PRESENT: Mayor Scott Bradley
Mayor Pro Tem Elizabeth Abraham
Deputy Mayor Pro Tem Jené Butler
Council Member Scott Smith
Council Member Debbie Ison
Council Member Ken Oltmann
Council Member Kevin Kelley

COUNCIL ABSENT:

4. PUBLIC COMMENTS

Luke Trahan with the Chamber of Commerce provided an update.
Rhonda Hodge and Dedra Tare (addresses on file) spoke regarding their concerns about the future of the City of Murphy.

5. MAYOR'S REPORT

Mayor Scott Bradley stated that today is a chance to celebrate and welcome new City Council Members. He acknowledged that the job is challenging and that the community is passionate, but expressed excitement about the Council's future and appreciation for the City Councils he has served with in the past.

6. PRESENTATIONS

A. Administer Oath of Office & Certificates of Election (Statements of Officer were signed prior to the meeting). Kandi Jackson, TRMC, City Secretary
Mayor - Scott Bradley
Council Member Place 3 - Debbie Ison
Council Member Place 5 - Kevin Kelley
City Secretary Kandi Jackson administered the Oath of Office to Mayor Scott Bradley, Council Member Place 3 Debbie Ison, and Council Member Place 5 Kevin Kelley, and Mayor Scott Bradley then presented the Certificates of Election to each of them.

Mayor Scott Bradley said serving on the City Council is an important opportunity and emphasized that Murphy is shaped by its residents. He stated that the Council's focus is on doing what is best for the community, not partisan politics, and that city business should rise above political divisions. He expressed excitement about the Council and highlighted that Council Members play a key role in building a strong community and making the city feel like home.

B. Proclamation - Asian American and Pacific Islander Heritage Month.

Mayor Pro Tem Elizabeth Abraham presented the Asian American and Pacific Islander Heritage Month Proclamation.

C. Proclamation - National EMS Week.

Council Member Scott Smith presented the National EMS Week Proclamation.

D. Presentation - Financial Report for the quarter ending March 31, 2026. Paulette Overman, Assistant Finance Director

Assistant Finance Director Paulette Overman presented the Financial Report for the quarter ending March 31, 2026.

E. Presentation - Water Loss. Donald Reese, Public Works Director

Public Works Director Donald Reese provided the water loss presentation.

7. **CITY MANAGER/STAFF REPORTS**

A. Upcoming Events. Aretha Adams, City Manager

City Manager Aretha Adams provided the following upcoming events.

Sounds at Sundown - Murphy's Sounds at Sundown summer concert series offers the ideal Friday night activity, featuring a variety of music genres every Friday night in June. Concerts will be held every Friday night in June from 7:00 p.m. - 10:00 p.m. at the Murphy Central Park Amphitheater.

- June 5, 2026 - Emerald City
- June 12, 2026 - Dreams Unwind
- June 19, 2026 - Legendary Keys
- June 26, 2026 - The Elton Johns

More information can be found on our website.

Murphy University/Citizens Academy - Free 7-session community engagement and educational program. Jun 11 - August 6, 2026, Thursdays, 5:30 p.m. - 8:00 p.m. Enjoy learning about your local government with sessions like: Parks & Recreation, Administrative Services, Police & Courts, Fire Rescue, City Infrastructure, and more! Space is limited to 20 participants.

City Holidays - City Hall will be closed on May 25, 2026, in observance of Memorial Day and again on June 19, 2026, for Juneteenth.

Murphy Veterans Tribute Dedication - will be held on Wednesday, May 27, 2026, from 11:30 a.m. - 12:30 p.m.

Council Meetings - The next City Council Work Session will be held on May 27, 2026, at 6:00 p.m., in the Community Room.

8. CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Consider and/or Act on the May 5, 2026, Regular City Council Meeting Minutes. Kandi Jackson, TRMC, City Secretary
- B. Consider and/or Act on accepting the March 31, 2026, Quarterly Investment Report. Paulette Overman, Assistant Finance Director

Mayor Scott Bradley pulled Item 8.C from the Consent Agenda

COUNCIL ACTION: (Item 8. A & 8. B) APPROVED

Deputy Mayor Pro Tem Jené Butler moved to approve Consent Agenda Items 8.A and 8.B as presented. Council Member W. Scott Smith seconded the motion. For: Unanimous. The motion carried by a vote of 7-0.

- C. Consider and/or act on a Resolution authorizing the City Manager to negotiate and execute a two-year contract agreement with Valley View Consulting, L.L.C., for investment advisory services. Berna Fitzpatrick-Walker, CGFO, Finance Director

Council Member Debbie Ison recused herself at 7:06 p.m.
 Finance Director Berna Fitzpatrick-Walker was available for any questions.
 After a motion, second, and vote, Council Member Debbie Ison returned to the dais at 7:06 p.m.

COUNCIL ACTION: (Item 8.C. Res. No. 26-R-1183) APPROVED

Deputy Mayor Pro Tem Jené Butler moved to approve a Resolution authorizing the City Manager to negotiate and execute a two-year contract agreement with Valley View Consulting, L.L.C., for investment advisory services. Council Member W. Scott Smith seconded the motion. For: Unanimous. The motion carried by a vote of 7-0.

9. INDIVIDUAL CONSIDERATION

- A. Consider and/or Act on restructuring the format of the Youth Advisory Committee. Kayla McFarland, Recreation Superintendent

Recreation Superintendent Kayla McFarland presented the proposed restructuring of the Youth Advisory Committee.

COUNCIL ACTION: (Item 9.A.) **APPROVED**

Deputy Mayor Pro Tem Jené Butler moved to approve the restructuring of the Youth Advisory Committee. Mayor Pro Tem Elizabeth Abraham seconded the motion. For: Unanimous. The motion carried by a vote of 7-0.

10. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) at 7:20 p.m. to discuss the following:

- A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - (i) land use and zoning matters, development plans, site plans, and platting processes.
 - (ii) pedestrian bridge.

- B. § 551.072 Deliberation regarding the purchase, exchange, lease, or value of real property re: Project Alpha

11. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Regular Session at 8:47 p.m., pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - (i) land use and zoning matters, development plans, site plans, and platting processes.
 - (ii) pedestrian bridge.

- B. § 551.072 Deliberation regarding the purchase, exchange, lease, or value of real property re: Project Alpha

COUNCIL ACTION: **NO ACTION TAKEN**

12. FUTURE AGENDA ITEMS

Council Members may request topics for future agenda meetings. No member of the City Council may discuss any of the requested subjects until such matter has been properly

placed on the agenda.

Deputy Mayor Pro Tem Jené Butler stated that the Juneteenth Proclamation is scheduled for an agenda next month, and that she would like to present the proclamation to an organization that she invited.

13. ADJOURNMENT

With no further business, Mayor Scott Bradley adjourned the meeting at 8:48 p.m.

APPROVED BY:

ATTEST:

Kandi Jackson

Kandi Jackson, City Secretary



A handwritten signature in black ink, appearing to read "Scott Bradley", written over a horizontal line.

Scott Bradley, Mayor



Administration
June 2, 2026

ISSUE:

Consider and/or Act on a Resolution approving a Development Agreement between the City of Murphy and H-E-B, LP for 18.79 acres of land in Lot 3R, Block 1, McCreary Marketplace; and authorizing the City Manager to execute all necessary documents. Jared Mayfield, AICP, Assistant City Manager

SUMMARY:

In 2024, the City approved plans for a new retail development at the southwest corner of FM 544 and McCreary Road under the project name HEB. The new store is nearing completion, and a Development Agreement is necessary to wrap up the final details of this project.

The proposed Development Agreement outlines the pedestrian trail easement, landscaping, and visual mitigation enhancements, and traffic mitigation and right-of-way improvements associated with their site as follows:

- HEB will provide a 6ft wide pedestrian trail easement that generally runs along the western boundary of the HEB tract and includes a connection to S. Maxwell Creek Road (see Exhibit B);
- HEB will provide a \$65,000 tree mitigation fee for the approved variance to the City's tree preservation requirements;
- HEB will provide up to 5 additional trees for visual mitigation of the retaining walls along Maxwell Creek (see Exhibit C);
- HEB will install a traffic signal, fiber optic communication device with the existing signal at McCreary Road, and a traffic intersection delay study as required by TxDOT; and
- HEB will provide median enhancements along FM 544 from McCreary Road to the western boundary line of the HEB property (see Exhibit D). This involves adding the Endurablend brick pattern treatment to the median to match the rest of the median on FM 544.

ACTION REQUIRED:

Consider and/or act on the Resolution.

ATTACHMENTS:

[Resolution](#)

[Development Agreement](#)

RESOLUTION NUMBER 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MURPHY AND H-E-B, LP; FOR 18.79 ACRES LEGALLY DESCRIBED AS LOT 3R, BLOCK 1, MCCREARY MARKETPLACE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Developer owns approximately 18.79 acres of land in the City of Murphy, Collin County, Texas, generally located at the southwest corner of FM 544 and McCreary Road, as described in Exhibit A (the “Property”); and,

WHEREAS, the Developer proposes to develop a high-quality commercial retail development consistent with the standards described in Ordinance No. 23-09-1327, and related infrastructure improvements on the Property (the “Development”); and,

WHEREAS, the City and Developer wish to address development issues related to the construction and funding of certain infrastructure related to the Development and off-site infrastructure that the City desires Developer construct that will benefit the Development and other property in the vicinity of the Project; and,

WHEREAS, Texas Local Government Code Chapter 380 authorizes the City to enter into agreements to provide services to businesses to promote state or local economic development and to stimulate business and commercial activity in the municipality;

WHEREAS, the City finds that it would be advantageous and beneficial to Murphy and its citizens to enter into a Development Agreement on the terms and conditions set forth in the Agreement; and,

WHEREAS, the City recognizes the positive impact the infrastructure improvements will bring to Murphy and its citizens and that said improvements will promote state and local economic development, stimulate business and commercial activity in Murphy for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Murphy, Texas, and are fully incorporated into the body of this resolution.

SECTION 2. That the City Manager will execute a Development Agreement between the City of Murphy and H-E-B, LP for 14.6 acres of land in Lot 3R, Block 1, McCreary Marketplace,

substantially conforming with the contract found in Exhibit A, attached hereto and incorporated as part of this Resolution..

SECTION 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 2nd day of June 2026.

APPROVED:

Scott Bradley, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Jonathan Moss, Asst. City Attorney

Development Agreement Between the City of Murphy, Texas and H-E-B. LP

This Development Agreement (this “**Agreement**”) is made as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between H-E-B, LP, a Texas limited partnership (“**HEB**”), and the City of Murphy, Texas (“**City**”).

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, HEB and City hereby recite and agree as follows:

RECITALS

WHEREAS, HEB may develop a commercial development and related infrastructure improvements on the HEB Parcel (defined below); provided, however that HEB shall have no obligation to pursue such development and related infrastructure on the HEB Parcel, and

WHEREAS, City and HEB wish to address development issues related to the construction and funding of certain infrastructure related to the development of the HEB Parcel and off-site infrastructure that City desires HEB construct that will benefit the HEB Parcel and other property in the vicinity, all as further described herein; and

WHEREAS, City finds that it would be advantageous and beneficial to the City and its citizens to enter into this Agreement on the terms and conditions set forth herein; and

WHEREAS, HEB finds that it would be advantageous and beneficial to HEB to enter into this Agreement on the terms and conditions set forth herein; and

WHEREAS, the Texas Local Government Code authorizes the City to enter into this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**ARTICLE 1.
GENERAL PROVISIONS**

1.1 Definitions. The following terms shall have the meaning set forth below:

(a) HEB Parcel. That parcel of land located generally at the location southwest of the intersection of FM 544 and McCreary Road in Murphy and more specifically described in Exhibit A, which is attached hereto and hereby incorporated into this Agreement.

(b) Murphy HEB. The HEB grocery store currently being constructed on the HEB Parcel; provided, however, that HEB shall have no obligation to complete such construction or open for business.

(c) Owner. The owner of any portion of the HEB Parcel and its respective successors or assigns.

**ARTICLE 2.
CONSTRUCTION OF TRAIL**

2.1 Construction of the City Trail. The City shall construct, at the City’s cost and expense, a hiking and biking trail for public use (the “**City Trail**”) in the HEB Parcel within the general area depicted on the site plan attached hereto as Exhibit B, as further determined by HEB and the City during the final plat approval process. The City shall construct the City Trail in accordance with all applicable laws, ordinances and regulations of the applicable governmental authorities; provided, however, that in no event shall the City commence construction of the City Trail during the one hundred eighty (180) day period following the date the Murphy HEB store opens for business. The City Trail shall be no larger than ten (10) feet in width. The City is granted a temporary construction easement, commencing one hundred eighty (180) days following the date the Murphy HEB store opens for business, over and across a portion of the HEB Parcel labeled as the “**6’ Trail Dedication**” on Exhibit B for the limited purpose of constructing the City Trail. This temporary construction easement shall automatically expire and terminate upon the completion of the City Trail, and certification of such completion by the City’s engineer and HEB’s engineer. In connection with its construction of the City Trail, the City shall not permit any mechanic’s or materialman’s liens to be filed against the HEB Parcel. Upon completion of the City Trail, and certification of such completion by the City’s engineer and HEB’s engineer, HEB will grant a public trail easement to the City over and across the City Trail in the form attached hereto as Exhibit A-1.

2.3 Drainage Improvements. City agrees that in no event will the City Trail affect or change the drainage requirements or improvements on the HEB Parcel.

**ARTICLE 3
LANDSCAPING**

3.1 Tree Mitigation Fee. The City hereby waives all tree mitigation requirements for the HEB Parcel and has approved a variance from tree preservation requirements as set forth herein. In lieu of planting trees to replace those lost in development of the HEB Parcel, within thirty (30) days following HEB’s receipt of an invoice from the City for the Tree Mitigation Fee (defined below) and the City’s signed W-9 form, HEB shall pay to the City the sum of Sixty Five Thousand and No/100 Dollars (\$65,000.00) (the “**Tree Mitigation Fee**”), in full satisfaction of all tree mitigation and preservation requirements related to the HEB Parcel.

3.2 Visual Mitigation. HEB agrees to provide non-structural aesthetic and visual mitigation of the exposed faces of retaining walls within the HEB Parcel through the use of landscape treatments, plantings, or other similar enhancements, with the objective of mitigating the visual impact of such retaining walls from the area of S. Maxwell Creek Road. The visual mitigation shall substantially conform with the plans and specifications in Exhibit C attached hereto. HEB shall also allow all protected trees, undergrowth, and vegetation within the floodplain to remain in a natural state, unhindered from growth, to restore natural screening, unless otherwise required to be removed or modified by a governmental entity or in connection with HEB's development on the HEB Parcel.

ARTICLE 4 TRAFFIC MITIGATION AND ROW IMPROVEMENTS

4.1 Traffic Signal and Fiber Optic Communication for Traffic Signals. HEB shall, at its sole cost and subject to TxDOT's final approval and requirements, install a new traffic signal per the TxDOT Authorization Memo dated December 3, 2025, and a fiber optic communication device between the new northwest signal and the McCreary Road traffic signal in accordance with TxDOT standards, including but not limited to, TxDOT's fiber cable requirements, installation standards, and construction methods. In no event shall the City or HEB be responsible for the maintenance of this signal, nor the communication device and its improvements, which maintenance obligation shall be the responsibility of TxDOT. The signal and all improvements shall be subject to TxDOT's final approval and requirements, and shall be dedicated to TxDOT in accordance with their requirements.

4.2 F.M. 544 Intersection Delay Study. No earlier than sixty (60) days and no later than one hundred fifty (150) days after the Murphy HEB store opens for business (provided that HEB has no obligation to open for business), HEB shall conduct, or cause to be conducted, at its sole expense, an intersection delay study for the F.M. 544 intersections at Maxwell Creek Road and McCreary Road, subject to TxDOT's final approval and requirements. The study shall be provided to the City of Murphy and TxDOT, on an AS-IS, WHERE-IS basis, without representations or warranties by HEB, within sixty (60) days of the completion of the study. In addition, any changes to the study requested by the City of Murphy and/or TxDOT (as applicable) shall be performed at the sole cost and expense of the requesting party.

4.3 F.M. 544 Median Enhancements. HEB agrees to complete, at its cost, enhancements to the median of F.M. 544 in conformance with plans and specifications provided in Exhibit D attached hereto and subject to TxDOT's final approval and requirements, for the purpose of completing the City of Murphy Median Enhancement Project delayed due to the proposed signal by HEB.

**ARTICLE 5
INSURANCE AND INDEMNITY**

5.1 Insurance. City shall maintain public liability insurance insuring against claims on account of lost life, bodily injury or property damage that may arise from its construction of the City Trail and/or use or occupancy of the temporary construction easement granted herein, or caused by City, or caused by those persons for whose acts and omissions the City is legally liable. City shall obtain an insurance policy, according to the provisions hereof, covering the temporary construction easement areas and City Trail from a reputable insurance company or companies qualified to do business in the State of Texas; and such policy of insurance shall have limits for loss of life or bodily injury in amounts of not less than \$2,000,000.00 for each person and \$2,000,000.00 for each incident or occurrence and \$2,000,000.00 for property damage for each incident or occurrence. City shall furnish to HEB one or more certificates of insurance evidencing the existence of the insurance required above.

5.2 Indemnity. By acceptance of the temporary construction easement granted herein, and to the extent permitted by Texas law, the City agrees to indemnify, defend and hold harmless HEB, its partners, employees, contractors, invitees and agents, from and against any loss, cost, damage, liability, attorney fees, expenses, or claims, actual or threatened, attributable to, arising out of and/or related to (i) City's and/or its employees, contractors, invitees and agents construction of the City Trail and/or use of the temporary construction easement and/or (ii) any breach or default of any provision of this Agreement by City and/or its employees, contractors, invitees and agents.

**ARTICLE 6
DEFAULT**

6.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

6.2 Remedies. If a party is in default under this agreement, the aggrieved party may pursue any rights or remedies available to the aggrieved party hereunder, or at law or in equity.

**ARTICLE 7.
MISCELLANEOUS**

7.1 Notices. All notices, demands, statements, and requests (each, a “notice”) required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the party to whom the notice is addressed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt request, or (iii) on the date the notice is delivered by a pre-paid courier services (including Federal Express, UPS, Express Mail, Lone Star or similar operation) to the address of the party to whom it is directed. The address of the parties to this Agreement is set forth below:

City: City of Murphy
206 N. Murphy Rd.
Murphy, TX 75094
Attn: Aretha Adams, City Manager
Telephone: 972-468-4011

With copies to: Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, TX 75034
Attn: Andy Messer
Telephone: 972-668-6400
Fax: 972-668-6414

HEB: H-E-B, LP
646 South Flores Street
San Antonio, Texas 78204
Attn: Benjamin R. Scott
Telephone: (210) 938-8766
Fax: (210) 938-7788

With copy to: Golden Steves & Gordon, LLP
200 E. Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Ami Gordon
Telephone: (210) 745-3700
Fax: (210) 745-3737

Each party hereto shall have the right from time to time and at any time, upon at least ten (10) days’ prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America for notice to such party; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a

notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

7.2 Authority and Enforceability. The City represents and warrants that (i) it has all authority to enter into this Agreement and (ii) this Agreement has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. HEB represents and warrants that this Agreement has been approved by appropriate action of HEB and that the individual executing this Agreement on behalf of Company has been duly authorized to do so.

7.3 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for the other party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

7.4 Time. Time is of the essence of this Agreement.

7.5 Assignment; Binding Effect. City shall not assign its rights in whole or in part hereunder to any other party. The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to the HEB Parcel and for the benefit of the City and shall run with the land for the periods set forth herein. This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations hereunder are performable in Collin County, Texas.

7.6 Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement shall be governed by the laws of the State of Texas and venue for any action hereunder shall be in Collin County, Texas.

7.7 Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms contained herein.

7.8 Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

7.9 No Dedication. Except the grant of the temporary construction easement for the construction of the City Trail and as otherwise agreed to by the parties, nothing herein contained shall be deemed to be a gift or dedication of any portion of the property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. Except as set forth herein, this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof.

7.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

7.11 Amendment. This Agreement may only be cancelled, changed, modified or amended in whole or in part by a written and recorded amendment or termination duly executed for recording by all of the Owners of the HEB Parcel and the City.

[Signature Page Follows]

EXECUTED effective the date first written above.

HEB:

H-E-B, LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Title: Group Vice President of Real Estate and
Shopping Center Development

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Benjamin R. Scott, the Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for
The State of Texas

CITY:

CITY OF MURPHY, TEXAS,

By: _____
Name: Scott Bradley
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by Scott Bradley, Mayor of the City of Murphy, Texas, on behalf of the City of Murphy,
Texas.

Notary Public in and for the State of Texas

Name printed or typed
My commission expires: _____

ATTEST:

BY: _____
Kandi Jackson, City Secretary, City of Murphy, Texas

DATE: _____

APPROVED AS TO FORM:

BY: _____
Jonathan Moss, Assistant City Attorney

EXHIBIT A

DESCRIPTION OF HEB PARCEL

Lot 3R, Block 1, McCreary Marketplace, in the City of Murphy, Collin County, Texas

EXHIBIT A-1

FORM OF PUBLIC TRAIL EASEMENT

[attached]

EXHIBIT A-1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC TRAIL EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

That **H-E-B, LP**, a Texas limited partnership (“Grantor”), owner of the real property described herein, whose address is 646 South Flores Street, San Antonio, Texas 78204, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by the **CITY OF MURPHY, TEXAS** (“Grantee”), a Texas home-rule municipality, whose address is 206 N. Murphy Road, Murphy, Texas 75094, the receipt and sufficiency of which is hereby acknowledged; has granted, sold, and conveyed, and by these presents does hereby grant, sell, and convey unto Grantee, its successors and permitted assigns, an easement for public use of the existing trail located on such easement, to include the right of ingress, egress, and regress therein, and to erect, construct, reconstruct, install, place, repair, operate, use, inspect, modify, remove, replace, resize, and maintain the existing trail, and for no other purpose (collectively referred to herein as the “Easement Purpose”), over, along, across, under, into, and through the following described property of Grantor (the “Easement”):

A _____ acre Easement out of _____ in Collin County, Texas according to the map or plat thereof, recorded in the Map and Plat Records of Collin County, Texas in Book/Volume _____ on Page _____, the Easement being more particularly described and depicted in **Exhibit A**, attached hereto and made a part hereof for all purposes. *[Note: Legal description of Easement to be determined by Grantor and Grantee during Grantor’s final plat approval process]*

The Easement is subject to the following terms and provisions:

1. With the exception of the existing trail (“City Trail”) located within the Easement, Grantee will avoid any other above-ground obstructions within the Easement.
2. Grantee shall have no right to and shall not use any other part of Grantor’s property outside of the Easement, except where previously granted authority to do so, if any.
3. Grantee shall have the right to fully use and enjoy the Easement for the Easement Purpose. Grantor agrees not to unreasonably interfere with Grantee’s ability to use or maintain the Easement for the Easement Purpose.
4. Grantee, its successors, and permitted assigns shall enjoy the rights, benefits, and privileges herein conveyed until relinquished and released by written instrument executed by Grantee. Grantee may not assign the Easement or rights granted herein unless prior written consent is granted by Grantor.

062007.01771

EXHIBIT A-1

Where such assignment occurs, such successor and assign shall enjoy the same rights, benefits, and privileges herein conveyed.

5. Grantee shall maintain public liability insurance insuring against claims on account of lost life, bodily injury or property damage that may arise from its use or occupancy of the Easement or rights granted herein, or caused by Grantee, or caused by those persons for whose acts and omissions the Grantee is legally liable. Grantee shall obtain an insurance policy, according to the provisions hereof, covering the Easement and City Trail from a reputable insurance company or companies qualified to do business in the State of Texas; and such policy of insurance shall have limits for loss of life or bodily injury in amounts of not less than \$2,000,000.00 for each person and \$2,000,000.00 for each incident or occurrence and \$2,000,000.00 for property damage for each incident or occurrence. Grantee shall furnish to Grantor one or more certificates of insurance evidencing the existence of the insurance required above.
6. To the extent permissible by law, Grantee agrees to save and hold Grantor free and harmless from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions in the use or occupation of the Easement by Grantee, its employees, or any other persons acting under its control.
7. Grantee shall maintain and repair the Easement and the existing trail located within the Easement, and landscaping within the Easement (including but not limited to removal of trees and vegetation blocking access to the City Trail), at Grantee's sole cost and expense; provided, however, that in no event shall Grantee modify the path of the trail without Grantor's consent. Grantee agrees to pay, prior to delinquency, all costs and expenses associated with any maintenance and repair work performed or constructed by or on behalf of Grantee.
8. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments whether of record or not which affect the Easement property.
9. Grantor reserves and retains the right to use and enjoy the surface and subsurface of the Easement and to convey, plat, and/or dedicate similar rights and easements, as well as other types of rights and easements, to such other persons or entities as Grantor may deem proper, provided that such other uses and conveyances do not unreasonably affect Grantee's use of the Easement. It is expressly provided that Grantor reserves unto itself, its successors and assigns, all other rights in and to the Easement which do not unreasonably interfere with or prevent the use of the easement herein granted and conveyed to Grantee. Grantee expressly acknowledges that Grantor shall have the right to dedicate, construct, place, maintain, lay, inspect, protect, operate, repair, alter, substitute, replace and remove roadways, streets, sidewalks, parking lots, signage, landscaping and electric, gas, sewer, water and other public utilities in, on, over, under, across and through the Easement, and such uses will not unreasonably interfere with or prevent Grantee's use of the Easement.
10. Grantor shall have the right to relocate the Easement to another location on Grantor's adjacent property, subject to the Grantee's approval which shall not be unreasonably withheld, conditioned, or delayed. Grantor and Grantee shall execute modification or release documents as necessary in

062007.01771

EXHIBIT A-1

connection with the relocation of the Easement. Any such modification documents shall have terms no less favorable than the terms set forth herein.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto Grantee for the purposes hereinabove recited.

[signatures on the following page]

062007.01771

EXHIBIT A-1

IN WITNESS WHEREOF, GRANTOR has executed this Grant of an Easement on the date set forth below (the "Effective Date").

GRANTOR

H-E-B, LP,
a Texas general partnership

By: _____
Name: Benjamin R. Scott
Title: Group Vice President of Real Estate and Shopping Center Development

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Benjamin R. Scott, the Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for
The State of Texas

After Recording Return To:

City of Murphy
Attn: _____
206 N. Murphy Road
Murphy, Texas 75094

062007.01771

EXHIBIT A-1

Exhibit A

[attached]

062007.01771

EXHIBIT B

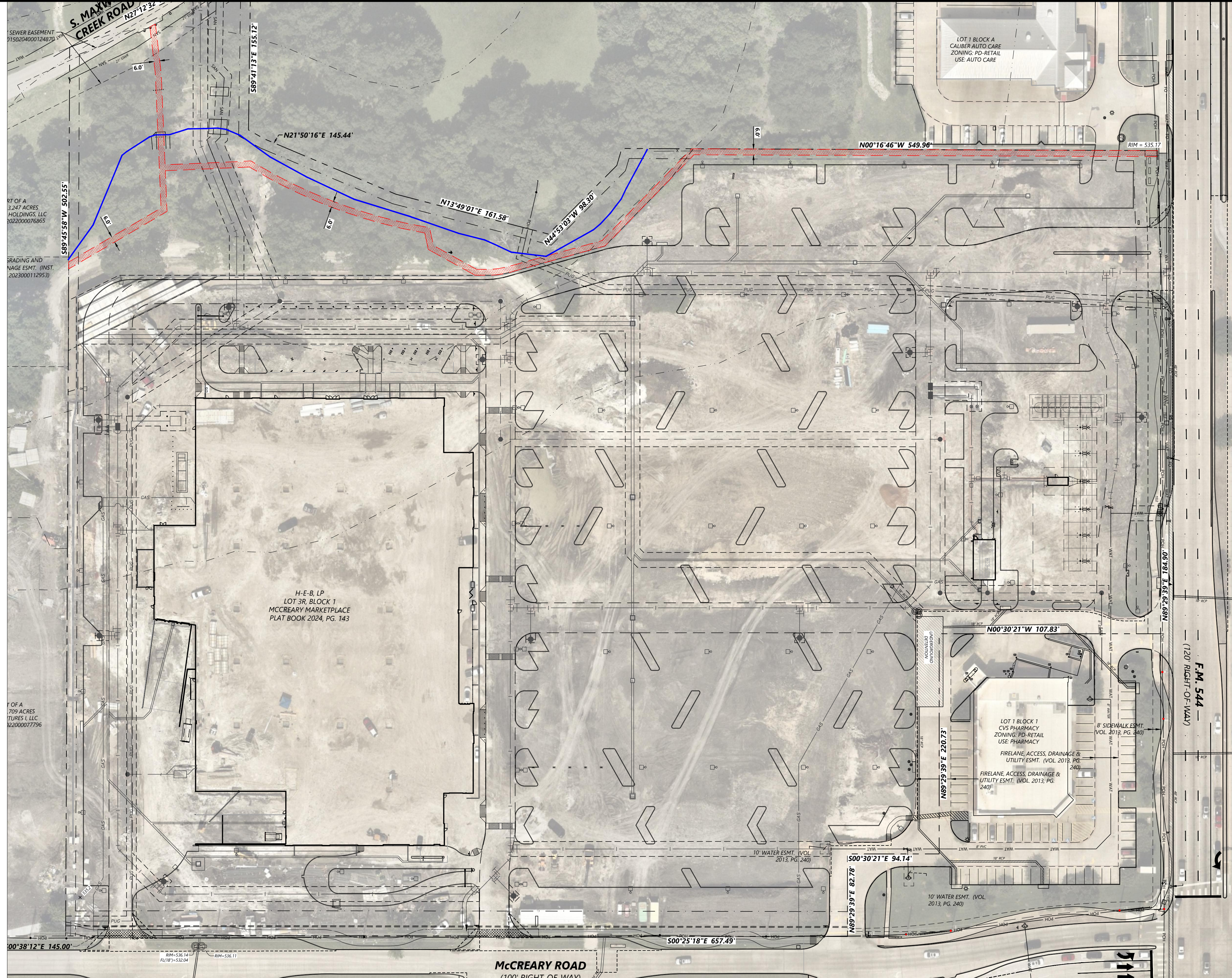
DEPICTION OF APPROXIMATE LOCATION OF CITY TRAIL

DISCLAIMER: Except as otherwise expressly set forth in this Agreement, the location of access drives, curb cuts, buildings, occupants, uses, and other improvements on the HEB Parcel as depicted on this Exhibit B are for illustrative purposes only and may be modified by HEB from time to time. Except as otherwise expressly set forth in this Agreement, HEB makes no representations regarding the construction, existence or availability of the same, nor shall HEB be deemed to have any responsibility to construct the same.



[attached]

EXHIBIT B HEB MURPHY TRAIL CITY OF MURPHY, TEXAS

© 2026 Westwood Professional Services, Inc.



LEGEND

-  6' TRAIL DEDICATION
-  APPROX. TOP OF BANK

N:\0007938.01\06 CAD\DWG\SITE DESIGN\C3D\7938.01-EX-TRAIL.DWG

Westwood

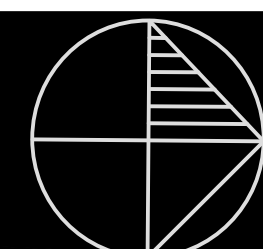
Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
 Toll Free (888) 937-5150 Plano, TX 75093
 Firm No. F-11756 westwoodps.com
 Westwood Professional Services, Inc.

McCREARY ROAD
(100' RIGHT-OF-WAY)

EXHIBIT
FOR CONCEPTUAL REFERENCE ONLY

50'
100'
150'

MARCH 2026
#0007938.01



7938.01-EX-TRAIL.dwg

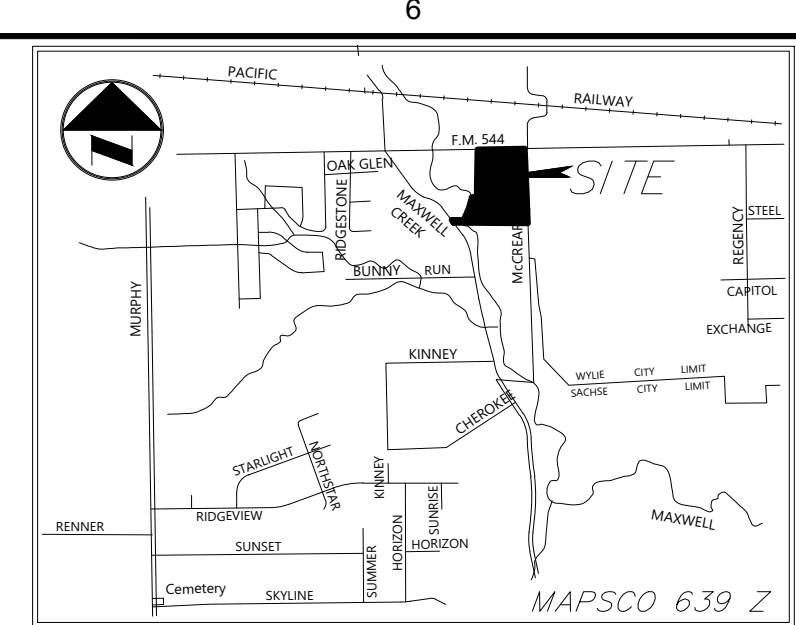
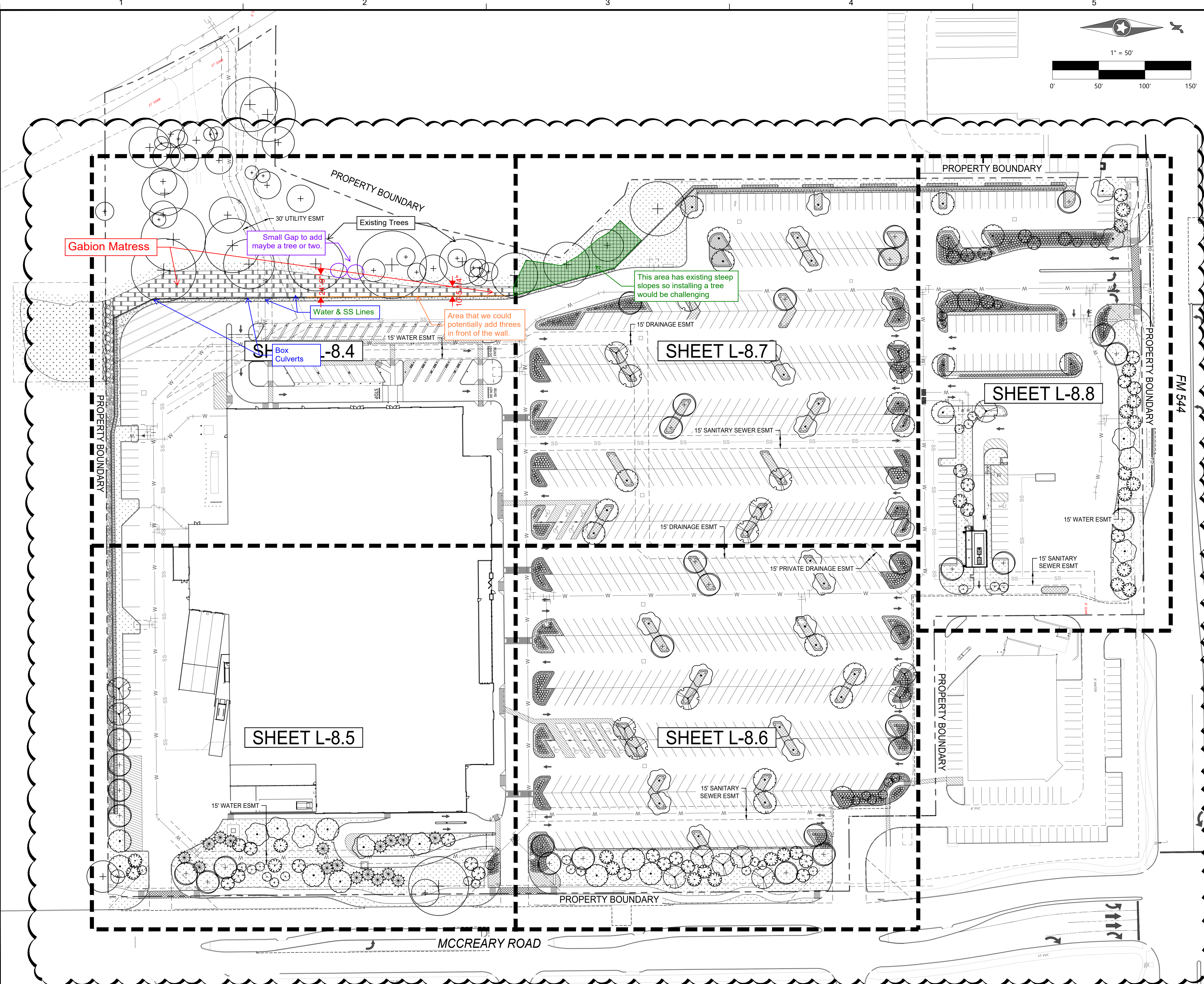
EXHIBIT C

PLANS AND SPECIFICATIONS FOR VISUAL MITIGATION

DISCLAIMER: Except as otherwise expressly set forth in this Agreement, the location of access drives, curb cuts, buildings, occupants, uses, and other improvements on the HEB Parcel as depicted on this Exhibit C are for illustrative purposes only and may be modified by HEB from time to time. Except as otherwise expressly set forth in this Agreement, HEB makes no representations regarding the construction, existence or availability of the same, nor shall HEB be deemed to have any responsibility to construct the same.

[attached]

Date: Oct 09, 2025, 11:22am User: ID: SRobinson
 File: N:\00079338.01\06 CAD\DWG\Landscaping\A\181_CAD\DWG\Landscaping\A\181_L-8.dwg



E6 VICINITY MAP
 NOT TO SCALE

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
(Symbol)	QS	Shumard Red Oak
(Symbol)	QV	Live Oak
(Symbol)	UC	Cedar Elm
(Symbol)	LP	Lacebark Elm
(Symbol)	CT	Texas Redbud
(Symbol)	CW	Bubba Jones Desert Willow
(Symbol)	JE	Eastern Red Cedar
(Symbol)	MC	Southern Wax Myrtle
(Symbol)	AE	Edward Goucher Abelia
(Symbol)	MA	Autumn Blush Pink Muhly Grass
(Symbol)	MP	Dwarf Wax Myrtle
(Symbol)	TS	Texas Sedge
(Symbol)	CB	Celebration Bermudagrass
(Symbol)	EC	Purple-leaf Wintercreeper
(Symbol)	NB	Native Bull Rock

GROUND COVERS

(Symbol)	Decomposed Granite (DG)
(Symbol)	Texas Sedge
(Symbol)	Celebration Bermudagrass
(Symbol)	Purple-leaf Wintercreeper
(Symbol)	Native Bull Rock

CAUTION !!!
 EXISTING UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION. TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

Texas 811
 RETAINING WALL DESIGN BY OTHERS

B6 LEGEND
 NOT TO SCALE

FLOODPLAIN INFORMATION
 ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48055C0415 DATED 06-02-2009 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X, ZONE AE AND A FLOODWAY.

LEGAL DESCRIPTION:
 LOT 3R, BLOCK 1
 MCCREARY MARKETPLACE

BENCHMARKS:
 BENCHMARK #1
 SQUARE CUT FOUND ON CURB INLET SOUTH SIDE OF FM 544 (KIRBY STREET), 108.54 FEET EAST OF THE EAST CURB LINE OF MCCREARY ROAD.
 ELEVATION = 545.13

BENCHMARK #2
 X-CUT SET ON NORTH END OF CONCRETE CURB MEDIAN OF MCCREARY ROAD, LOCATED 1.7208 SOUTH OF THE CENTERLINE OF FM 544 (KIRBY STREET).
 ELEVATION = 533.66

PLEASE BE ADVISED, THIS DOCUMENT MAY CONTAIN SENSITIVE AND/OR PROPRIETARY INFORMATION AND THEREFORE MUST BE TREATED AS A CONFIDENTIAL DOCUMENT. ACCEPTANCE OF THIS DOCUMENT CONSTITUTES AN AGREEMENT THAT THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN SHALL BE MAINTAINED AND TRANSMITTED IN A CONFIDENTIAL MANNER. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED, RELEASED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF H.E.B. GROCERY. ANY DISTRIBUTION TO NON-H.E.B. ENTITIES OR PERSONS MUST BE SUBJECT TO A WRITTEN CONFIDENTIALITY AGREEMENT.

A6 PROJECT INFO
 NOT TO SCALE

SCALE: AS INDICATED	CITY REVISION 1
DATE: 11/09/2024	CITY REVISION 2
SHEET NO. L-8.3	

Westwood
 2021 Collins Parkway, Suite 400
 Plano, TX 75093
 (972) 422-4660
 (972) 937-5156
 westwood@westwood.com
 Westwood Professional Services, Inc.
 18051 Stonehollow Lane, Suite 100
 Dallas, TX 75244
 (214) 343-1100

RESERVED LANDSCAPE ARCHITECT
TRICIA A. WOLFE
 2225
 STATE OF TEXAS
 07.28.2025

H-E-B

OVERALL PLANTING PLAN

HEB MURPHY STORE #818
 SWC FM 544 AT MCCREARY RD
 MURPHY, TEXAS 75094

A1 OVERALL PLANTING PLAN
 1" = 50'

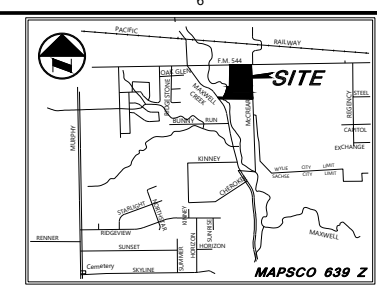
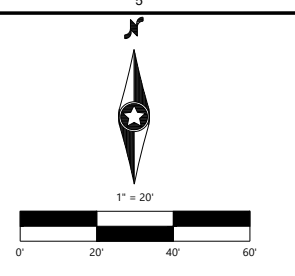
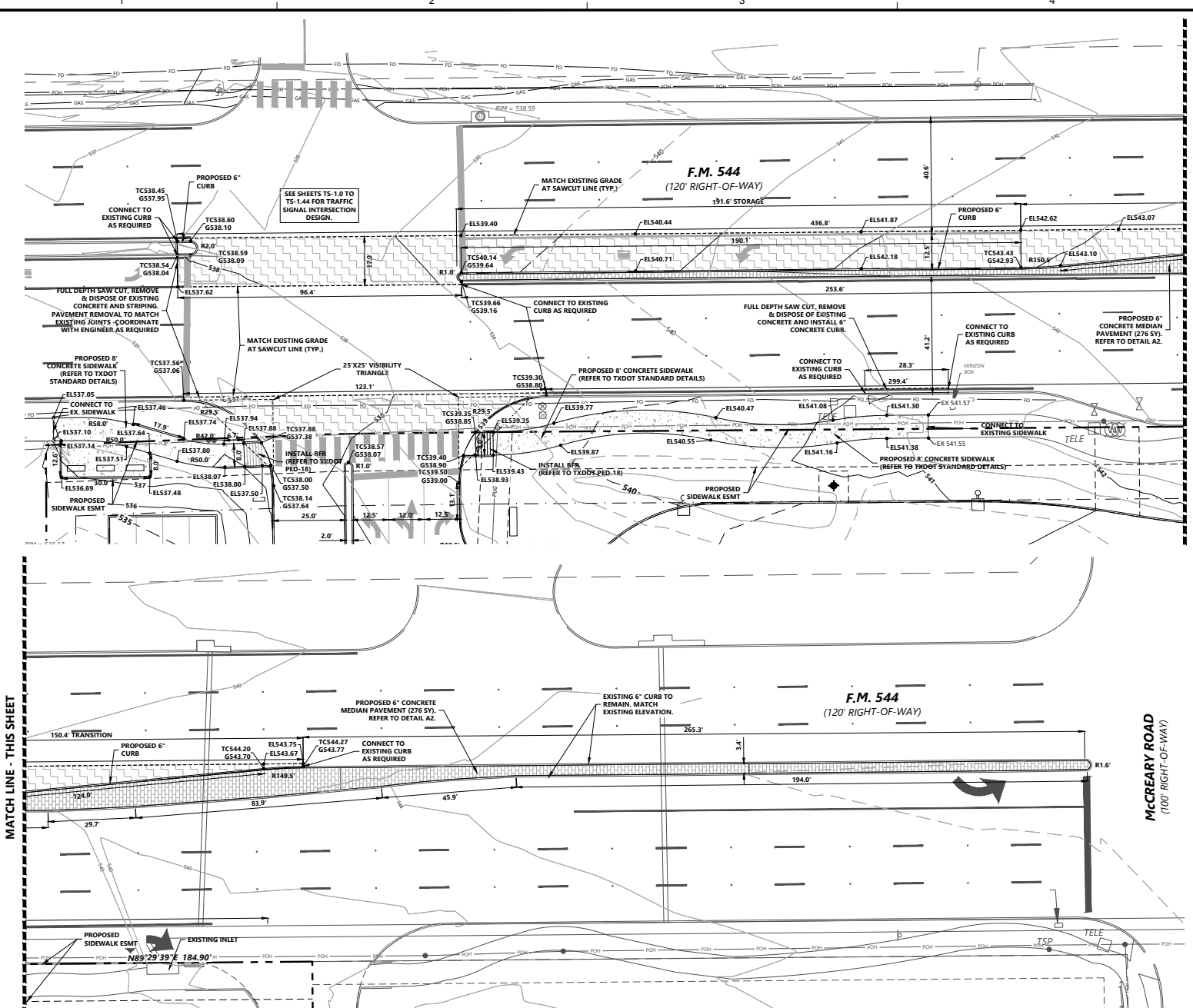
Exhibit D

PLAN SHOWING MEDIAN IMPROVEMENTS TO BE COMPLETED BY HEB

DISCLAIMER: Except as otherwise expressly set forth in this Agreement, the location of access drives, curb cuts, buildings, occupants, uses, and other improvements on the HEB Parcel as depicted on this Exhibit D are for illustrative purposes only and may be modified by HEB from time to time. Except as otherwise expressly set forth in this Agreement, HEB makes no representations regarding the construction, existence or availability of the same, nor shall HEB be deemed to have any responsibility to construct the same.

[attached]

Date: Jan 20, 2026, 11:42am User ID: CEP/rlm/om File: N:\000793801\06 CAD\DWG\Site Design_C30\7038_01-C_P1.dwg



E6 VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
○	○	PROPERTY CORNER BENCHMARK
○	○	LIGHT STANDARD
○	○	POWER POLE
○	○	DOWN CUT
○	○	FIRE HYDRANT
○	○	WATER VALVE
○	○	WATER METER
○	○	GAS METER
○	○	FENCE
○	○	ELECTRICAL MANHOLE
○	○	WASTEWATER MANHOLE
○	○	STORMSEWER MANHOLE
○	○	WATER MANHOLE
○	○	CLEAN OUT
○	○	CURB INLET
○	○	HANDICAPPED PARKING SPACE SIGN
○	○	ELECTRIC METER
○	○	ELECTRIC TRANSFORMER
○	○	TELEPHONE SERVICE BOX
○	○	BOLLARD
○	○	OVER HEAD ELEC. LINE
○	○	STORM SEWER LINE
○	○	WATER LINE
○	○	WASTEWATER LINE
○	○	UNDERGROUND ELECTRIC
○	○	GAS LINE
○	○	PROPERTY LINE
○	○	CONTOUR
○	○	LANDSCAPE BUFFER
○	○	FEMA LINE
○	○	RADIUS
○	○	ELEVATION
○	○	TOP OF CURB
○	○	GUTTER
○	○	FM 544 PAVEMENT
○	○	8" CONCRETE (4,000 PSI), 4" HMAC, 6" SUBGRADE
○	○	SEE DETAIL THIS SHEET
○	○	6" CONCRETE MEDIAN PAVEMENT
○	○	SEE DETAIL THIS SHEET
○	○	PUBLIC SIDEWALK PAVEMENT
○	○	REFER TO TxDOT STANDARD DETAILS

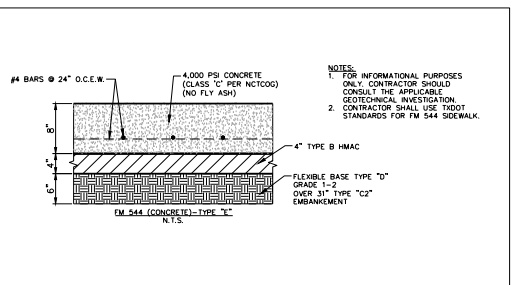
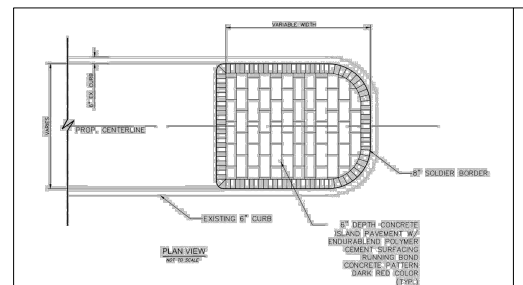
B6 LEGEND
NOT TO SCALE

FLOODPLAIN INFORMATION
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48085C0415J DATED 08-02-2009 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X, ZONE AE AND A FLOODWAY.
LEGAL DESCRIPTION:
LOT 39, BLOCK 1
MCCREARY MARKETPLACE
BENCHMARKS:
BENCHMARK #1
SQUARE CUT FOUND ON CURB INLET SOUTH SIDE OF FM 544 (KIRBY STREET), 108.5± FEET EAST OF THE EAST CURB LINE OF MCCREARY ROAD. ELEVATION = 545.15
BENCHMARK #2
C-CUT SET ON NORTH END OF CONCRETE CURB MEDIAN OF MCCREARY ROAD, LOCATED 1,720± SOUTH OF THE CENTERLINE OF FM 544 (KIRBY STREET). ELEVATION = 533.66

A6 PROJECT INFO
NOT TO SCALE

ADA ROUTE
NOTE:
MAXIMUM SLOPE FOR ALL ADA PATHS 5%; MAX. CROSS FALL IS 2%; FOR THE FIRST FIVE FEET FROM THE DOOR A 2% SLOPE (MAX.) MUST BE MAINTAINED

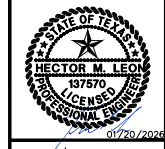
GEOTECHNICAL REPORT
NOTE:
WORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT (NO. 25457) BY REED ENGINEERING GROUP, LTD., RONALD F REED, P.E. & DANIEL R KOVACICH, P.E.
DATED: JULY 31, 2024



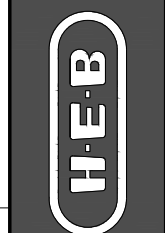
A1 TxDOT PAVING, GRADING, & DIMENSIONAL CONTROL PLAN
1" = 20'

A2 6" CONCRETE MEDIAN PAVEMENT
N.T.S.

A3 FM 544 PAVEMENT
1" = 20'



Westwood
2901 DUBOIS PARKWAY, SUITE 400
MURPHY, TEXAS 75094
PHONE: (972) 797-2525
WWW.WESTWOODP.COM



TxDOT PAVING, GRADING, & DIMENSIONAL CONTROL PLAN
HEB MURPHY STORE #818
SWC FM 544 AT MCCREARY RD
MURPHY, TEXAS 75094

T-2.0
SHEET NO.



Development Services
June 2, 2026

ISSUE:

Consider and/or Act on Case No. 2026-005, an application submitted by JBI Partners, Inc. requesting approval of a Construction Plat for The Enclave at Maxwell Creek Phase 2, consisting of 11.978 acres within Abstract No. 579, Henry Maxwell Survey. Stephanie Scott-Sims, AICP, Planning Manager

SUMMARY:

JBI Partners, Inc. is requesting approval of a Construction Plat for Phase 2 of The Enclave at Maxwell Creek, consisting of the remaining 40 residential lots. The Final Plat for Phase 1 was recorded with Collin County on October 14, 2025. Associated civil engineering plans, including a flood study, are currently under review, and construction of the initial 64 homes in Phase 1 is underway.

ACTION REQUIRED:

Consider and/or Act on approval of the Construction Plat. On May 7, 2026, the Planning & Zoning Commission recommended approval with a vote of 6 to 1. Commissioner Johnson was opposed.

BACKGROUND/HISTORY:

- The original zoning and concept plan for the property was approved in March 2022 with PD22-03-1253.
- The zoning and concept plan were amended in August 2023 with PD23-08-1321.
- The plat for Phase 1 was filed with Collin County on October 14, 2025.

ATTACHMENTS:

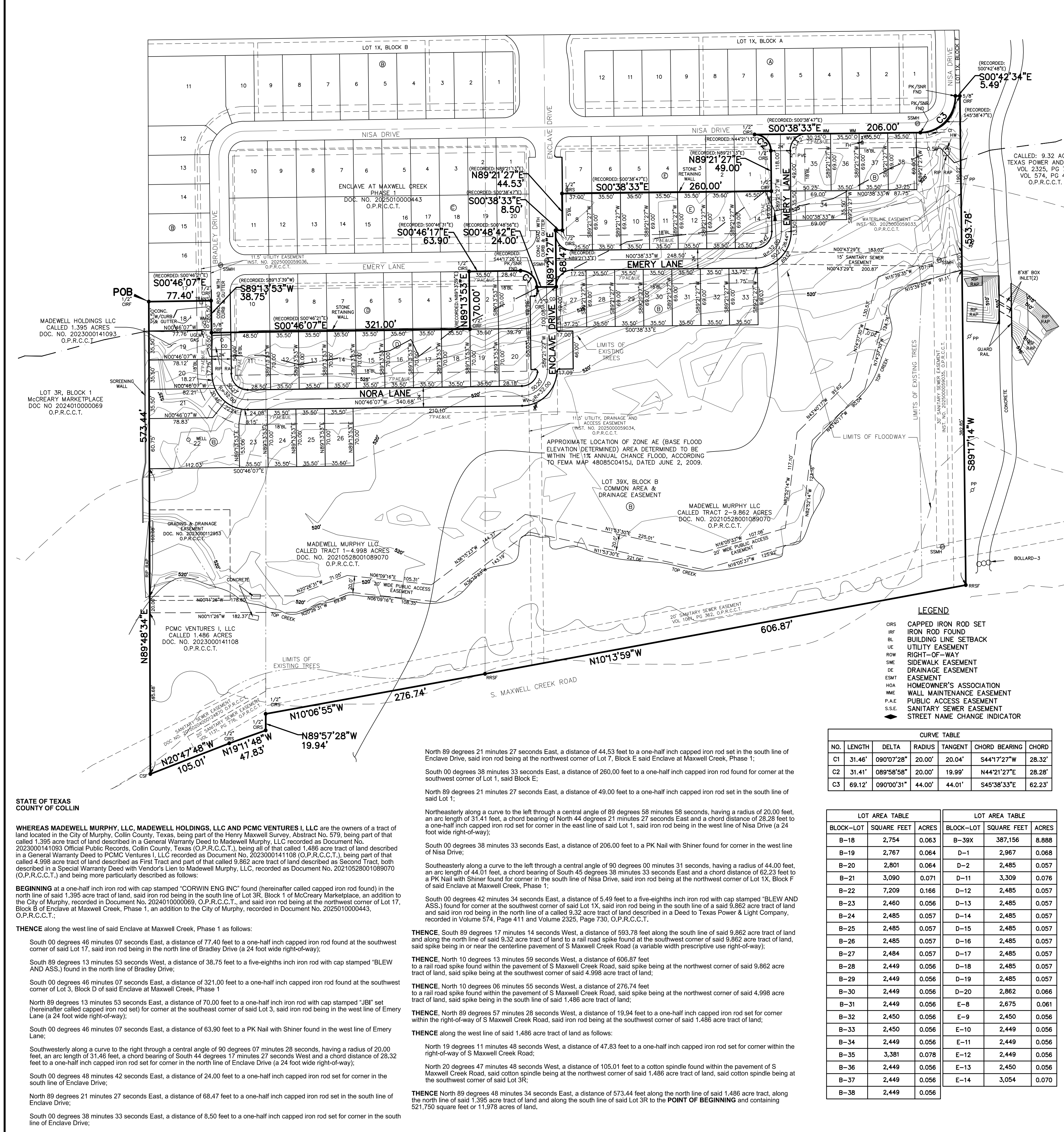
[Enclave at Maxwell Creek Phase II - Construction Plat 2nd Submittal](#)

[The Enclave Phase 2 Construction Plat Review No.2](#)

[Enclave Phase 2- FD Review Notes 03 - 4.27.2026](#)

[Enclave at Maxwell Creek Phase II - Construction Plat 2nd Submittal NSI Review](#)

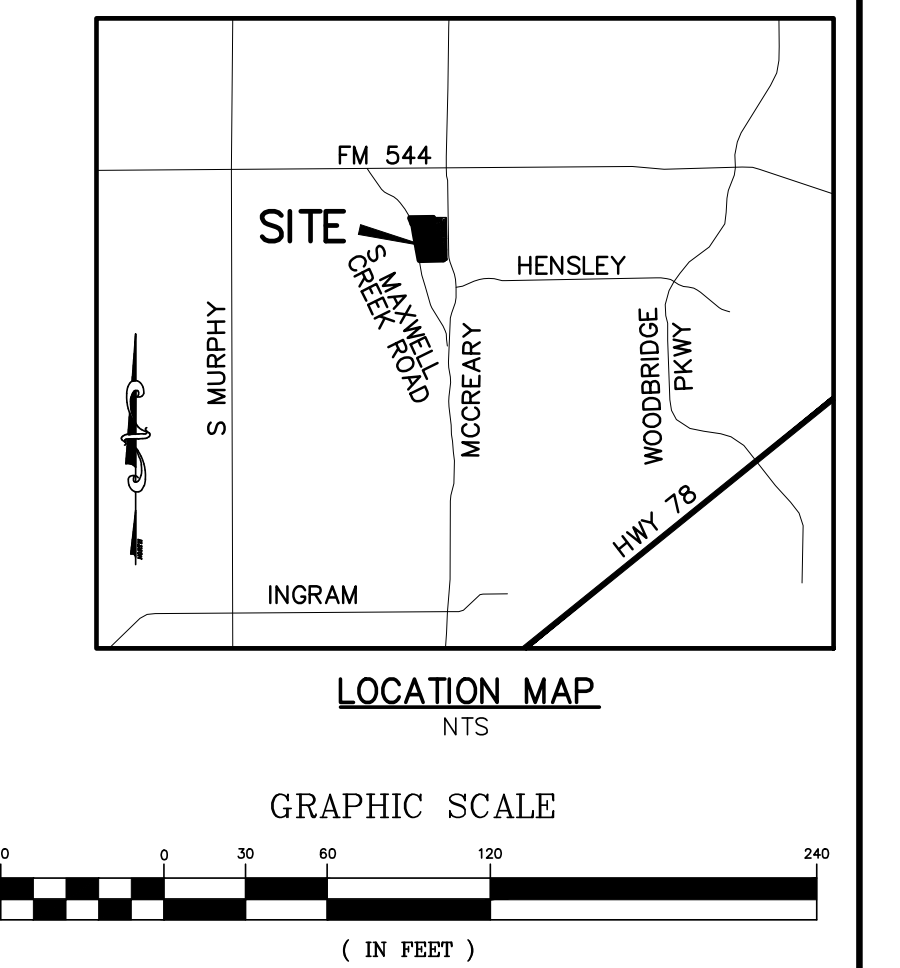
[ENCLAVE Phase 2-Construction Plat MFR Review 02 w comments](#)



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as ENCLAVE MAXWELL CREEK PHASE 2, an addition to the City of Murphy, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon.

The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.



WITNESS, my hand, this _____ day of _____, 2026.

OWNER:

By: _____
Printed name and title

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, Billy M. Logsdon, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

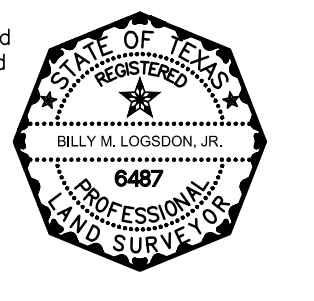
Billy M. Logsdon, Jr.
Registered Public Land Surveyor No. 6487

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared BILLY M. LOGSDON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas



CITY APPROVAL OF CONSTRUCTION PLAT

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY:

Signature of Chairperson _____ Date _____
City of Murphy, Texas

APPROVED BY:

Signature of Mayor _____ Date _____
City of Murphy, Texas

ATTEST:

City Secretary _____ Date _____

CITY APPROVAL OF CONSTRUCTION PLAT

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY:

Signature of Chairperson _____ Date _____
Planning and Zoning Commission
City of Murphy, Texas

APPROVED BY:

Signature of Mayor _____ Date _____
City of Murphy, Texas

ATTEST:

City Secretary _____ Date _____

CONSTRUCTION PLAT

**ENCLAVE AT MAXWELL CREEK,
PHASE 2**

40 TOTAL RESIDENTIAL LOTS AND
1 HOA LOT
PLANNED DEVELOPMENT—205—SINGLE FAMILY—7

11.978 ACRES OUT OF THE
HENRY MAXWELL SURVEY, ABSTRACT NO. 579;
CITY OF MURPHY, COLLIN COUNTY, TEXAS

OWNER:

By: _____
Printed name and title

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

NOTES:

- All interior property corners are marked with a 1/2" iron rod with a yellow cap stamped "JBI" unless otherwise noted.
- FLOOD STATEMENT:** According to Community Panel Nos. 48085C04154, District No. 02, 2009 of the Federal Emergency Management Agency National Flood Insurance Program Map, this property is within Flood Zone "AE" (Areas subject to inundation by the 1% Annual Chance Flood - a Special Flood Hazard Area) and Flood Zone "X" (Areas determined to be outside 500-year floodplains), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
- The purpose of this plat is to create 40 single family lots and 1 HOA lot.
- The subject property is zoned Single Family Patio Homes "SF-PH" per the City of Murphy online zoning map.
- Bearings shown hereon are derived from the Texas State Plane Coordinate System North Central Zone (4202) based on GPS observations. Coordinates shown hereon are grid coordinates.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.

PCMC VENTURES I, LLC OWNER
3401 Westway Court
Plano, Texas 75093

MADEWELL HOLDINGS, LLC OWNER
MADEWELL MURPHY, LLC
4532 White Rock Lane
Plano, Texas 75024

D.R. HORTON—TEXAS, LTD. DEVELOPER
4306 Miller Road, Suite A
Rowlett, Texas 75088
Contact: David Booth (469) 443-5938

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300
Corrollton, Texas 75006
Contact: Brittany Crenshaw
TBPELS No. F-438 TBPELS No. 10076000 (972) 248-7676

Submitted: _____ Sheet 1 of 1
PREPARED BY: BML CHECKED BY: BML DATE: 04/09/2026

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC are the owners of a tract of land located in the City of Murphy, Collin County, Texas, being part of the Henry Maxwell Survey, Abstract No. 579, being part of that called 1,395 acre tract of land described in a General Warranty Deed to Madewell Murphy, LLC recorded as Document No. 2023000141093 Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being all of that called 1,486 acre tract of land described in a General Warranty Deed to PCMC Ventures I, LLC recorded as Document No. 2023000141108 (O.P.R.C.C.T.), being part of that called 4,998 acre tract of land described as First Tract and part of that called 9,862 acre tract of land described as Second Tract, both described in a Special Warranty Deed with Vendor's Lien to Madewell Murphy, LLC, recorded as Document No. 20210528001089070 (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "CORWIN ENG INC" found (hereinafter called capped iron rod found) in the north line of said 1,395 acre tract of land, said iron rod being in the south line of Lot 3R, Block 1 of McCrory Marketplace, an addition to the City of Murphy, recorded in Document No. 2024010000069, O.P.R.C.C.T., and said iron rod being at the northwest corner of Lot 17, Block B of Enclave at Maxwell Creek, Phase 1, an addition to the City of Murphy, recorded in Document No. 2025010000443, O.P.R.C.C.T.

THENCE along the west line of said Enclave at Maxwell Creek, Phase 1 as follows:

South 00 degrees 46 minutes 07 seconds East, a distance of 77.40 feet to a one-half inch capped iron rod found at the southwest corner of said Lot 17, said iron rod being in the north line of Bradley Drive (a 24 foot wide right-of-way);

South 89 degrees 13 minutes 53 seconds West, a distance of 38.75 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS." found in the north line of Bradley Drive;

South 00 degrees 46 minutes 07 seconds East, a distance of 321.00 feet to a one-half inch capped iron rod found at the southwest corner of Lot 3, Block D of said Enclave at Maxwell Creek, Phase 1

North 89 degrees 13 minutes 53 seconds East, a distance of 70.00 feet to a one-half inch iron rod with cap stamped "JBI" set (hereinafter called capped iron rod set) for corner at the southeast corner of said Lot 3, said iron rod being in the west line of Emery Lane (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 63.90 feet to a PK Nail with Shiner found in the west line of Emery Lane;

Southwestly along a curve to the right through a central angle of 90 degrees 07 minutes 28 seconds, having a radius of 20.00 feet, an arc length of 31.46 feet, a chord bearing of South 44 degrees 17 minutes 27 seconds West and a chord distance of 28.32 feet to a one-half inch capped iron rod set for corner in the north line of Enclave Drive (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 24.00 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

North 89 degrees 21 minutes 27 seconds East, a distance of 68.47 feet to a one-half inch capped iron rod set in the south line of Enclave Drive;

South 00 degrees 38 minutes 33 seconds East, a distance of 8.50 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

North 89 degrees 21 minutes 27 seconds East, a distance of 44.53 feet to a one-half inch capped iron rod set in the south line of Enclave Drive, said iron rod being at the northeast corner of Lot 7, Block E said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 38 minutes 33 seconds East, a distance of 260.00 feet to a one-half inch capped iron rod found for corner at the southwest corner of Lot 1, said Block E;

North 89 degrees 21 minutes 27 seconds East, a distance of 49.00 feet to a one-half inch capped iron rod set in the south line of said Lot 1;

Northeastly along a curve to the left through a central angle of 89 degrees 58 minutes 59 seconds, having a radius of 20.00 feet, an arc length of 31.41 feet, a chord bearing of North 44 degrees 21 minutes 27 seconds East and a chord distance of 28.28 feet to a one-half inch capped iron rod set for corner in the east line of said Lot 1, said iron rod being in the west line of Nisa Drive (a 24 foot wide right-of-way);

South 00 degrees 38 minutes 33 seconds East, a distance of 206.00 feet to a PK Nail with Shiner found for corner in the west line of Nisa Drive;

Southwestly along a curve to the left through a central angle of 90 degrees 00 minutes 31 seconds, having a radius of 44.00 feet, an arc length of 44.01 feet, a chord bearing of South 45 degrees 38 minutes 33 seconds East and a chord distance of 62.23 feet to a PK Nail with Shiner found for corner in the south line of Nisa Drive, said iron rod being at the northwest corner of Lot 1X, Block F of said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 42 minutes 34 seconds East, a distance of 5.49 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS." found for corner at the southwest corner of said Lot 1X, said iron rod being in the south line of a said 9.862 acre tract of land and said iron rod being in the north line of a called 9.32 acre tract of land described in a Deed to Texas Power & Light Company, recorded in Volume 574, Page 411 and Volume 2325, Page 730, O.P.R.C.C.T.

THENCE South 89 degrees 17 minutes 14 seconds West, a distance of 693.78 feet along the south line of said 9.862 acre tract of land and along the north line of said 9.32 acre tract of land to a rail road spike found at the southwest corner of said 9.862 acre tract of land, said spike being in or near the centerline pavement of S Maxwell Creek Road (a variable width prescriptive use right-of-way);

THENCE North 10 degrees 13 minutes 59 seconds West, a distance of 606.87 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 9.862 acre tract of land, said spike being at the southwest corner of said 4.998 acre tract of land;

THENCE North 10 degrees 06 minutes 55 seconds West, a distance of 276.74 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 4.998 acre tract of land, said spike being in the south line of said 1,486 acre tract of land;

THENCE North 89 degrees 57 minutes 28 seconds West, a distance of 19.94 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road, said iron rod being at the southwest corner of said 1,486 acre tract of land;

THENCE along the west line of said 1,486 acre tract of land as follows:

North 19 degrees 11 minutes 48 seconds West, a distance of 47.83 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road;

North 20 degrees 47 minutes 48 seconds West, a distance of 105.01 feet to a cotton spindle found within the pavement of S Maxwell Creek Road, said cotton spindle being at the northwest corner of said 1,486 acre tract of land, said cotton spindle being at the southwest corner of said Lot 3R;

THENCE North 89 degrees 48 minutes 34 seconds East, a distance of 573.44 feet along the north line of said 1,486 acre tract, along the north line of said 1,395 acre tract of land and along the south line of said Lot 3R to the **POINT OF BEGINNING** and containing 521,750 square feet or 11,978 acres of land.

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	31.46'	090°07'28"	20.00'	20.04'	S44°17'27"W	28.32'
C2	31.41'	089°58'58"	20.00'	19.99'	N44°21'27"E	28.28'
C3	69.12'	090°00'31"	44.00'	44.01'	S45°38'33"E	62.23'

LOT AREA TABLE

BLOCK—LOT	SQUARE FEET	ACRES	BLOCK—LOT	SQUARE FEET	ACRES
B-18	2,754	0.063	B-39X	387,156	8.888
B-19	2,767	0.064	D-1	2,967	0.068
B-20	2,801	0.064	D-2	2,485	0.057
B-21	3,090	0.071	D-11	3,309	0.076
B-22	7,209	0.166	D-12	2,485	0.057
B-23	2,460	0.056	D-13	2,485	0.057
B-24	2,485	0.057	D-14	2,485	0.057
B-25	2,485	0.057	D-15	2,485	0.057
B-26	2,485	0.057	D-16	2,485	0.057
B-27	2,484	0.057	D-17	2,485	0.057
B-28	2,449	0.056	D-18	2,485	0.057
B-29	2,449	0.056	D-19	2,485	0.057
B-30	2,449	0.056	D-20	2,862	0.066
B-31	2,449	0.056	E-8	2,675	0.061
B-32	2,450	0.056	E-9	2,450	0.056
B-33	2,450	0.056	E-10	2,449	0.056
B-34	2,449	0.056	E-11	2,449	0.056
B-35	3,381	0.078	E-12	2,449	0.056
B-36	2,449	0.056	E-13	2,450	0.056
B-37	2,449	0.056	E-14	3,054	0.070
B-38	2,449	0.056			

C VALUES TAKEN FROM ISWM TECHNICAL HYDROLOGY MANUAL

PAD: C = 0.95, A = 0.026 C X A = 0.025

DRIVEWAY: C = 0.95, A = 0.008 C X A = 0.008

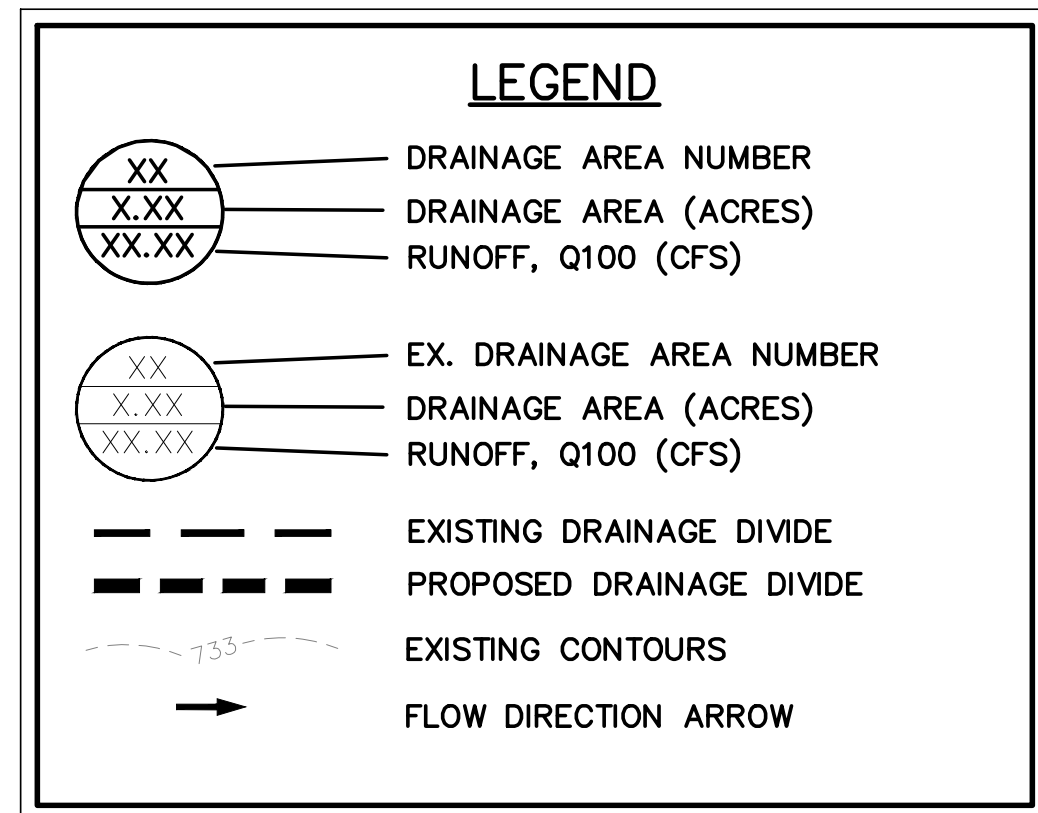
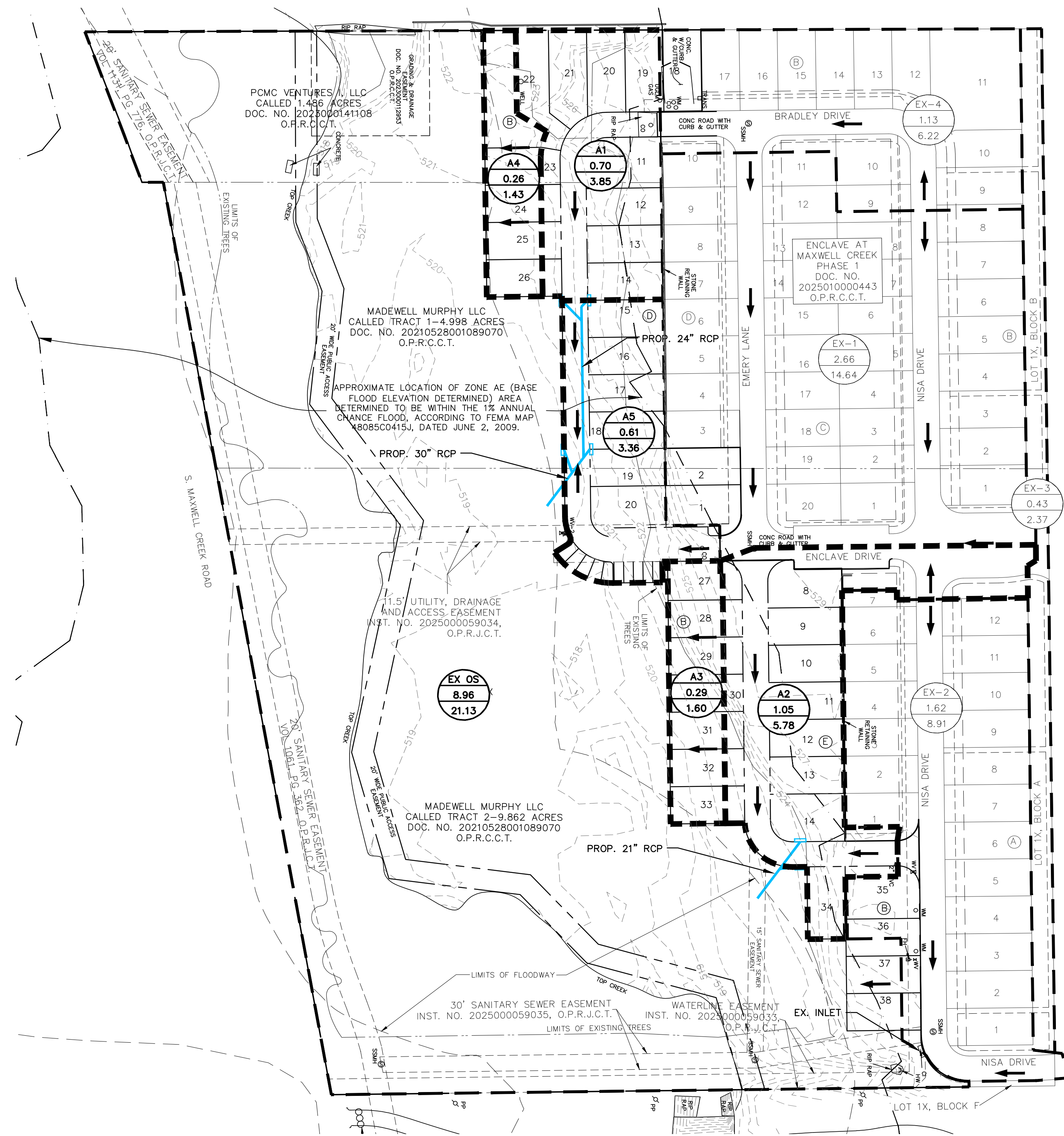
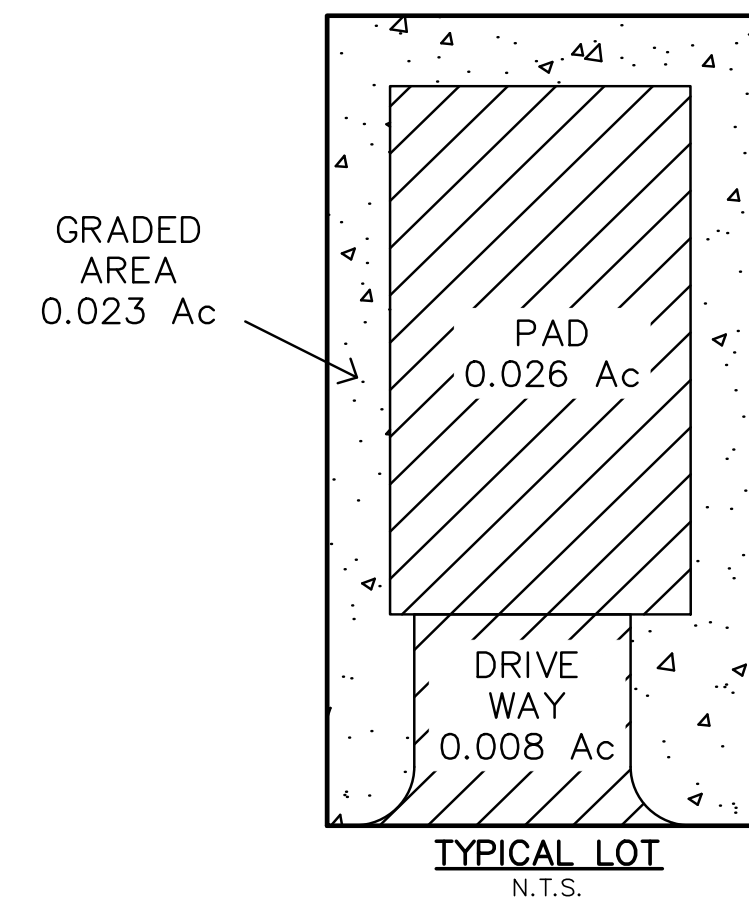
GRADED AREA: C = 0.30, A = 0.023 C X A = 0.007

C X A TOTAL = 0.040

TOTAL AREA = 0.057

C X A TOTAL / TOTAL AREA = 0.70

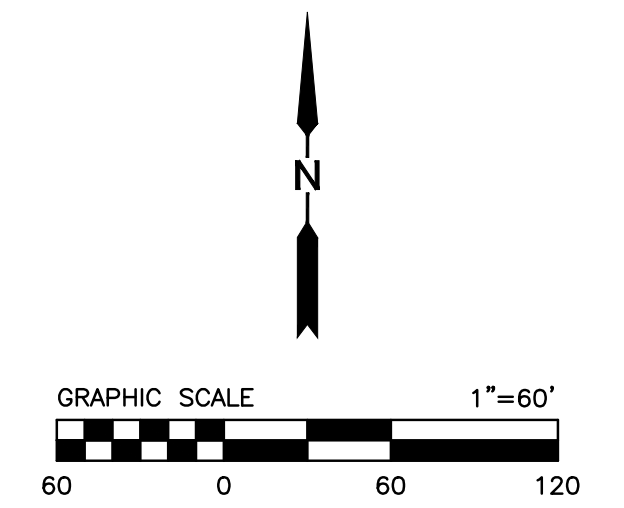
WEIGHTED C FACTOR = 0.70



DRAINAGE DESIGN THEORY

Q=CIA
 "C" values calculated through weighted c value equation
 "I" values taken from NCTOG ISWM Technical Hydrology Manual

RUNOFF CALCULATIONS									
Drainage Area #	Area (Acres)	Runoff Coeff. "C"	Intensity (in./hr.) "I"	Intensity (in./hr.) "I _{adj} "	Time (conc.) (minutes) T _c	Discharge (c.f.s.) "Q _{adj} "	Discharge (c.f.s.) "Q ₁₀₀ "	Destination	
A1	0.70	0.70	5.38	7.86	15	2.64	3.85	Inlets A1	
A2	1.05	0.70	5.38	7.86	15	3.95	5.78	Inlets A2	
A3	0.29	0.70	5.38	7.86	15	1.09	1.60		
A4	0.26	0.70	5.38	7.86	15	0.98	1.43	Inlets A5	
A5	0.61	0.70	5.38	7.86	15	2.30	3.36		
BASIN A	2.91					10.96	16.01		
EX-1	2.66	0.70	5.38	7.86	15	10.02	14.64	Inlets A5	
EX-2	1.62	0.70	5.38	7.86	15	6.10	8.91	Inlets EX-2	
EX-3	0.43	0.70	5.38	7.86	15	1.62	2.37	Inlets EX-3	
EX-4	1.13	0.70	5.38	7.86	15	4.28	6.22	Inlets A1	
BASIN EX	5.84					21.99	32.13		
EX OS	8.96	0.30	5.38	7.86	15	14.46	21.13		
BASIN EX	8.96					14.46	21.13		

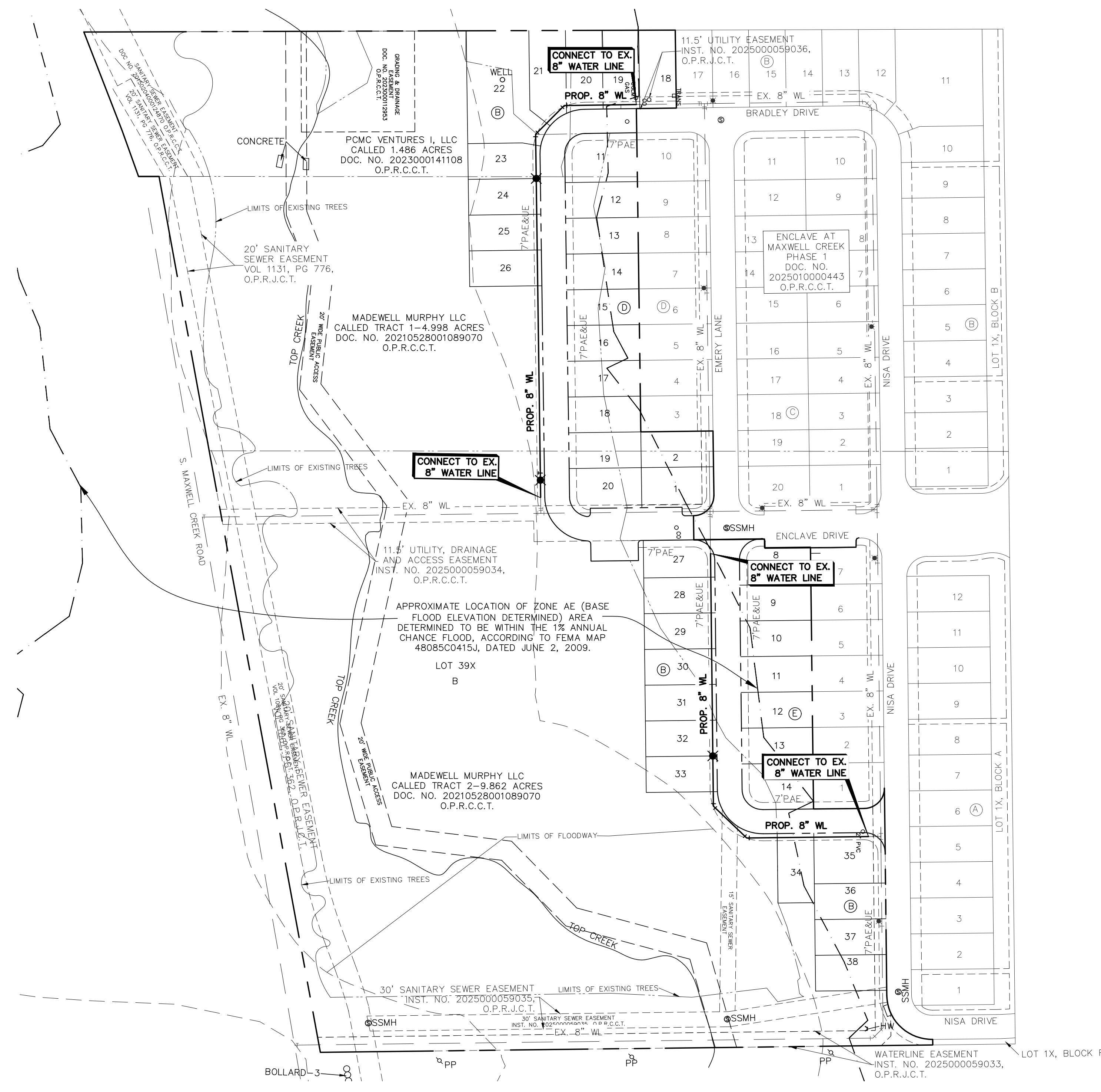


JBI PARTNERS
 2121 Midway Road
 Suite 300
 Carrollton, Texas 75006
 972.248.7676
 TBPE No. F-438
 TBPLS No. 10076000

PRELIMINARY ENGINEERING
DRAINAGE PLAN
ENCLAVE AT MAXWELL CREEK, PHASE 2
 City of Murphy ETJ, Collin County, Texas

PROJECT NO.
HOE354
 SHEET NO.
1

Drawing: H:\Projects\HOE354-Maxwell Creek\Phase 2\Engineering\dwg\Preliminary Engineering\dwg\Preliminary Engineering\HOE354-PH2-PRELIM DRAINAGE.dwg Saved By: jrodriguez Save Time: 4/9/2026 3:03 PM Plotted by: jrodriguez Plot Date: 4/9/2026 3:18 PM



LEGEND

PROPOSED 8" WATER LINE
 PROPOSED FIRE HYDRANT
 EXISTING 8" WATER LINE

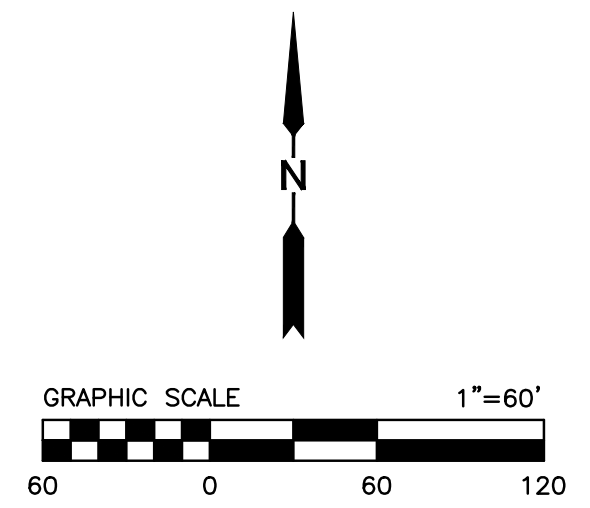
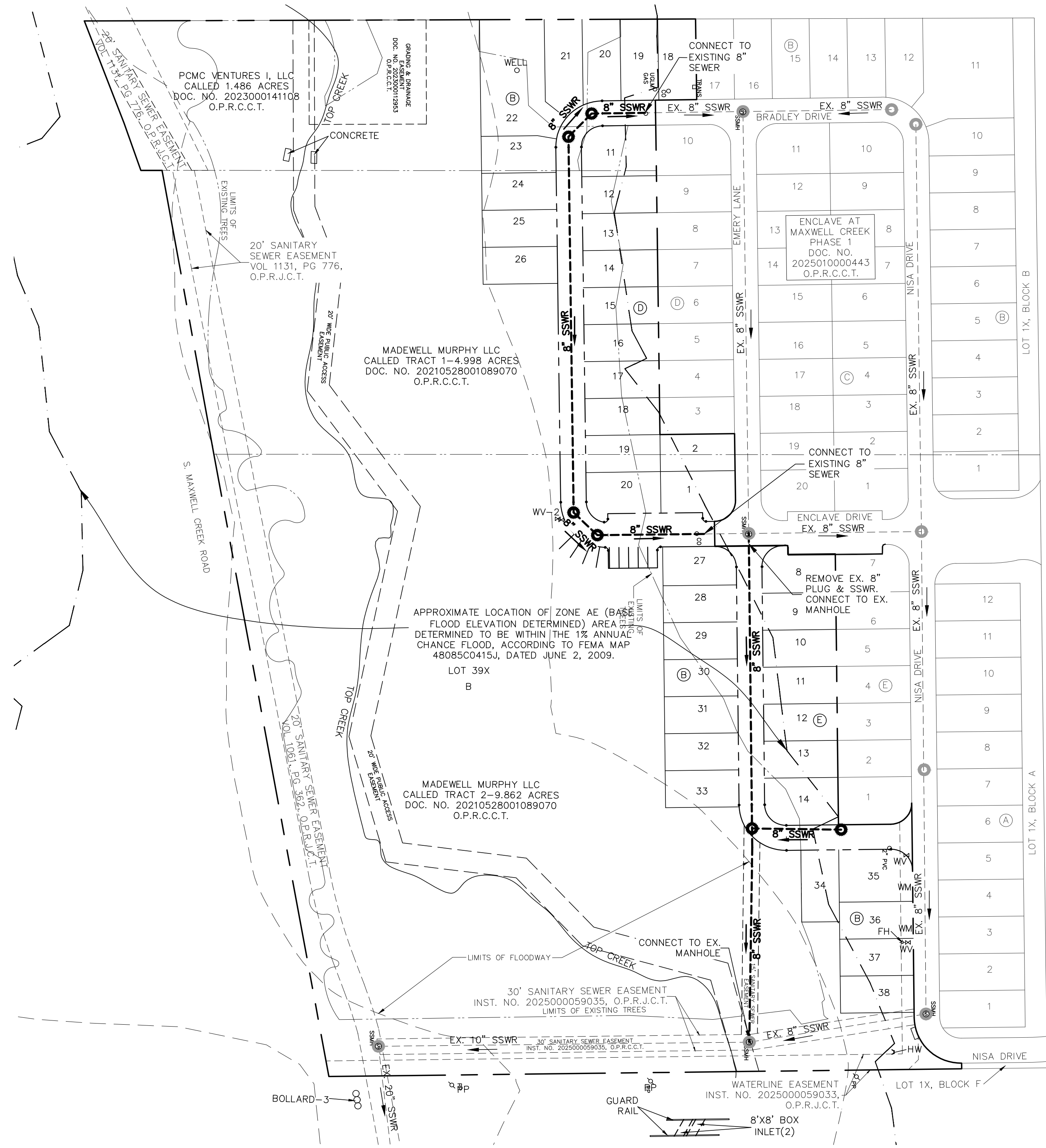
N

GRAPHIC SCALE 1"=60'

	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	PRELIMINARY ENGINEERING	PROJECT NO.
		WATER PLAN	HOE354
		ENCLAVE AT MAXWELL CREEK, PHASE 2	SHEET NO.
		City of Murphy ETJ, Collin County, Texas	2

Drawing: H:\Projects\HOE354-Maxwell Creek\Phase 2\Engineering\dwg\Preliminary Engineering\HOE354-PH2-PRELIM WTR.dwg Saved By: ipekris Save Time: 4/9/2026 4:08 PM
 Plotted by: ipekris Plot Date: 4/9/2026 4:10 PM

LEGEND	
	PROPOSED SANITARY SEWER LINE & MANHOLE
	EXISTING SANITARY SEWER LINE & MANHOLE



	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	PRELIMINARY ENGINEERING SANITARY SEWER PLAN ENCLAVE AT MAXWELL CREEK, PHASE 2 City of Murphy ETJ, Collin County, Texas	PROJECT NO. HOE354 <hr/> SHEET NO. 3
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Plotted by: Rodriguez Rik Date: 4/10/2026 7:13 AM

Drawing: H:\Projects\HOE354-Maxwell Creek\Phase 2\Engineering\dwg\Preliminary Engineering\HOE354-PH2-PRELIM SSWR.dwg Saved By: Rodriguez Save Time: 4/9/2026 3:21 PM

REVIEW SUMMARY

Case No.: **2026-005**

Review No.: **Two**

Date of Review: **4/27/2026**

Project Name: **The Enclave at Maxwell Creek Phase 2 Construction Plat**

APPLICANT:

JBI Partners
2121 Midway Rd Suite 300
Carrollton, Tx 75006
Phone: 972-738-7281
Email: BCrenshaw@JBIPartners.com

Owner:

Madewell Murphy LLC
4532 White Rock Ln
Plano, Tx 75024
Phone: 703-201-4677
Email: MA@Madewllcos.com

CITY STAFF HAS REVIEWED THE ABOVE REFERENCED PROJECT RECEIVED BY THE CITY ON 4/10/2026 AND WE OFFER THE FOLLOWING STIPULATIONS. THESE STIPULATIONS ARE HEREBY MADE CONDITIONS OF APPROVAL UNLESS SPECIFICALLY AMENDED BY THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS OR NEED FURTHER CLARIFICATION, PLEASE CONTACT COMMUNITY & ECONOMIC DEVELOPMENT AT (972)-468-4036

1. Add note that detention ponds are to be maintained by HOA/Property Management.

GENERAL COMMENTS

*The development must comply with Development Regulations Chapter 26 and Zoning Chapter 30, of the Murphy Code of Ordinances. A thorough review has been completed; however, it is upon the applicant to ensure compliance with all applicable codes and ordinances.

*Civil plans are required to be submitted and approved prior to construction of any portion of this development.

PUBLIC WORKS COMMENTS

See attached comment sheets

BUILDING OFFICIAL COMMENTS

No comments based on submission.

FIRE MARSHAL COMMENTS

See attached comment sheets



From the desk of
Scott Eckstein

Fire Marshal
Murphy Fire-Rescue

seckstein@murphytx.org
O | 972.468.4312

206 North Murphy Road
Murphy, Texas 75094



Site Plan Review Comments
Fire Department

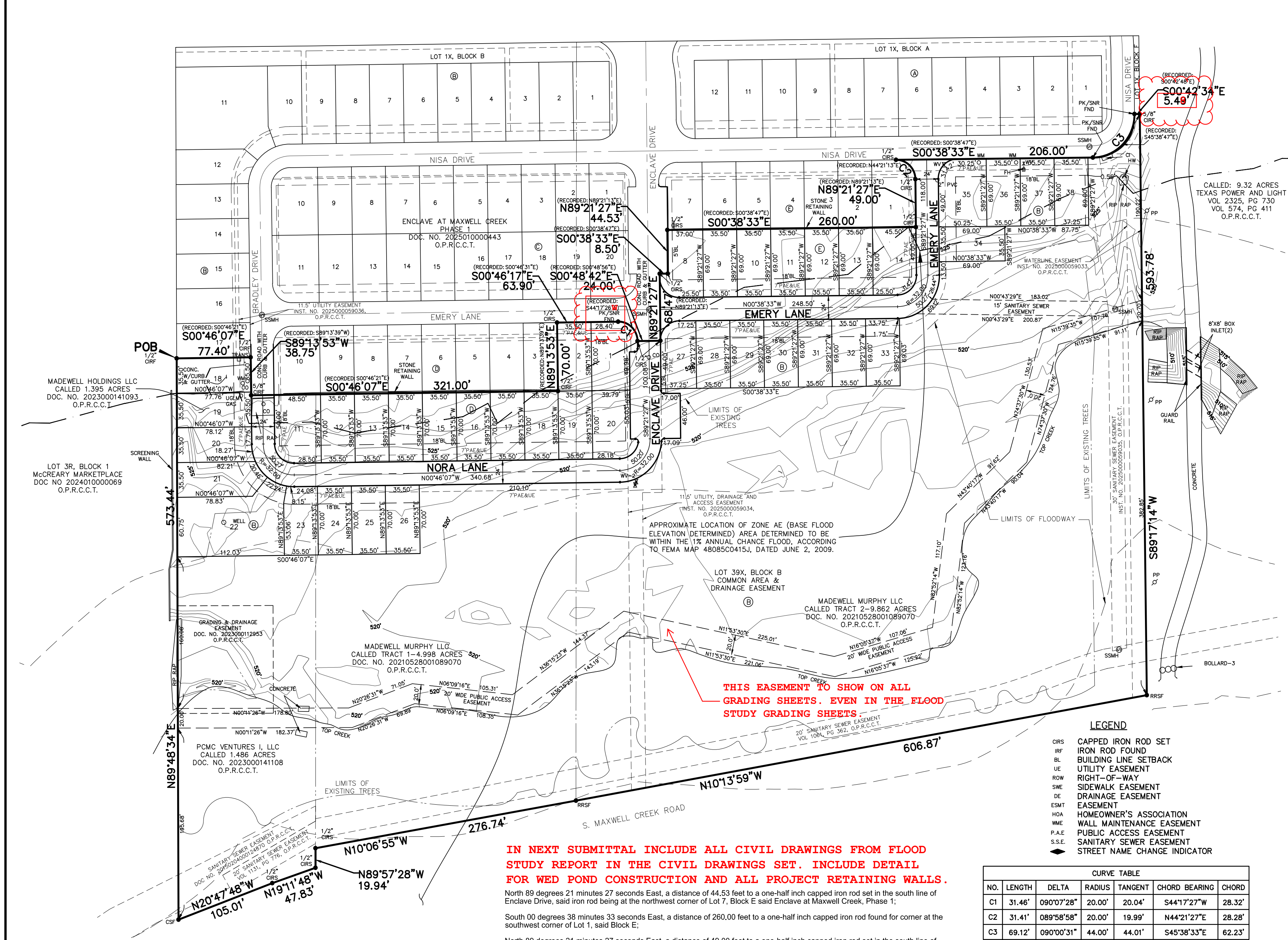
RECIPIENT: MADWELL HOLDINGS, PCMC VENTURES I, DR HORTON
 LOCATION: ENCLAVE AT MAXWELL CREEK – PHASE 2
 REVIEWED BY: SCOTT ECKSTEIN, FIRE MARSHAL
 DATE: APRIL 27, 2026

Unless otherwise noted or required, all 2021 International Fire Code requirements, amendments, current city ordinances, and applicable NFPA standards must be met as they apply to this project. The following comments are not intended to be all-inclusive and are based solely on the information provided for this review.

Plans submitted are Accepted with Conditions. Plans to be revised per comments.

1. **Site/civil plans not provided. Proposed fire hydrant locations on Nora Lane are preliminarily accepted. Separate review required for civil utility systems.**
2. Hydrants shall have a 3-foot unobstructed clearance (including landscaping) with a five foot (5') clear level path of travel from the fire access road (fire lane or street) unobstructed through all barriers. (A continuous row of parking between the fire lane and the structure shall be considered a barrier.)
3. Fire lanes must be installed and marked; and fire hydrant (fire flow supply system) must be installed and accepted by the City of Murphy, before vertical construction can begin, and fire lanes must be always maintained (501.4).
4. All 24-foot roadways are to be marked and striped as fire lane. Marking and striping to follow COM ordinances. "Fire Lane – No Parking" signs also required.

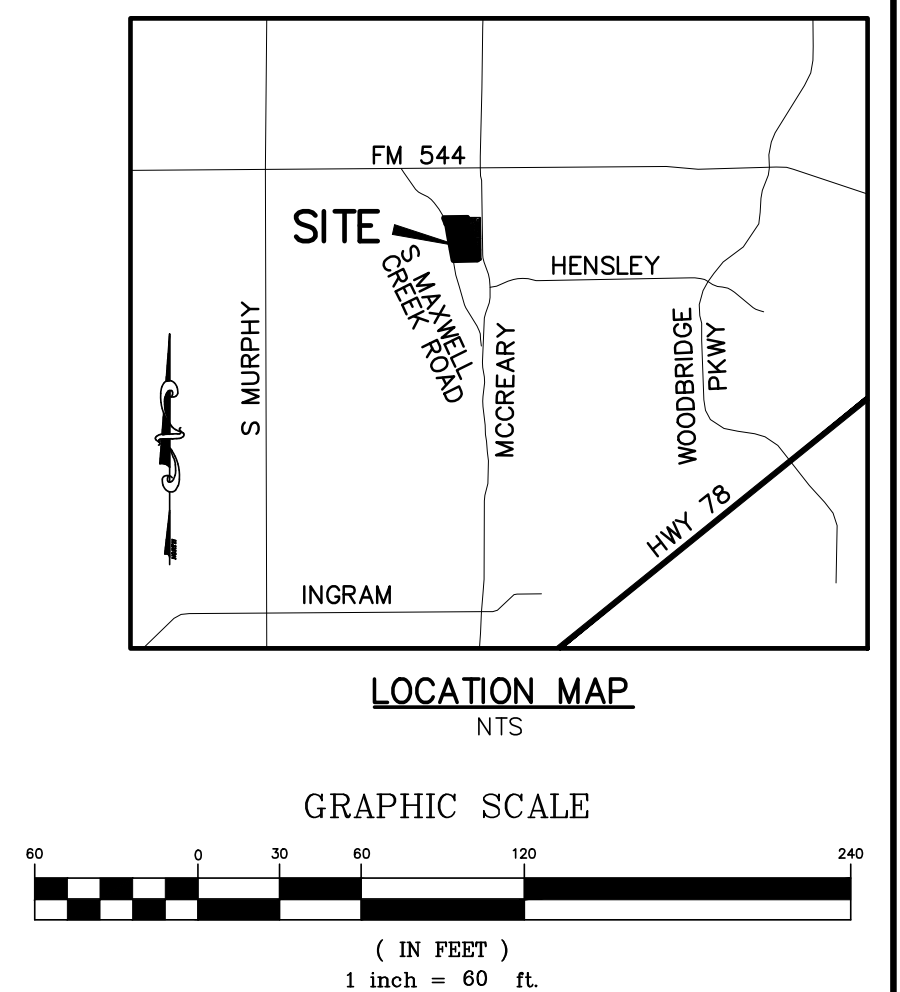
While every effort has been made to make a complete and comprehensive review of the submitted plans and documents, any omission, changes and/or deletions in this plan review does not relieve the owners, contractors, architects, engineers, or other individuals involved in this project from their responsibility to fully comply with the applicable codes, regulations, and ordinances.



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as ENCLAVE MAXWELL CREEK PHASE 2, an addition to the City of Murphy, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon.

The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.



WITNESS, my hand, this _____ day of _____, 2026.

OWNER:

BY: _____
Printed name and title

STATE OF TEXAS §
COUNTY OF _____

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, Billy M. Logsdon, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."

Billy M. Logsdon, Jr.
Registered Public Land Surveyor No. 6487

STATE OF TEXAS §
COUNTY OF _____

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared BILLY M. LOGSDON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

OWNER:

BY: _____
Printed name and title

STATE OF TEXAS §
COUNTY OF _____

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

CITY APPROVAL OF CONSTRUCTION PLAT

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: _____
Signature of Chairperson _____ Date _____
City of Planning and Zoning Commission
City of Murphy, Texas

APPROVED BY: _____
Signature of Mayor _____ Date _____
City Council
City of Murphy, Texas

ATTEST: _____
City Secretary _____ Date _____

CONSTRUCTION PLAT

ENCLAVE AT MAXWELL CREEK, PHASE 2

40 TOTAL RESIDENTIAL LOTS AND 1 HOA LOT
PLANNED DEVELOPMENT-205-SINGLE FAMILY-7

11.978 ACRES OUT OF THE HENRY MAXWELL SURVEY, ABSTRACT NO. 579;

CITY OF MURPHY, COLLIN COUNTY, TEXAS

OWNER:

BY: _____
Printed name and title

STATE OF TEXAS §
COUNTY OF _____

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

Notary Public, State of Texas

NOTES:

- All interior property corners are marked with a 1/2" iron rod with a yellow cap stamped "JBI" unless otherwise noted.
- FLOOD STATEMENT: According to Community Panel Nos. 48085C04154, District No. 02, 2009 of the Federal Emergency Management Agency National Flood Insurance Program Map, this property is within Flood Zone "AE" (Areas subject to inundation by the 1% Annual Chance Flood - a Special Hazard Area) and Flood Zone "X" (Areas determined to be outside 500-year floodplains), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
- The purpose of this plat is to create 40 single family lots and 1 HOA lot.
- The subject property is zoned Single Family Patio Homes "SF-PH" per the City of Murphy online zoning map.
- Bearings shown hereon are derived from the Texas State Plane Coordinate System North Central Zone (4202) based on GPS observations. Coordinates shown hereon are grid coordinates.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.

PCMC VENTURES I, LLC OWNER
3401 Westway Court
Plano, Texas 75093

MADEWELL HOLDINGS, LLC OWNER
MADEWELL MURPHY, LLC
4532 White Rock Lane
Plano, Texas 75024

D.R. HORTON-TEXAS, LTD. DEVELOPER
4306 Miller Road, Suite A
Rowlett, Texas 75088
Contact: David Booth (469) 443-5938

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300
Corrollton, Texas 75006
Contact: Brittany Crenshaw
TBPELS No. F-438 TBPELS No. 10076000 (972) 248-7676

Submitted: _____
Sheet 1 of 1

PREPARED BY: BML CHECKED BY: BML DATE: 04/09/2026

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC are the owners of a tract of land located in the City of Murphy, Collin County, Texas, being part of the Henry Maxwell Survey, Abstract No. 579, being part of that called 1,395 acre tract of land described in a General Warranty Deed to Madewell Murphy, LLC recorded as Document No. 2023000141093 Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being all of that called 1,486 acre tract of land described in a General Warranty Deed to PCMC Ventures I, LLC recorded as Document No. 2023000141108 (O.P.R.C.C.T.), being part of that called 4,998 acre tract of land described as First Tract and part of that called 9,862 acre tract of land described as Second Tract, both described in a Special Warranty Deed with Vendor's Lien to Madewell Murphy, LLC, recorded as Document No. 20210528001089070 (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "CORWIN ENG INC" found (hereinafter called capped iron rod) in the north line of said 1,395 acre tract of land, said iron rod being in the south line of Lot 3R, Block 1 of McCrory Marketplace, an addition to the City of Murphy, recorded in Document No. 2024010000069, O.P.R.C.C.T., and said iron rod being at the northwest corner of Lot 17, Block B of Enclave at Maxwell Creek, Phase 1, an addition to the City of Murphy, recorded in Document No. 2025010000443, O.P.R.C.C.T.

THENCE along the west line of said Enclave at Maxwell Creek, Phase 1 as follows:

South 00 degrees 46 minutes 07 seconds East, a distance of 77.40 feet to a one-half inch capped iron rod found at the southwest corner of said Lot 17, said iron rod being in the north line of Bradley Drive (a 24 foot wide right-of-way);

South 89 degrees 13 minutes 53 seconds West, a distance of 38.75 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS." found in the north line of Bradley Drive;

South 00 degrees 46 minutes 07 seconds East, a distance of 321.00 feet to a one-half inch capped iron rod found at the southwest corner of Lot 3, Block D of said Enclave at Maxwell Creek, Phase 1

North 89 degrees 13 minutes 53 seconds East, a distance of 70.00 feet to a one-half inch iron rod with cap stamped "JBI" set (hereinafter called capped iron rod set) for corner at the southeast corner of said Lot 3, said iron rod being in the west line of Emery Lane (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 63.90 feet to a PK Nail with Shiner found in the west line of Emery Lane;

Southwestly along a curve to the right through a central angle of 90 degrees 07 minutes 28 seconds, having a radius of 20.00 feet, an arc length of 31.46 feet, a chord bearing of South 44 degrees 17 minutes 27 seconds West and a chord distance of 28.32 feet to a one-half inch capped iron rod set for corner in the north line of Enclave Drive (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 24.00 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

North 89 degrees 21 minutes 27 seconds East, a distance of 68.47 feet to a one-half inch capped iron rod set in the south line of Enclave Drive;

South 00 degrees 38 minutes 33 seconds East, a distance of 8.50 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

IN NEXT SUBMITTAL INCLUDE ALL CIVIL DRAWINGS FROM FLOOD STUDY REPORT IN THE CIVIL DRAWINGS SET. INCLUDE DETAIL FOR WED POND CONSTRUCTION AND ALL PROJECT RETAINING WALLS.

North 89 degrees 21 minutes 27 seconds East, a distance of 44.53 feet to a one-half inch capped iron rod set in the south line of Enclave Drive, said iron rod being at the northeast corner of Lot 7, Block E said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 38 minutes 33 seconds East, a distance of 260.00 feet to a one-half inch capped iron rod found for corner at the southwest corner of Lot 1, said Block E;

North 89 degrees 21 minutes 27 seconds East, a distance of 49.00 feet to a one-half inch capped iron rod set in the south line of said Lot 1;

Northeasterly along a curve to the left through a central angle of 89 degrees 58 minutes 59 seconds, having a radius of 20.00 feet, an arc length of 31.41 feet, a chord bearing of North 44 degrees 21 minutes 27 seconds East and a chord distance of 28.28 feet to a one-half inch capped iron rod set for corner in the east line of said Lot 1, said iron rod being in the west line of Nisa Drive (a 24 foot wide right-of-way);

South 00 degrees 38 minutes 33 seconds East, a distance of 206.00 feet to a PK Nail with Shiner found for corner in the west line of Nisa Drive;

Northeasterly along a curve to the left through a central angle of 90 degrees 00 minutes 31 seconds, having a radius of 44.00 feet, an arc length of 44.01 feet, a chord bearing of South 45 degrees 38 minutes 33 seconds East and a chord distance of 62.23 feet to a PK Nail with Shiner found for corner in the south line of Nisa Drive, said iron rod being at the northwest corner of Lot 1X, Block F of said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 42 minutes 34 seconds West, a distance of 5.49 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS.", found for corner at the southwest corner of said Lot 1X, said iron rod being in the south line of a said 9,862 acre tract of land and said iron rod being in the north line of a called 9.32 acre tract of land described in a Deed to Texas Power & Light Company, recorded in Volume 574, Page 411 and Volume 2325, Page 730, O.P.R.C.C.T.

THENCE South 89 degrees 17 minutes 14 seconds West, a distance of 693.78 feet along the south line of said 9,862 acre tract of land and along the north line of said 9.32 acre tract of land to a rail road spike found at the southwest corner of said 9,862 acre tract of land, said spike being in or near the centerline pavement of S Maxwell Creek Road (a variable width prescriptive use right-of-way);

THENCE North 10 degrees 13 minutes 59 seconds West, a distance of 606.87 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 9,862 acre tract of land, said spike being at the southwest corner of said 4,998 acre tract of land;

THENCE North 10 degrees 06 minutes 55 seconds West, a distance of 276.74 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 4,998 acre tract of land, said spike being in the south line of said 1,486 acre tract of land;

THENCE North 89 degrees 57 minutes 28 seconds West, a distance of 19.94 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road, said iron rod being at the southwest corner of said 1,486 acre tract of land;

THENCE along the west line of said 1,486 acre tract of land as follows:

North 19 degrees 11 minutes 48 seconds West, a distance of 47.83 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road;

North 20 degrees 47 minutes 48 seconds West, a distance of 105.01 feet to a cotton spindle found within the pavement of S Maxwell Creek Road, said cotton spindle being at the northwest corner of said 1,486 acre tract of land, said cotton spindle being at the southwest corner of said Lot 3R;

THENCE North 89 degrees 57 minutes 28 seconds West, a distance of 573.44 feet along the north line of said 1,486 acre tract, along the north line of said 1,395 acre tract of land and along the south line of said Lot 3R to the **POINT OF BEGINNING** and containing 521,750 square feet or 11,978 acres of land.

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	31.46'	090°07'28"	20.00'	20.04'	S44°17'27"W	28.32'
C2	31.41'	089°58'58"	20.00'	19.99'	N44°21'27"E	28.28'
C3	69.12'	090°00'31"	44.00'	44.01'	S45°38'33"E	62.23'

LOT AREA TABLE

BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
B-18	2,754	0.063	B-39X	387,156	8.888
B-19	2,767	0.064	D-1	2,967	0.068
B-20	2,801	0.064	D-2	2,485	0.057
B-21	3,090	0.071	D-11	3,309	0.076
B-22	7,209	0.166	D-12	2,485	0.057
B-23	2,460	0.056	D-13	2,485	0.057
B-24	2,485	0.057	D-14	2,485	0.057
B-25	2,485	0.057	D-15	2,485	0.057
B-26	2,485	0.057	D-16	2,485	0.057
B-27	2,484	0.057	D-17	2,485	0.057
B-28	2,449	0.056	D-18	2,485	0.057
B-29	2,449	0.056	D-19	2,485	0.057
B-30	2,449	0.056	D-20	2,862	0.066
B-31	2,449	0.056	E-8	2,675	0.061
B-32	2,450	0.056	E-9	2,450	0.056
B-33	2,450	0.056	E-10	2,449	0.056
B-34	2,449	0.056	E-11	2,449	0.056
B-35	3,381	0.078	E-12	2,449	0.056
B-36	2,449	0.056	E-13	2,450	0.056
B-37	2,449	0.056	E-14	3,054	0.070
B-38	2,449	0.056			

C VALUES TAKEN FROM ISWM TECHNICAL HYDROLOGY MANUAL

PAD: C = 0.95, A = 0.026 C X A = 0.025

DRIVEWAY: C = 0.95, A = 0.008 C X A = 0.008

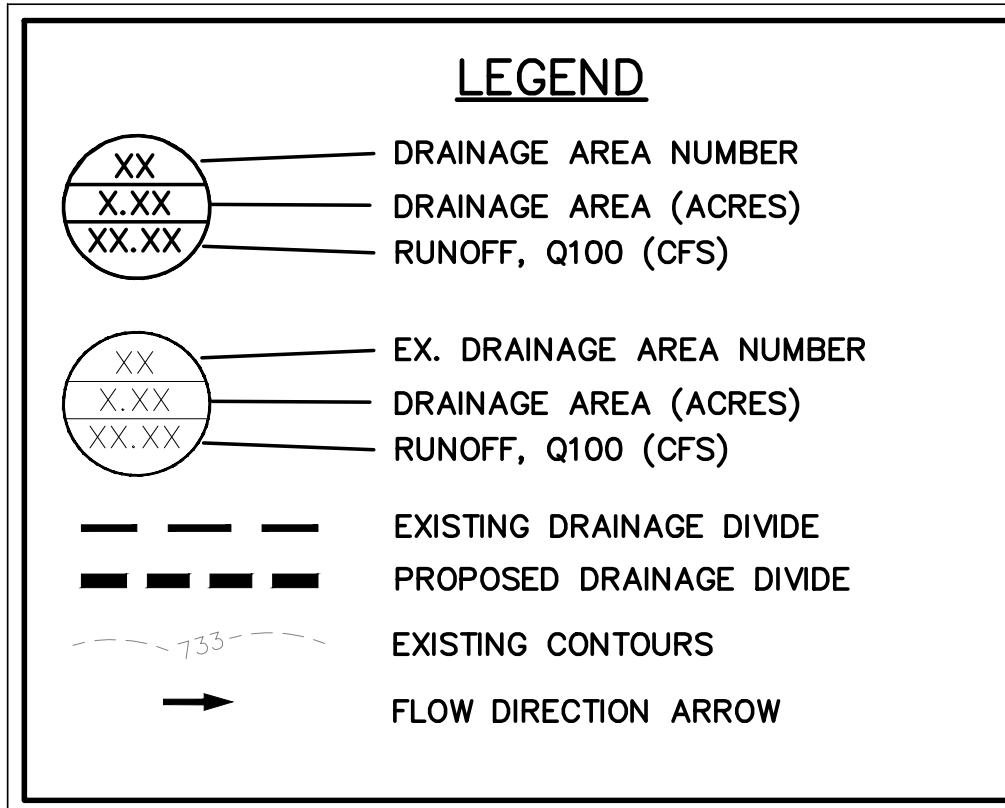
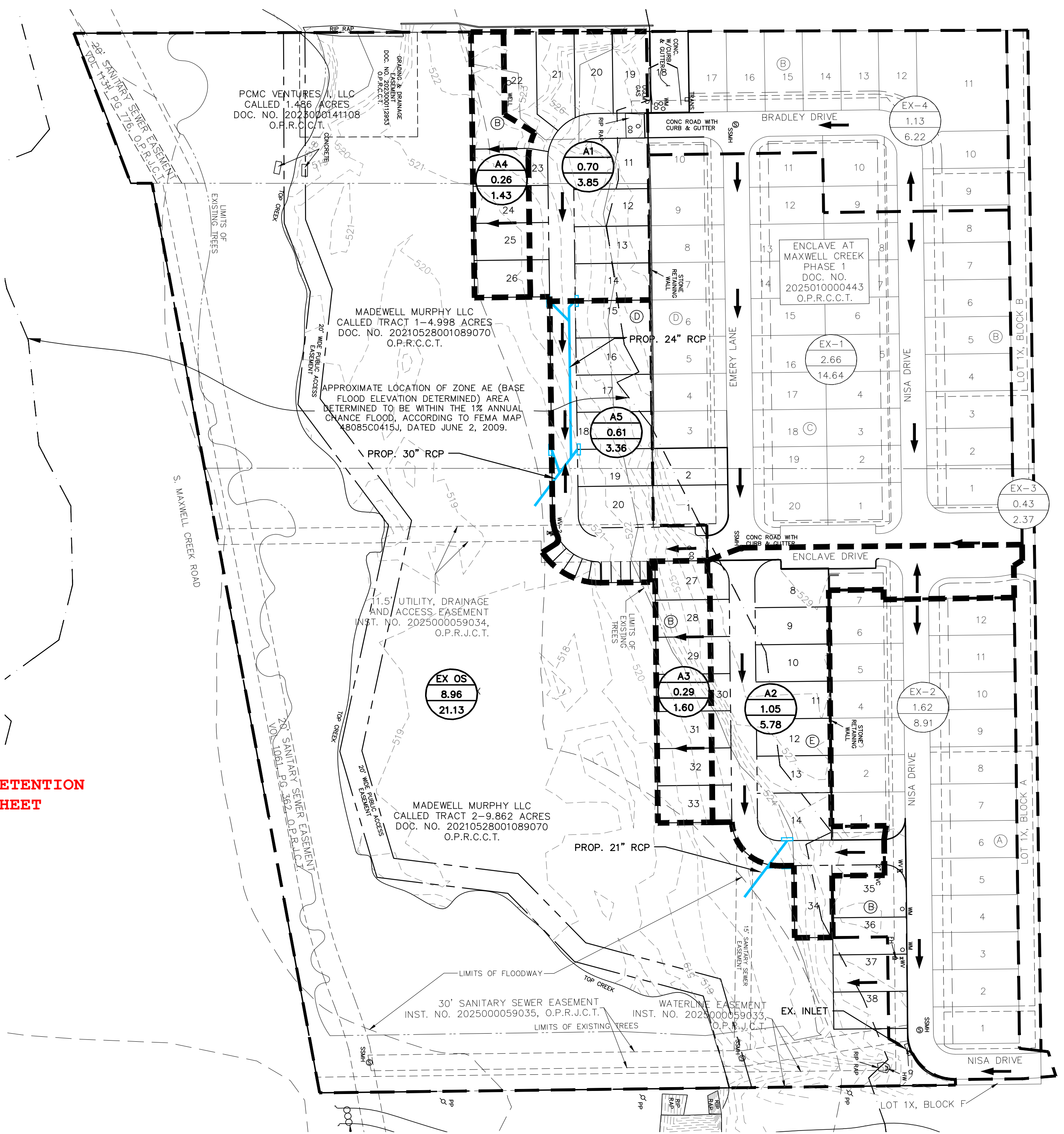
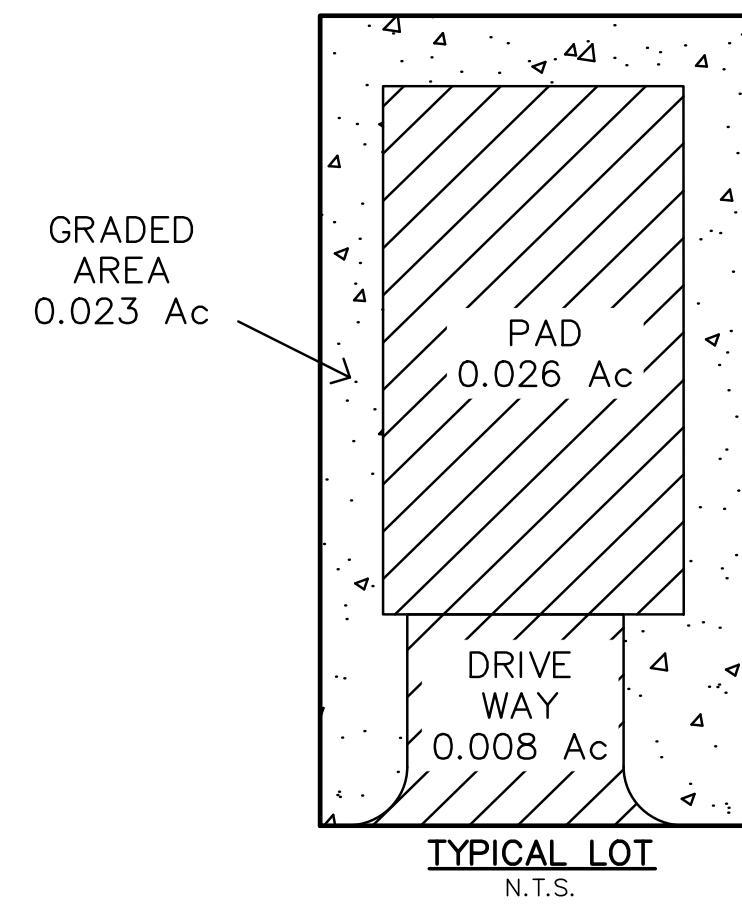
GRADED AREA: C = 0.30, A = 0.023 C X A = 0.007

C X A TOTAL = 0.040

TOTAL AREA = 0.057

C X A TOTAL / TOTAL AREA = 0.70

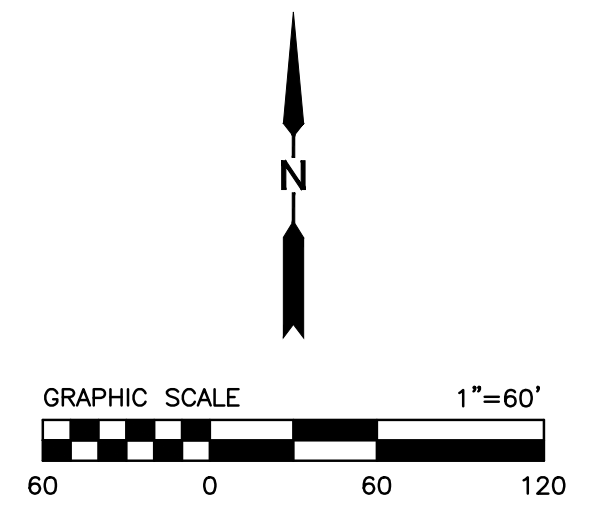
WEIGHTED C FACTOR = 0.70



DRAINAGE DESIGN THEORY

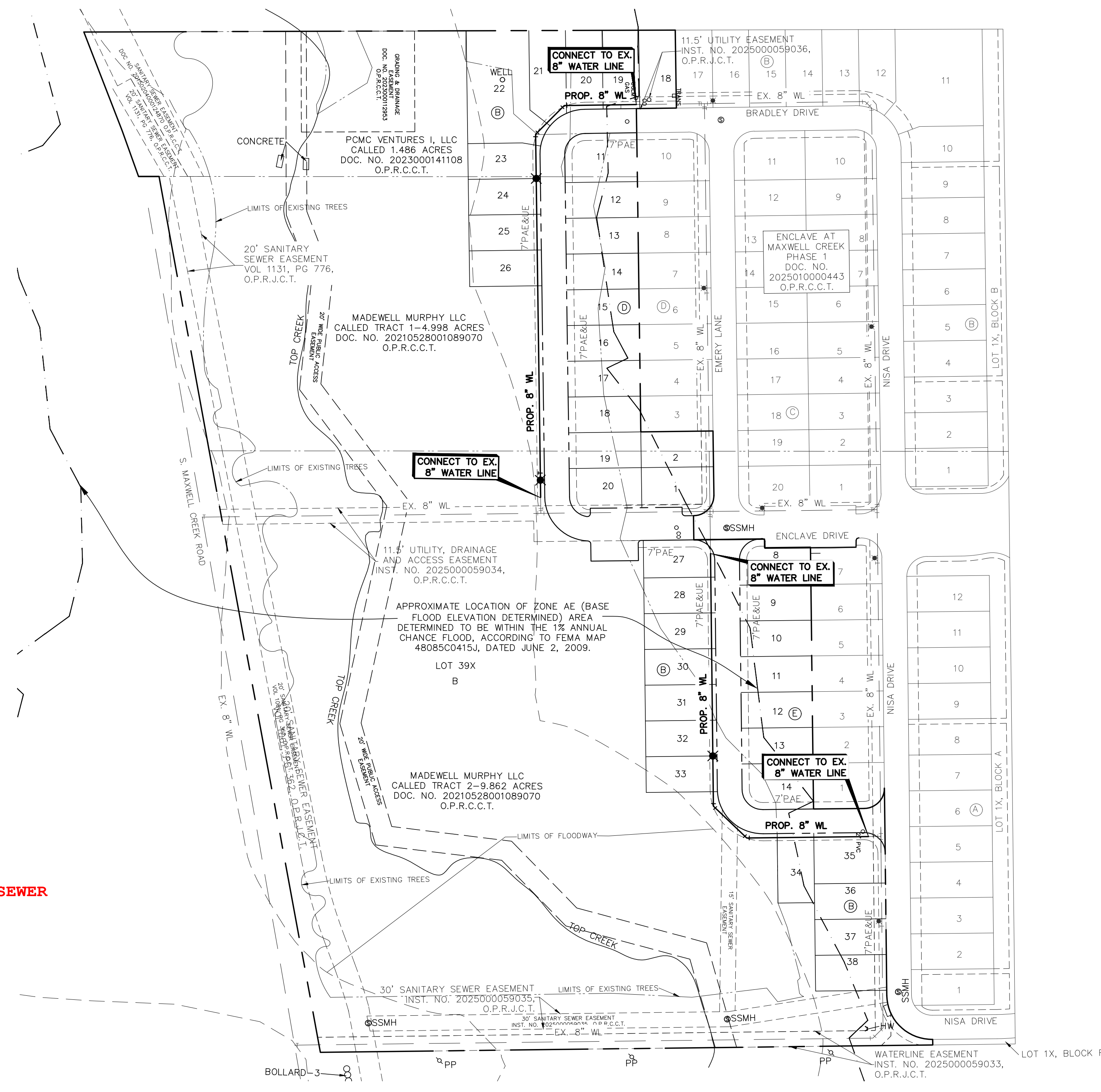
Q=CIA
 "C" values calculated through weighted c value equation
 "I" values taken from NCTCOG ISWM Technical Hydrology Manual

RUNOFF CALCULATIONS									
Drainage Area #	Area (Acres)	Runoff Coeff. "C"	Intensity (in./hr.) "I"	Intensity (in./hr.) "I _{adj} "	Time (conc.) (minutes) "T _c "	Discharge (c.f.s.) "Q ₁₀₀ "	Discharge (c.f.s.) "Q _{adj} "	Destination	
A1	0.70	0.70	5.38	7.86	15	2.64	3.85	Inlets A1	
A2	1.05	0.70	5.38	7.86	15	3.95	5.78	Inlets A2	
A3	0.29	0.70	5.38	7.86	15	1.09	1.60		
A4	0.26	0.70	5.38	7.86	15	0.98	1.43		
A5	0.61	0.70	5.38	7.86	15	2.30	3.36	Inlets A5	
BASIN A	2.91					10.96	16.01		
EX-1	2.66	0.70	5.38	7.86	15	10.02	14.64	Inlets A5	
EX-2	1.62	0.70	5.38	7.86	15	6.10	8.91	Inlets EX-2	
EX-3	0.43	0.70	5.38	7.86	15	1.62	2.37	Inlets EX-3	
EX-4	1.13	0.70	5.38	7.86	15	4.28	6.22	Inlets A1	
BASIN EX	5.84					21.99	32.13		
EX OS	8.96	0.30	5.38	7.86	15	14.46	21.13		
BASIN EX	8.96					14.46	21.13		



<p>2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000</p>	PRELIMINARY ENGINEERING		PROJECT NO.
	DRAINAGE PLAN		HOE354
	ENCLAVE AT MAXWELL CREEK, PHASE 2		SHEET NO.
	City of Murphy ETJ, Collin County, Texas		1

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SHOW PROPOSED DETENTION PONDS ON THIS SHEET.

SHOW PROPOSED SANITARY SEWER LINES ON THIS SHEET.

LEGEND

- PROPOSED 8" WATER LINE
- PROPOSED FIRE HYDRANT
- EXISTING 8" WATER LINE

N

GRAPHIC SCALE 1"=60'

60 0 60 120

	PRELIMINARY ENGINEERING		PROJECT NO.
	WATER PLAN		HOE354
	ENCLAVE AT MAXWELL CREEK, PHASE 2		SHEET NO.
	City of Murphy ETJ, Collin County, Texas		2

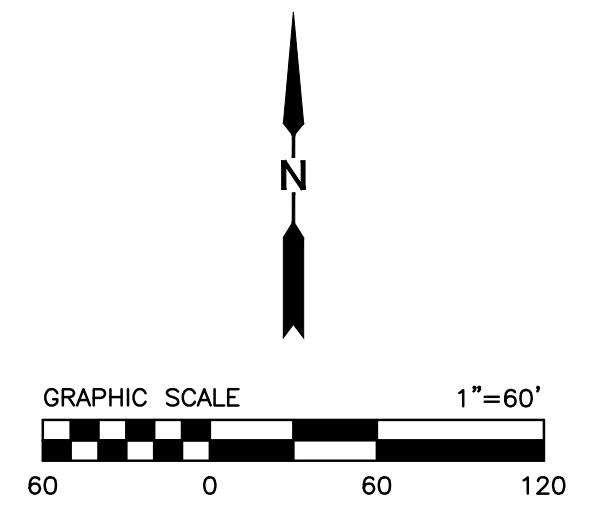
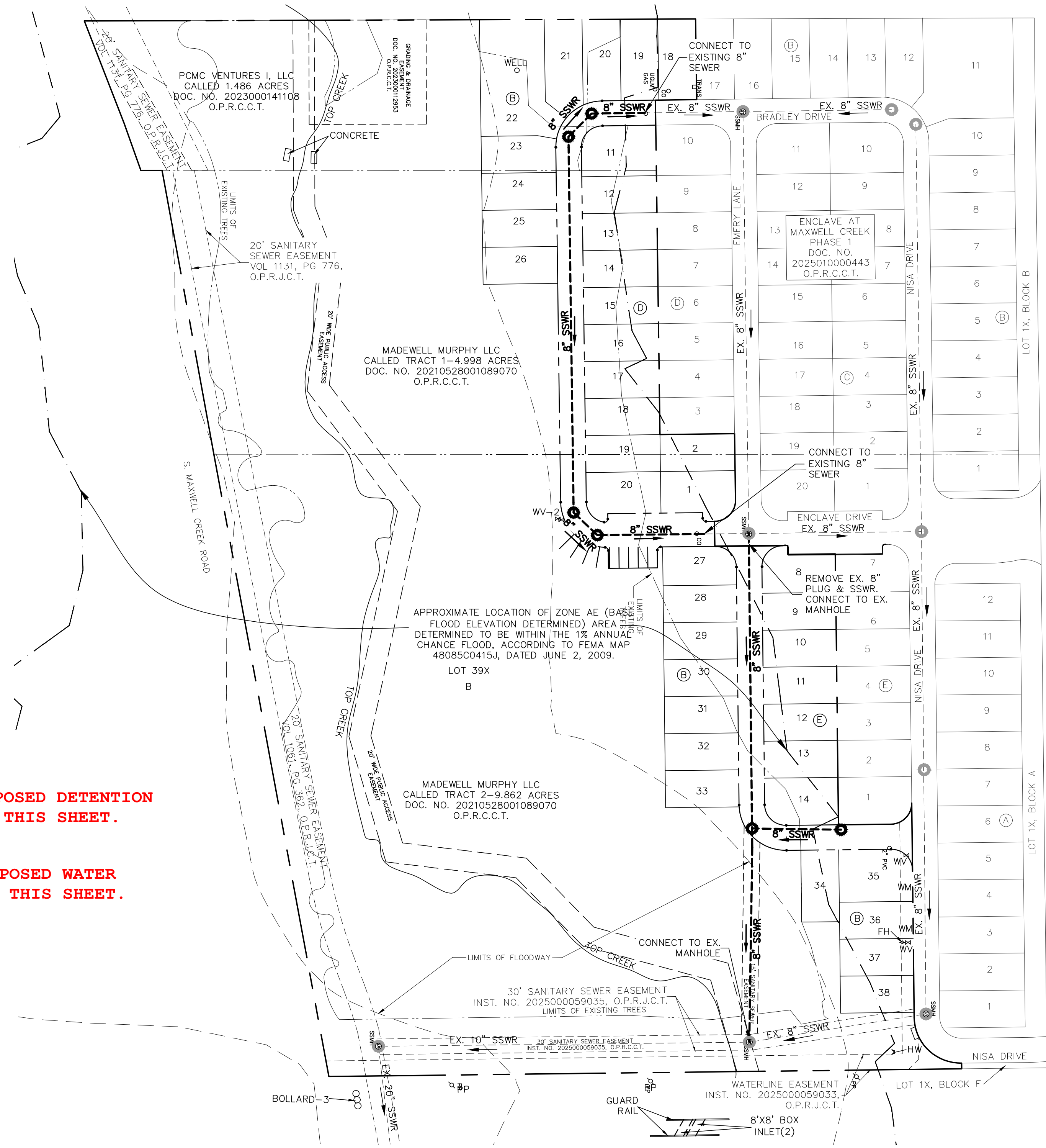
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

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LEGEND	
	PROPOSED SANITARY SEWER LINE & MANHOLE
	EXISTING SANITARY SEWER LINE & MANHOLE

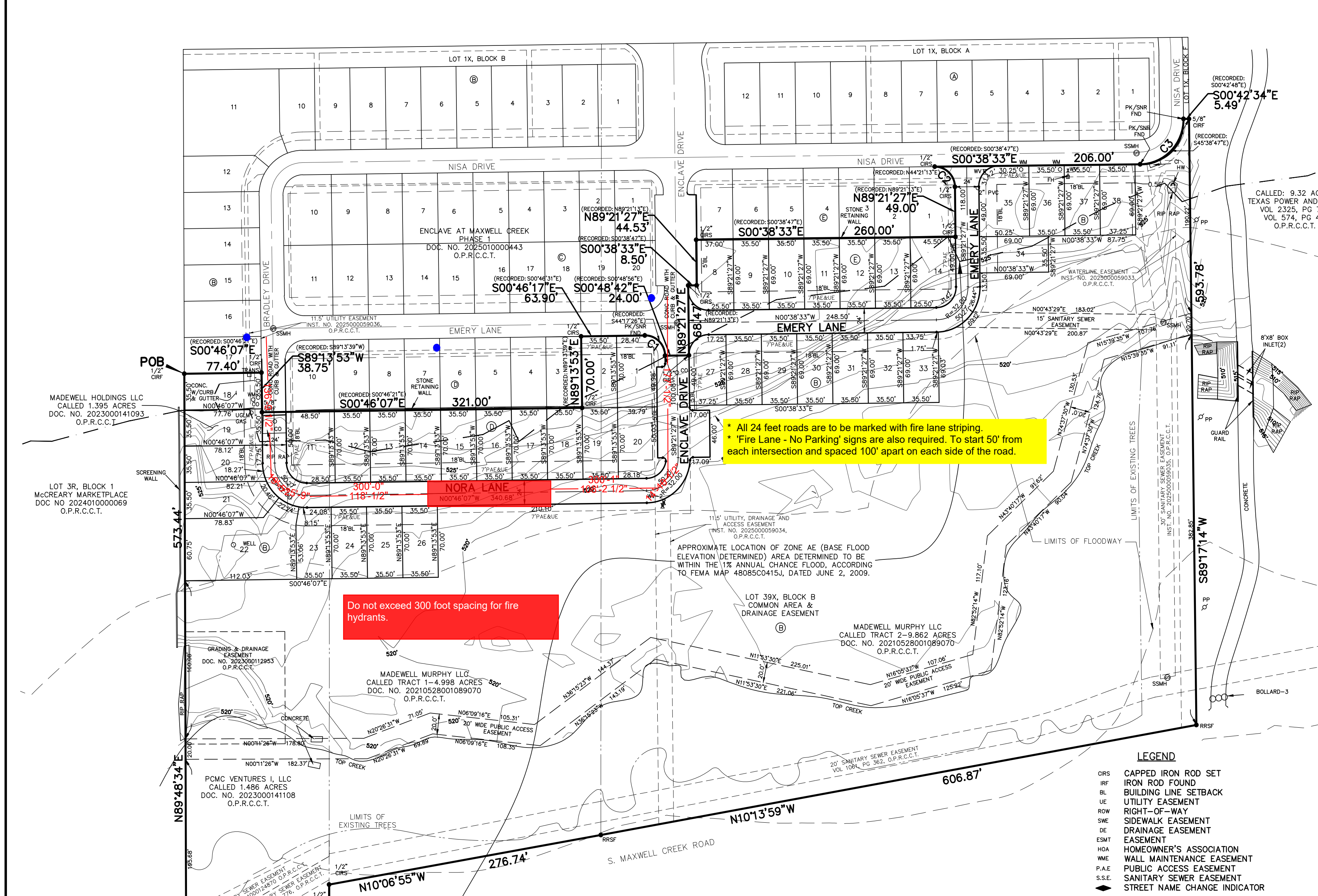
SHOW PROPOSED DETENTION PONDS ON THIS SHEET.

SHOW PROPOSED WATER LINES ON THIS SHEET.

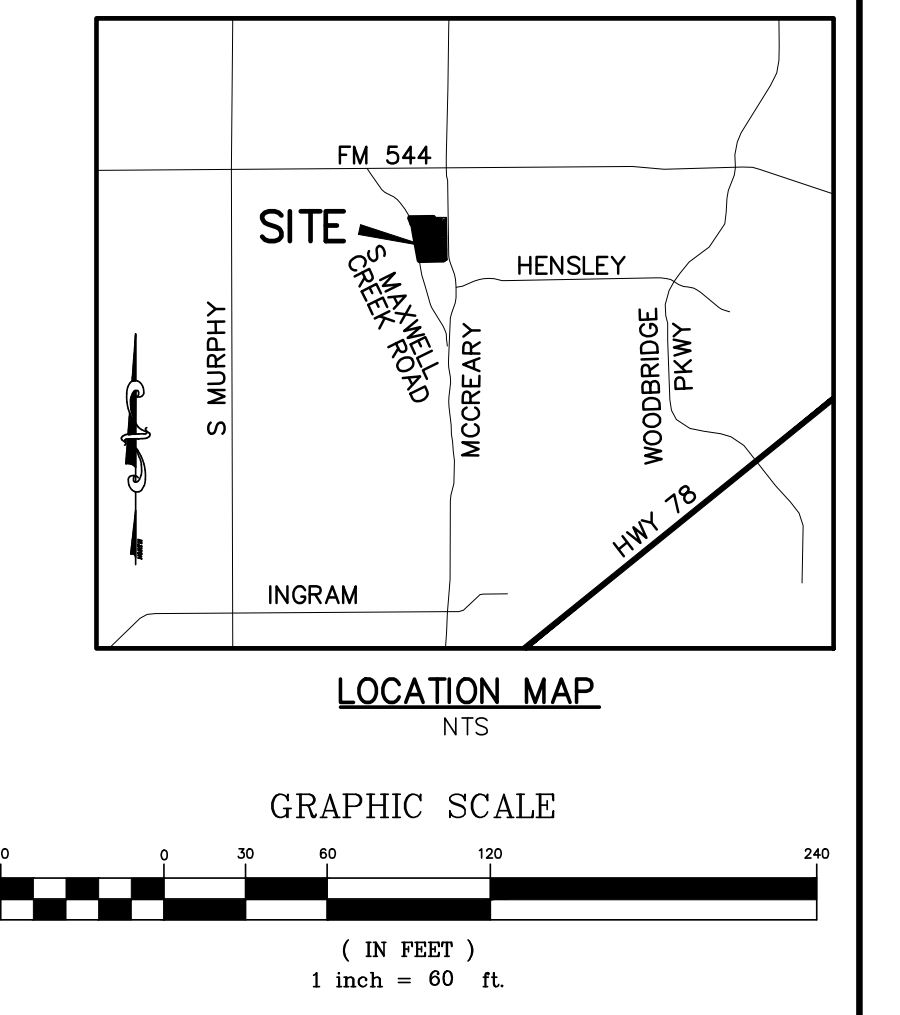


	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	PRELIMINARY ENGINEERING SANITARY SEWER PLAN ENCLAVE AT MAXWELL CREEK, PHASE 2 City of Murphy ETJ, Collin County, Texas	PROJECT NO. HOE354 <hr/> SHEET NO. 3
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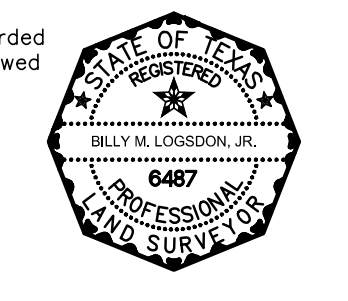


NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
 That MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as ENCLAVE MAXWELL CREEK PHASE 2, an addition to the City of Murphy, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon.
 The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.



WITNESS, my hand, this _____ day of _____, 2026.
 OWNER:
 BY: _____
 Printed name and title
 STATE OF TEXAS §
 COUNTY OF _____ §
 BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.
 Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS:
 That I, Billy M. Logsdon, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.
 "Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."
 Billy M. Logsdon, Jr.
 Registered Public Land Surveyor No. 6487
 STATE OF TEXAS §
 COUNTY OF _____ §
 BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared BILLY M. LOGSDON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.
 Notary Public, State of Texas



LEGEND
 CRS CAPPED IRON ROD SET
 IRF IRON ROD FOUND
 BL BUILDING LINE SETBACK
 UE UTILITY EASEMENT
 ROW RIGHT-OF-WAY
 SWE SIDEWALK EASEMENT
 DE DRAINAGE EASEMENT
 ESMT EASEMENT
 HOA HOMEOWNERS ASSOCIATION
 WMC WALL MAINTENANCE EASEMENT
 P.A.E. PUBLIC ACCESS EASEMENT
 S.S.E. SANITARY SEWER EASEMENT
 Street Name Change Indicator

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	31.46'	090°07'28"	20.00'	20.04'	S44°17'27"W	28.32'
C2	31.41'	089°58'58"	20.00'	19.99'	N44°21'27"E	28.28'
C3	69.12'	090°00'31"	44.00'	44.01'	S45°38'33"E	62.23'

LOT AREA TABLE

BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
B-18	2,754	0.063	B-39X	387,156	8.888
B-19	2,767	0.064	D-1	2,967	0.068
B-20	2,801	0.064	D-2	2,485	0.057
B-21	3,090	0.071	D-11	3,309	0.076
B-22	7,209	0.166	D-12	2,485	0.057
B-23	2,460	0.056	D-13	2,485	0.057
B-24	2,485	0.057	D-14	2,485	0.057
B-25	2,485	0.057	D-15	2,485	0.057
B-26	2,485	0.057	D-16	2,485	0.057
B-27	2,484	0.057	D-17	2,485	0.057
B-28	2,449	0.056	D-18	2,485	0.057
B-29	2,449	0.056	D-19	2,485	0.057
B-30	2,449	0.056	D-20	2,862	0.066
B-31	2,449	0.056	E-8	2,675	0.061
B-32	2,450	0.056	E-9	2,450	0.056
B-33	2,450	0.056	E-10	2,449	0.056
B-34	2,449	0.056	E-11	2,449	0.056
B-35	3,381	0.078	E-12	2,449	0.056
B-36	2,449	0.056	E-13	2,450	0.056
B-37	2,449	0.056	E-14	3,054	0.070
B-38	2,449	0.056			

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS MADEWELL MURPHY, LLC, MADEWELL HOLDINGS, LLC AND PCMC VENTURES I, LLC are the owners of a tract of land located in the City of Murphy, Collin County, Texas, being part of the Henry Maxwell Survey, Abstract No. 579, being part of that called 1,395 acre tract of land described in a General Warranty Deed to Madewell Murphy, LLC recorded as Document No. 2023000141093 (O.P.R.C.C.T.), being all of that called 1,486 acre tract of land described in a General Warranty Deed to PCMC Ventures I, LLC recorded as Document No. 2023000141108 (O.P.R.C.C.T.), being part of that called 4,998 acre tract of land described as First Tract and part of that called 9,862 acre tract of land described as Second Tract, both described in a Special Warranty Deed with Vendor's Lien to Madewell Murphy, LLC, recorded as Document No. 20210528001089070 (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "CORWIN ENG INC" found (hereinafter called capped iron rod) in the north line of said 1,395 acre tract of land, said iron rod being in the south line of Lot 3R, Block 1 of McCreey MarketPlace, an addition to the City of Murphy, recorded in Document No. 2024010000069, O.P.R.C.C.T., and said iron rod being at the northwest corner of Lot 17, Block B of Enclave at Maxwell Creek, Phase 1, an addition to the City of Murphy, recorded in Document No. 2025010000443, O.P.R.C.C.T.

THENCE along the west line of said Enclave at Maxwell Creek, Phase 1 as follows:

South 00 degrees 46 minutes 07 seconds East, a distance of 77.40 feet to a one-half inch capped iron rod found at the southwest corner of said Lot 17, said iron rod being in the north line of Bradley Drive (a 24 foot wide right-of-way);

South 89 degrees 13 minutes 53 seconds West, a distance of 38.75 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS." found in the north line of Bradley Drive;

South 00 degrees 46 minutes 07 seconds East, a distance of 321.00 feet to a one-half inch capped iron rod found at the southwest corner of Lot 3, Block D of said Enclave at Maxwell Creek, Phase 1

North 89 degrees 13 minutes 53 seconds East, a distance of 70.00 feet to a one-half inch iron rod with cap stamped "JBI" set (hereinafter called capped iron rod set) for corner at the southeast corner of said Lot 3, said iron rod being in the west line of Emery Lane (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 63.90 feet to a PK Nail with Shiner found in the west line of Emery Lane;

Southwest along a curve to the right through a central angle of 90 degrees 07 minutes 28 seconds, having a radius of 20.00 feet, an arc length of 31.46 feet, a chord bearing of South 44 degrees 17 minutes 27 seconds West and a chord distance of 28.32 feet to a one-half inch capped iron rod set for corner in the north line of Enclave Drive (a 24 foot wide right-of-way);

South 00 degrees 48 minutes 07 seconds East, a distance of 24.00 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

North 89 degrees 21 minutes 27 seconds East, a distance of 68.47 feet to a one-half inch capped iron rod set in the south line of Enclave Drive;

South 00 degrees 38 minutes 33 seconds East, a distance of 8.50 feet to a one-half inch capped iron rod set for corner in the south line of Enclave Drive;

South 89 degrees 21 minutes 27 seconds East, a distance of 44.53 feet to a one-half inch capped iron rod set in the south line of Enclave Drive, said iron rod being at the northeast corner of Lot 7, Block E said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 38 minutes 33 seconds East, a distance of 260.00 feet to a one-half inch capped iron rod found for corner at the southwest corner of Lot 1, said Block E;

South 89 degrees 21 minutes 27 seconds East, a distance of 49.00 feet to a one-half inch capped iron rod set in the south line of said Lot 1;

Northeasterly along a curve to the left through a central angle of 89 degrees 58 minutes 59 seconds, having a radius of 20.00 feet, an arc length of 31.41 feet, a chord bearing of North 44 degrees 21 minutes 27 seconds East and a chord distance of 28.28 feet to a one-half inch capped iron rod set for corner in the east line of said Lot 1, said iron rod being in the west line of Nisa Drive (a 24 foot wide right-of-way);

South 00 degrees 38 minutes 33 seconds East, a distance of 206.00 feet to a PK Nail with Shiner found for corner in the west line of Nisa Drive;

Southwest along a curve to the left through a central angle of 90 degrees 00 minutes 31 seconds, having a radius of 44.00 feet, an arc length of 44.01 feet, a chord bearing of South 45 degrees 38 minutes 33 seconds East and a chord distance of 62.23 feet to a PK Nail with Shiner found for corner in the south line of Nisa Drive, said iron rod being at the northwest corner of Lot 1X, Block F of said Enclave at Maxwell Creek, Phase 1;

South 00 degrees 42 minutes 34 seconds East, a distance of 5.49 feet to a five-eighths inch iron rod with cap stamped "BLEW AND ASS." found for corner at the southwest corner of said Lot 1X, said iron rod being in the south line of said 9,862 acre tract of land and said iron rod being in the north line of a called 9.32 acre tract of land described in a Deed to Texas Power & Light Company, recorded in Volume 574, Page 411 and Volume 2325, Page 730, O.P.R.C.C.T.;

THENCE South 89 degrees 17 minutes 14 seconds West, a distance of 693.78 feet along the south line of said 9,862 acre tract of land and along the north line of said 9.32 acre tract of land to a rail road spike found at the southwest corner of said 9,862 acre tract of land, said spike being in or near the centerline pavement of S Maxwell Creek Road (a variable width prescriptive use right-of-way);

THENCE North 10 degrees 13 minutes 59 seconds West, a distance of 606.87 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 9,862 acre tract of land, said spike being at the southwest corner of said 4,998 acre tract of land;

THENCE North 10 degrees 06 minutes 55 seconds West, a distance of 276.74 feet to a rail road spike found within the pavement of S Maxwell Creek Road, said spike being at the northwest corner of said 4,998 acre tract of land, said spike being in the south line of said 1,486 acre tract of land;

THENCE North 89 degrees 57 minutes 28 seconds West, a distance of 19.94 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road, said iron rod being at the southwest corner of said 1,486 acre tract of land;

THENCE along the west line of said 1,486 acre tract of land as follows:

North 19 degrees 11 minutes 48 seconds West, a distance of 47.83 feet to a one-half inch capped iron rod set for corner within the right-of-way of S Maxwell Creek Road;

North 20 degrees 47 minutes 48 seconds West, a distance of 105.01 feet to a cotton spindle found within the pavement of S Maxwell Creek Road, said cotton spindle being at the northwest corner of said 1,486 acre tract of land, said cotton spindle being at the southwest corner of said Lot 3R;

THENCE North 89 degrees 38 minutes 33 seconds East, a distance of 573.44 feet along the north line of said 1,486 acre tract, along the north line of said 1,395 acre tract of land and along the south line of said Lot 3R to the **POINT OF BEGINNING** and containing 521,750 square feet or 11,975 acres of land.

OWNER:
 BY: _____
 Printed name and title
 STATE OF TEXAS §
 COUNTY OF _____ §
 BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.
 Notary Public, State of Texas

CITY APPROVAL OF CONSTRUCTION PLAT
 Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.
 RECOMMENDED BY: _____
 Signature of Chairperson _____ Date _____
 City of Planning and Zoning Commission
 City of Murphy, Texas
 APPROVED BY: _____
 Signature of Mayor _____ Date _____
 City Council
 City of Murphy, Texas
 ATTEST: _____
 City Secretary _____ Date _____

CONSTRUCTION PLAT
ENCLAVE AT MAXWELL CREEK,
PHASE 2

40 TOTAL RESIDENTIAL LOTS AND
 1 HOA LOT
 PLANNED DEVELOPMENT-205-SINGLE FAMILY-7

11.978 ACRES OUT OF THE
 HENRY MAXWELL SURVEY, ABSTRACT NO. 579;
 CITY OF MURPHY, COLLIN COUNTY, TEXAS

PCMC VENTURES I, LLC OWNER
 3401 Westway Court
 Plano, Texas 75093

MADEWELL HOLDINGS, LLC
MADEWELL MURPHY, LLC OWNER
 4532 White Rock Lane
 Plano, Texas 75024

D.R. HORTON-TEXAS, LTD. DEVELOPER
 4306 Miller Road, Suite A
 Rowlett, Texas 75088 (469) 443-5938
 Contact: David Booth

JBI PARTNERS, INC. SURVEYOR/ENGINEER
 2121 Midway Road, Suite 300
 Carrollton, Texas 75006 (972) 248-7676
 Contact: Brittany Crenshaw
 TBPELS No. F-438 TBPELS No. 10076000

Submitted: _____ Sheet 1 of 1
 PREPARED BY: BML CHECKED BY: BML DATE: 04/09/2026

Plotted by: vasquez Plot Date: 4/9/2026 2:59 PM
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C VALUES TAKEN FROM ISWM TECHNICAL HYDROLOGY MANUAL

PAD: C = 0.95, A = 0.026 C X A = 0.025

DRIVEWAY: C = 0.95, A = 0.008 C X A = 0.008

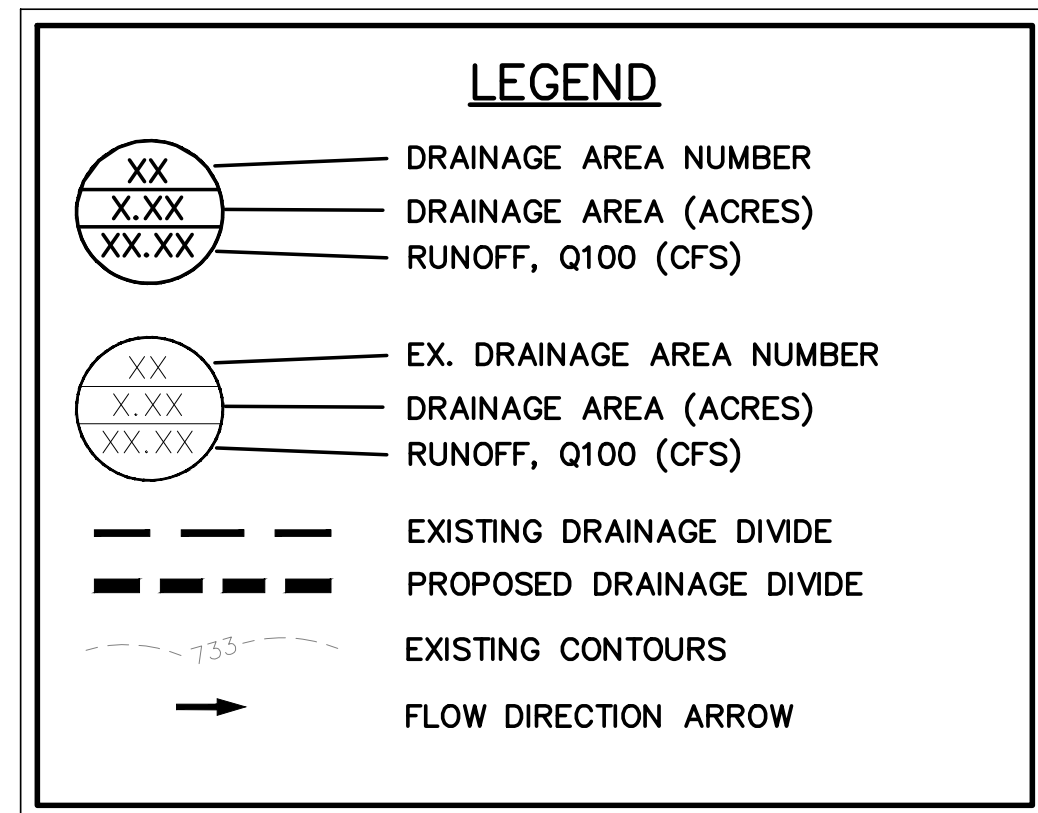
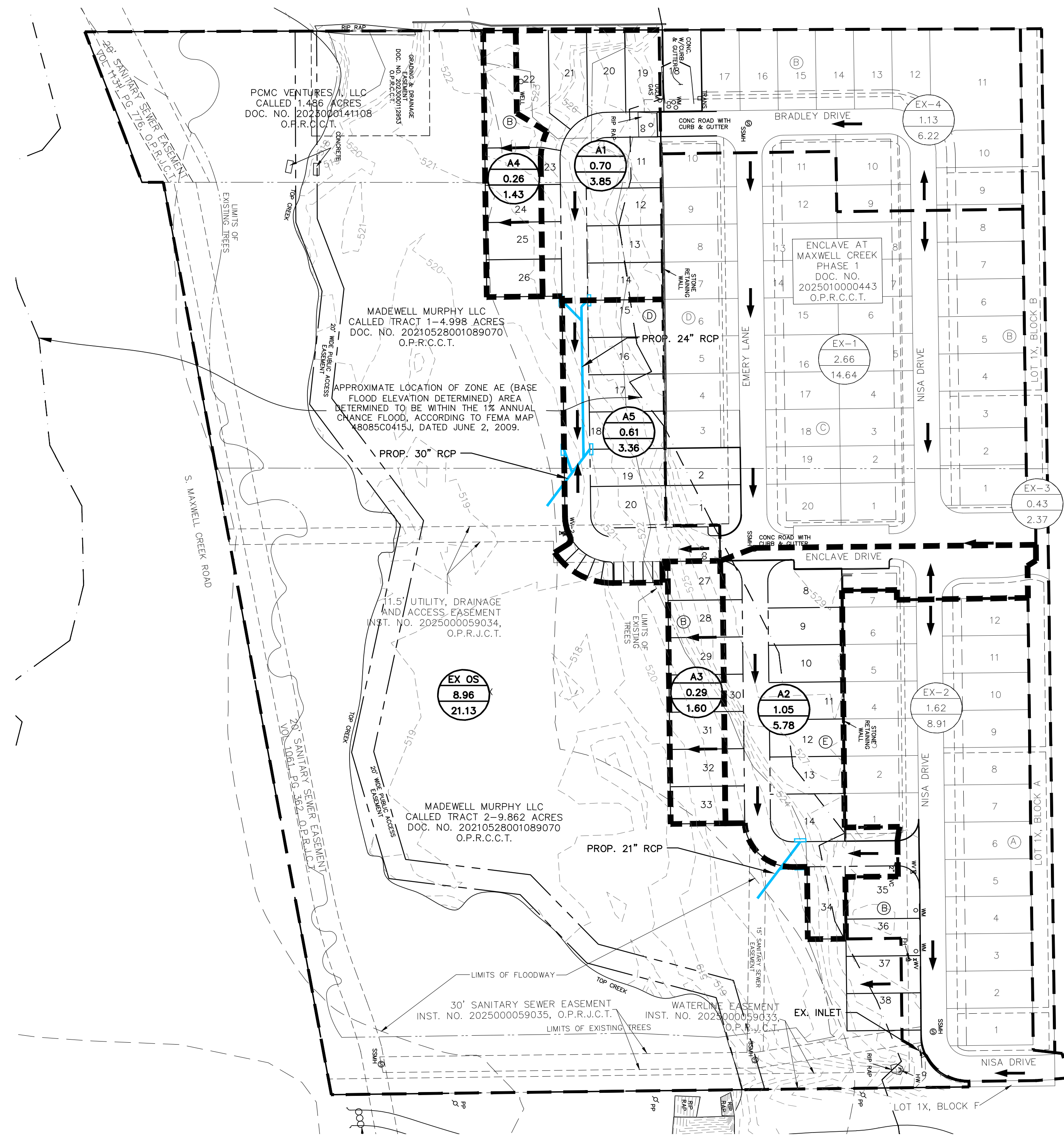
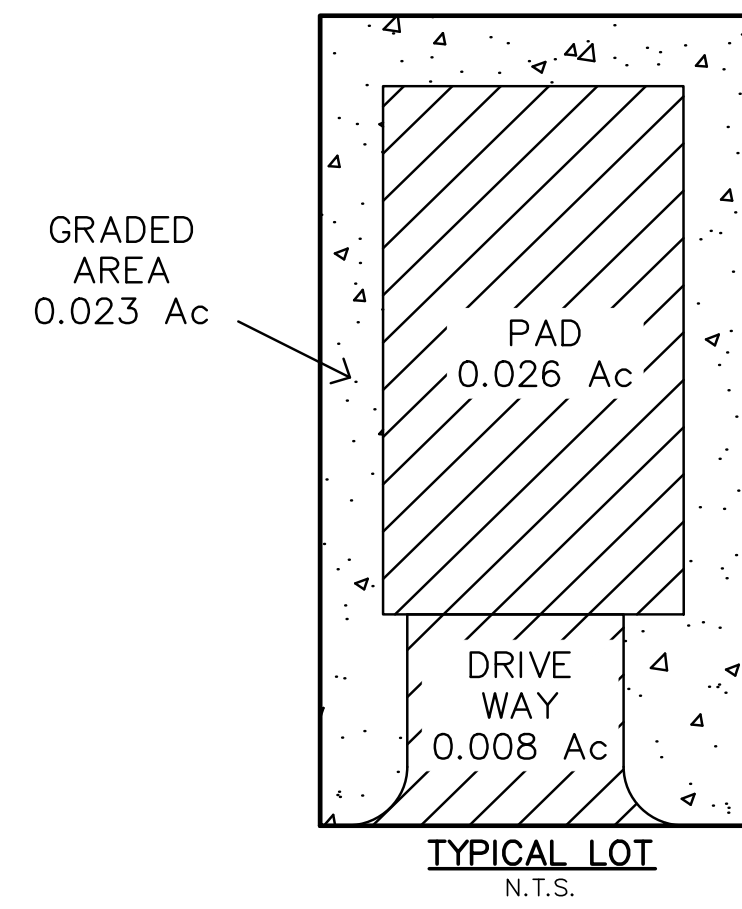
GRADED AREA: C = 0.30, A = 0.023 C X A = 0.007

C X A TOTAL = 0.040

TOTAL AREA = 0.057

C X A TOTAL / TOTAL AREA = 0.70

WEIGHTED C FACTOR = 0.70



DRAINAGE DESIGN THEORY

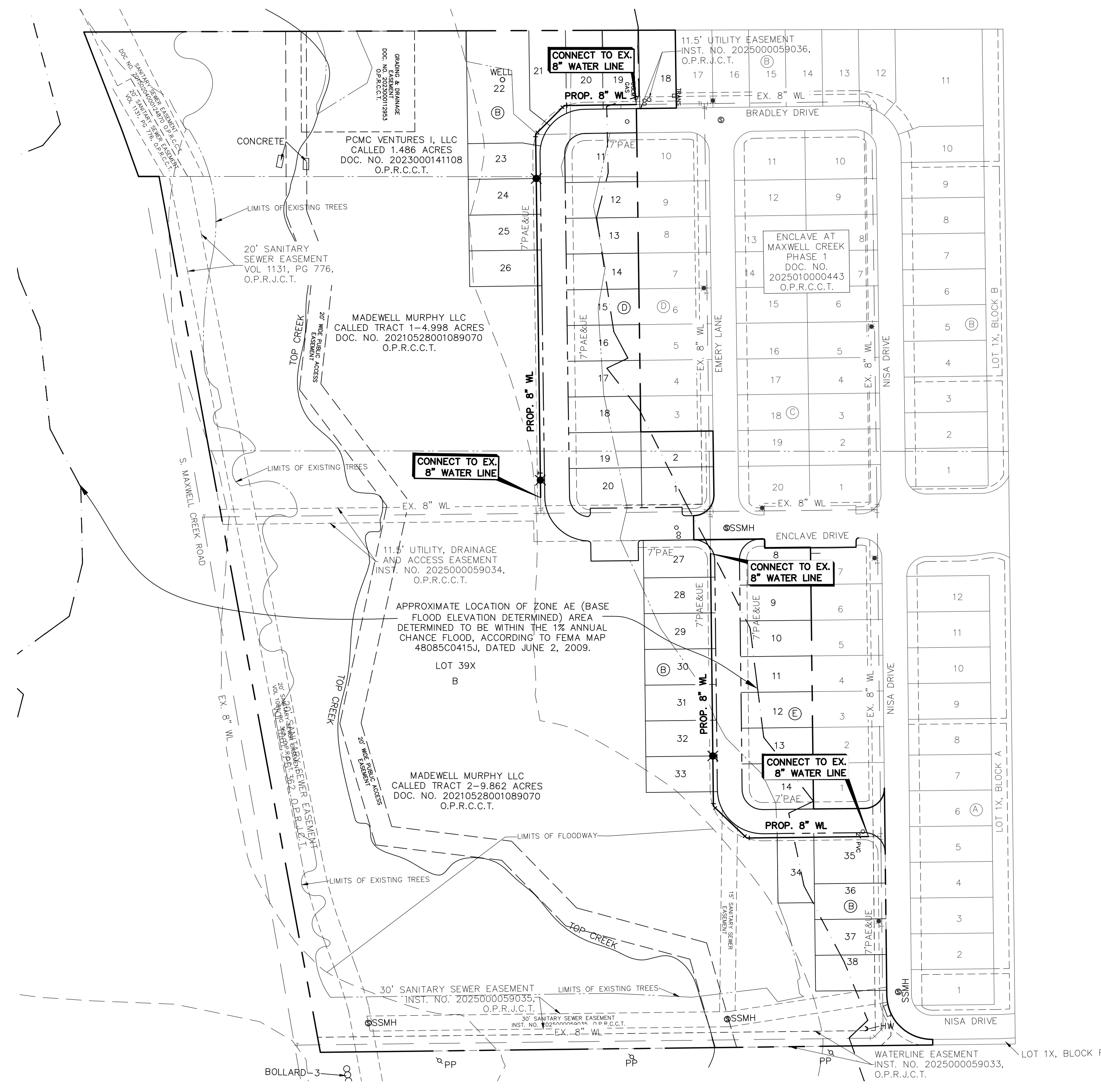
Q=CIA
 "C" values calculated through weighted c value equation
 "I" values taken from NCTOG ISWM Technical Hydrology Manual

RUNOFF CALCULATIONS									
Drainage Area #	Area (Acres)	Runoff Coeff. "C"	Intensity (in./hr.) "I"	Intensity (in./hr.) "I ₁₀ "	Time (conc.) (minutes) T _c	Discharge (c.f.s.) "Q ₁₀ "	Discharge (c.f.s.) "Q ₁₀₀ "	Destination	
A1	0.70	0.70	5.38	7.86	15	2.64	3.85	Inlets A1	
A2	1.05	0.70	5.38	7.86	15	3.95	5.78	Inlets A2	
A3	0.29	0.70	5.38	7.86	15	1.09	1.60		
A4	0.26	0.70	5.38	7.86	15	0.98	1.43	Inlets A5	
A5	0.61	0.70	5.38	7.86	15	2.30	3.36		
BASIN A	2.91					10.98	16.01		
EX-1	2.66	0.70	5.38	7.86	15	10.02	14.64	Inlets A5	
EX-2	1.62	0.70	5.38	7.86	15	6.10	8.91	Inlets EX-2	
EX-3	0.43	0.70	5.38	7.86	15	1.62	2.37	Inlets EX-3	
EX-4	1.13	0.70	5.38	7.86	15	4.28	6.22	Inlets A1	
BASIN EX	5.84					21.99	32.13		
EX OS	8.96	0.30	5.38	7.86	15	14.46	21.13		
BASIN EX	8.96					14.46	21.13		

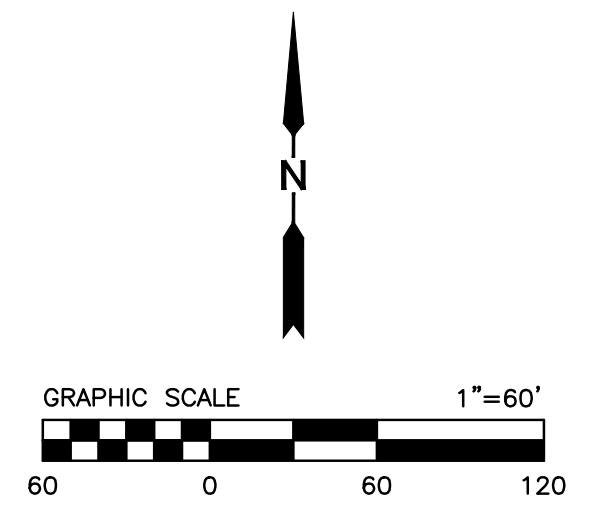
JBI PARTNERS
 2121 Midway Road
 Suite 300
 Carrollton, Texas 75006
 972.248.7676
 TBPE No. F-438
 TBPLS No. 10076000

PRELIMINARY ENGINEERING		PROJECT NO.
DRAINAGE PLAN		HOE354
ENCLAVE AT MAXWELL CREEK, PHASE 2		SHEET NO.
City of Murphy ETJ, Collin County, Texas		1

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LEGEND	
	PROPOSED 8" WATER LINE
	PROPOSED FIRE HYDRANT
	EXISTING 8" WATER LINE



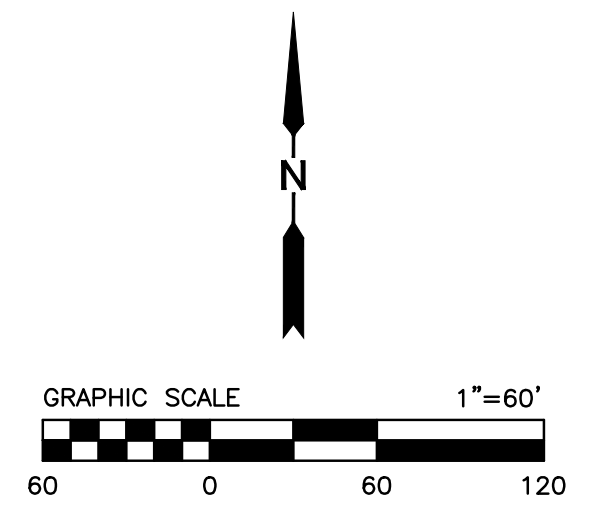
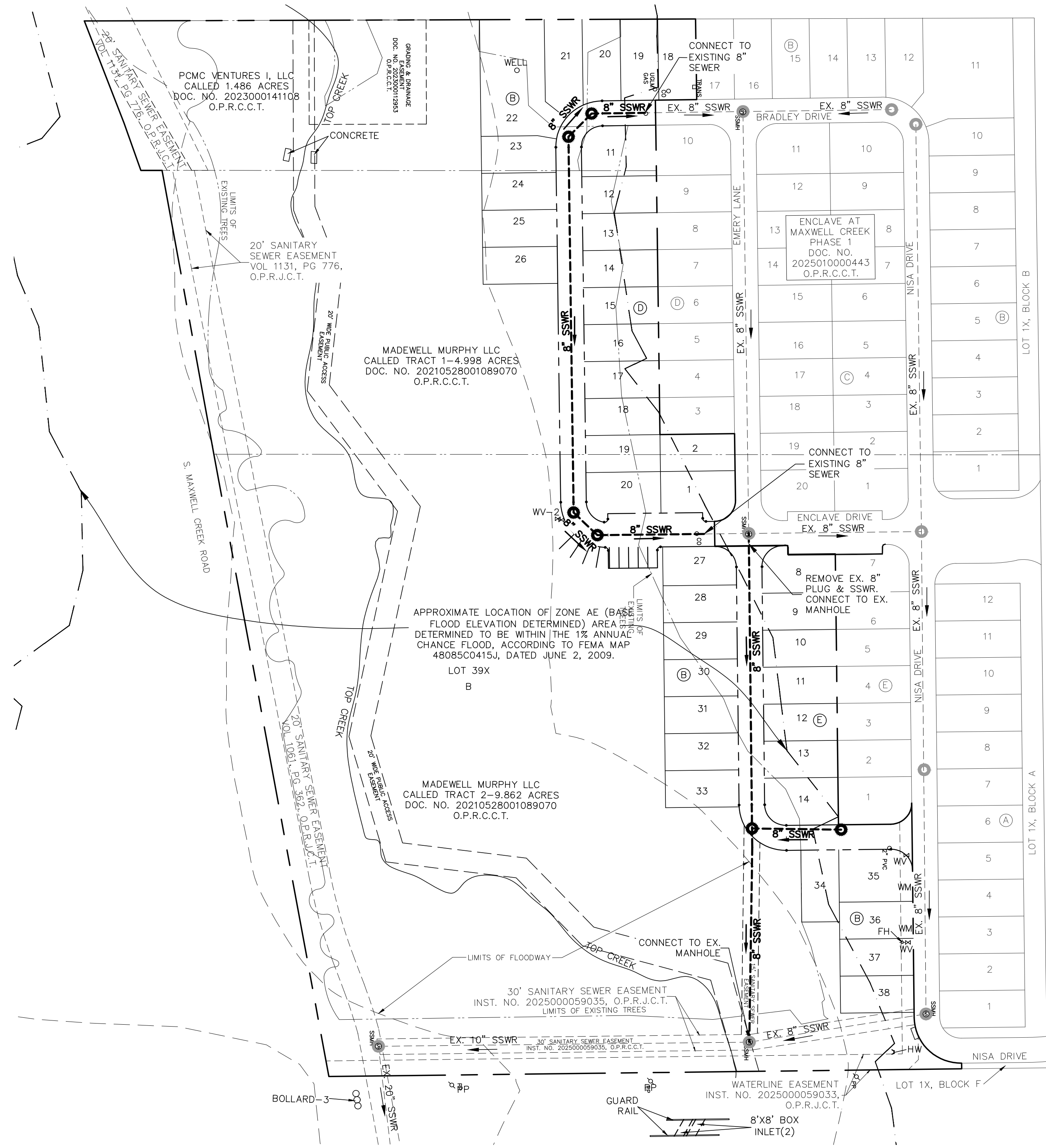
JBI PARTNERS
 2121 Midway Road
 Suite 300
 Carrollton, Texas 75006
 972.248.7676
 TBPE No. F-438
 TBPLS No. 10076000

PRELIMINARY ENGINEERING
WATER PLAN
ENCLAVE AT MAXWELL CREEK, PHASE 2
 City of Murphy ETJ, Collin County, Texas

PROJECT NO.	HOE354
SHEET NO.	2

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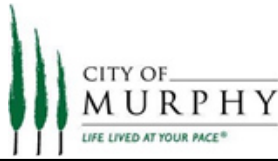
LEGEND	
	PROPOSED SANITARY SEWER LINE & MANHOLE
	EXISTING SANITARY SEWER LINE & MANHOLE



	2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	PRELIMINARY ENGINEERING SANITARY SEWER PLAN ENCLAVE AT MAXWELL CREEK, PHASE 2 City of Murphy ETJ, Collin County, Texas	PROJECT NO. HOE354 <hr/> SHEET NO. 3
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Plotted by: /rodriguez Plk Date: 4/10/2026 7:13 AM

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Finance Department
June 2, 2026

ISSUE:

Consider and/or Act on an Ordinance amending the FY26 General and VERF Funds to increase the budget for unanticipated expenses. Paulette Overman, Assistant Finance Director

SUMMARY:

Detailed in "Exhibit A" are the requested budget amendments:

- To increase the budget in the General and VERF funds due to unexpected expenses associated with needed upgrades in hardware for the IT department.

"Exhibit B" is attached for reference and transparency with purposes, descriptions, and fund balance impacts and estimates.

FINANCIAL CONSIDERATIONS:

Fund Balance projected impacts for each budget amendment are provided in "Exhibit B" as an impact to fund balance resulting from the proposed line-item amendments.

OTHER CONSIDERATIONS:

Section 7.09 Amending the Budget of the Murphy City Charter states the following:

"Under conditions which may arise, and for municipal purposes, the City Council may, by the affirmative vote of a majority of the full membership of the City Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance and maintained in accordance with state law."

ACTION REQUIRED:

Act on an Ordinance amending the FY26 General, and VERF funds, to increase budget for unanticipated expenses in the Information Technology department.

ATTACHMENTS:

[Ordinance FY26 Budget Amendments 06.02.26](#)

[Exhibit A FY26 Budget Amendment 06.02.26](#)

[Exhibit B FY26 Budget Amendment 06.02.26](#)

[TAXPAYER IMPACT STATEMENT](#)

ORDINANCE NUMBER 26-06-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2026 BUDGET; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, chapter 102 of the Texas Local Government Code, as amended, governs municipal budgets and provides that the chapter does not prevent the City Council of the City of Murphy, Texas, from making changes in the budget for municipal purposes; and

WHEREAS, section 7.09 of the City of Murphy Home-Rule Charter authorizes the amending of the fiscal year 2026 (FY26) budget; and

WHEREAS, as required by the City Charter, the City Manager has prepared an amendment to certain expenditures in the FY26 budget and submitted same to the City Council for its approval, and a true and correct copy is attached as *Exhibit A and B* and

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

Section 1. The findings set forth above are incorporated into the body of this Ordinance as if fully set herein.

Section 2. That pursuant to the City Charter requirements of the City of Murphy, Texas, the budget amendment for FY26, attached as *Exhibit A and B*, is hereby authorized and approved.

Section 3. That pursuant to the City Charter requirements, this Ordinance and budget amendment shall become an attachment to the fiscal year original budget.

Section 4. That this Ordinance shall become effective from and after its passage and it is so ordained.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Murphy, Texas, on this 2nd day of June 2026.

APPROVED:

Scott Bradley, Mayor
City of Murphy

ATTEST:

Kandi Jackson, City Secretary

EXHIBIT A

FY26 Budget Amendments
06/02/2026

Purposes for each amendment on "Exhibit B"

Fund Name	Debt Source/Fund	Account Number	Account Name	Amount (\$)
General Fund	Information Technology	10-5402-3112-0000	Hardware Maintenance	55,000
Impact to General Fund 10 Balance				55,000
VERF	Information Technology	72-5402-4390-0000	Computer Hardware	510,000
Impact to Balance				510,000

City of Murphy

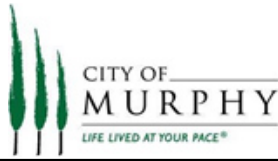
Adoption Date	Ordinance Number	Fund	Appropriation in FY26 Budget? (Y/N)	Budget Amendment Type*	Department/Debt Source	Purpose	Account Number	Account Name	Amount
FY26 Proposed Budget Amendment							For the June 2, 2026 Council Agenda		Exhibit B
		General Fund	Y	3	Information Technology	Cohesity Hardware Refresh. End of Life Asset in FY27. The 6 month lead time prevents delaying until next year. See below explanation *	10-5402-3112-0000	Hardware Maintenance	55,000
								Net impact to General Fund 10	55,000
		VERF	N	3	Information Technology	Nutanix Hardware Refresh. End of Life Asset in FY27. The 6 month lead time prevents delaying until next year. See below explanation **	72-5402-4390-0000	Computer Hardware	510,000
								Net impact to VERF Fund 72	510,000
*Bud Amendment Types: 1) Amendment to adj estimate of original budget 2) Amendment to recognize new funding -use "2" only for grants or external funding 3) Increase appropriation to maintain services									

* The hardware that hosts the City's on-site backups will reach end of life in February 2027. This will make the hardware out of compliance and unable to receive security and feature updates. City servers such as Incode and Laserfiche, mailboxes, and SharePoint sites are backed up to 3 Cohesity nodes, which run on 1 server array. The current server array will be end of life in February 2027 and will need to be replaced to remain in compliance with security updates and data backup best practices. As this equipment hosts warm backups for critical City data, reaching the end of life will expose that data to increased cybersecurity risk and could risk non-compliance with insurance requirements.

** The City's Nutanix server arrays will be end of life in March of 2027 and must be replaced. These server arrays host all of the City's servers and on-site services, including Incode, Laserfiche, payroll and billing email relays, the phone system, and critical security and identity infrastructure. Reaching end of life will mean no more security updates and a drop in support, exposing critical City systems to cybersecurity risk and long service outages. With the offboarding of the Athena CAD & RMS, this project will right-size the City's environment from 5 arrays to 3, significantly reducing costs while keeping N+1 redundancy. The 3 arrays were quoted at \$450k as of April 2026 and 5 arrays would have cost an estimated \$750k.

TAXPAYER IMPACT STATEMENT

	Current Tax Rate	Next FY26	
		No-New-Revenue Tax Rate	Proposed Tax Rate
Appraisal Tax Year	2024	2025	2025
Median Homestead Value	\$519,540	\$553,991	\$553,991
Tax Rate	0.362533	0.343487	0.357514
Estimated Taxes	\$1,884	\$1,903	\$1,981



IT Department
June 2, 2026

ISSUE:

Consider and/or Act on a Resolution of the City Council of the City of Murphy, Texas, authorizing the City Manager to negotiate and execute a purchase order and scope of work with Waypoint Solutions for the purchase of server equipment, software, and professional installation services through the Texas DIR purchasing program contract DIR-CPO-5371 and through the TIPS-USA purchasing contract number 230105. Carter Smith, Director of Information Technology.

SUMMARY:

Many of the City's critical services run on local servers, which are virtualized on five Nutanix arrays. Four of the arrays are G7 models purchased in 2020 that are reaching end of support in March of 2027. The fifth array is a G8 model purchased in 2022 and will reach the end of its lifecycle in 2027. These models are typically replaced after 5 years to avoid hardware failure, and staff proposed replacements for the FY26 budget. With the Motorola Flex project moving the Athena CAD servers off of the cluster, the server cluster can be reduced from 5 arrays to 3 arrays and staff opted to wait for FY27 replace the hardware. Reducing the cluster to 3 arrays will maintain the remaining servers with N+1 failure, keeping services running uninterrupted if one array fails.

Staff requested quotes from Nutanix, who used SuperMicro G10 arrays for their quote, and from Dell who used XC770 arrays for their quote. Both used the same configuration and the quotes came back the same. The final configuration will right size the cluster as in Table 1 but will still allow for significant growth in the remaining server's usage before losing the N+1 failure safety, and have room to add additional capacity if needed. Both vendors recommended up to a 7-year lifecycle for these new models.

Table 1. Current vs Proposed Configurations

Component	Current	Proposed
Processing Cores	192	96
Memory	3TB	3TB
Storage	232TB	184TB

The proposed configuration includes 5 years of licensing and support for the Nutanix virtualization software and engineer hours to setup and migrate to the new hardware.

FINANCIAL CONSIDERATIONS:

Due to recent AI datacenter projects purchasing all available hardware worldwide and current geopolitical events affecting shipping, prices for server equipment have greatly increased. The quote to replace 3 arrays in 2025 was \$305,000 and was expected to increase a little by 2026, but at the time would be worth waiting to avoid replacing all 5 arrays. In the final quarter of 2025, server prices surged due to AI datacenter demand and increased further due to recent geopolitical events. The quote to replace the 3 arrays increased to \$450,000 in March of 2026

and to \$510,000 in May of 2026. Other cities report similar or more drastic increases in quotes over the same time period, and one to two week quote expiration. These increases are displayed in Table 2. The May 2026 quote has been confirmed valid until June 10th.

Staff reached out to Nutanix and to Dell to better understand potential increases. Both initially stated that they are expecting 15-20% increase in the next 3 months and up to 30% increases over the next 6 months. In the last few weeks, the Nutanix manufacturer announced increases potentially approaching 60% from the May quote, leading to an accelerated timeline to order the replacement hardware. Neither company expects pricing to go down much over the next few years.

If the equipment is not purchased, staff have confirmed that Nutanix may extend hardware support on a case-by-case basis due to rising equipment costs. If extended support is approved for the City of Murphy, a 3-year renewal would cost \$270,000. The vendor has confirmed that support after 3 years is not an option, and staff would need to plan on making the same purchase of 3 arrays at the end of the extension with the potentially inflated costs.

Table 2. Server Price Increases

Date	Quote	Increase From 2025
March 2025	\$305,000	-
March 2026	\$450,000	47.5%
May 2026	\$510,000	67.2%
June 2026 Potential	\$816,000	167.5%

Due to the large demand for hardware, server delivery has increased to up to 8 months. While SuperMicro equipment is on the longer end of delivery time, Dell has been reported as still delivering some orders in about 2 months.

The upcoming increases in hardware costs and potential delays in delivery has led staff to recommend purchasing the equipment well in advance of the end of support date at the price in the May quote.

OTHER CONSIDERATIONS:

City staff are digitizing and automating a lot more workflows, leading to more document storage. At the same time, IT staff are gradually moving department working files to SharePoint and some document-heavy services such as Police RMS and Permitting to SAAS environments, reducing the need for additional storage or processing power. As such, IT staff vendor engineers estimate that the proposed hardware will provide enough extra resources to keep up with the City's growth until the next refresh.

The quote uses two cooperative agreement purchasing vehicles and fulfills purchasing requirements. The city attorney has reviewed the quote, contracts, and related documents.

ACTION REQUIRED:

Approve the resolution to authorize the City Manager to negotiate and execute a purchase order and scope of work with WayPoint Solutions for the purchase of server equipment, software, and professional installation services through the Texas DIR purchasing program and through the TIPS-USA purchasing contract.

ATTACHMENTS:

[Resolution 2026-R-X Waypoint Dell Nutanix PO v2 JM](#)

[Exhibit A Nutanix Hardware Refresh Quote & SOW](#)

RESOLUTION NUMBER 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE ORDER AND SCOPE OF WORK WITH WAYPOINT SOLUTIONS FOR THE PURCHASE OF SERVER EQUIPMENT, SOFTWARE, AND PROFESSIONAL INSTALLATION SERVICES THROUGH THE TEXAS DIR PURCHASING PROGRAM CONTRACT DIR-CPO-5371 AND THROUGH THE TIPS-USA PURCHASING CONTRACT NUMBER 230105.

WHEREAS, the City of Murphy, Texas (the “City”) is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Section 2054.0565 (b) to make purchases under a state contract therefore satisfying any state law requiring local governments to seek competitive bids for the purchase of the item(s); and

WHEREAS, the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program is a qualified purchasing program; and

WHEREAS, the State of Texas DIR has approved contract no. DIR-CPO-5371 with Dell Marketing, LP and with WayPoint Solutions as an approved reseller for data storage, data communication & networking equipment and related services; and

WHEREAS, the The Interlocal Purchasing System cooperative contracts program (“TIPS-USA”) is a qualified purchasing program; and

WHEREAS, TIPS-USA has approved contract no. 230105 with WayPoint Solutions for software and services; and

WHEREAS, the City has a need to upgrade server equipment throughout the City; and

WHEREAS, Dell and Waypoint provide hardware and services through the DIR and TIPS-USA programs that would meet the City’s needs; and

WHEREAS, all constitutional and statutory prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council deems the adoption of this resolution to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:

Section 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. That the Quote and Scope of Work with WayPoint Solutions attached hereto as **Exhibit A**, are approved.

Section 3. That the City of Murphy authorizes the City Manager to negotiate and execute a purchase order and scope of work and designates the City Manager as the authorized signer for any additional documents required for the purchase.

Section 4. This Resolution shall become effective upon its date of passage.

PASSED AND APPROVED on this 2nd day of June 2026.

Scott Bradley, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Jonathan Moss, Asst. City Attorney



Exhibit A

QUOTE

118 Vintage Park Blvd, W414, Houston, TX 77070
 Phone: 832-479-8540

Number AAAQ27776
Date May 21, 2026

Bill To

City of Murphy
 Carter Smith
 206 North Murphy Road
 Murphy, TX 75094
 USA

Phone 972.468.4027
 Email csmith@murphytx.org

Ship To

City of Murphy
 Carter Smith
 206 North Murphy Road
 Murphy, TX 75094
 USA

Phone 972.468.4027
 Email csmith@murphytx.org

Account Manager

Paul Sides
 281-841-2126
 psides@waypointsolutions.com

Contract

DIR-Dell EMC
 DIR-CPO-5371

Notes:

Pricing valid to June 10, 2026

Line	Qty	Description	Unit Price	Ext. Price
1	1	Dell XC770 - Nutanix	\$485,820.48	\$485,820.48
2		(3) Dell XC770 Core Nutanix OS for AHV 1.0 EDSFF E3.S Chassis with up to 16 Drives (NVMe Gen5) Direct Drives, Smart Flow Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400 Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400 Additional Processor Selected Heatsink for 2 CPU with GPU Configuration (CPU less than or equal to 250W) Performance Optimized 6400MT/s RDIMMs C30, No RAID for NVME chassis No Controller No Hard Drive Performance BIOS Settings UEFI BIOS Boot Mode with GPT Partition HCI 2U High Performance Gold Fan Dual, Redundant (1+1),Hot-Plug MHS Power Supply, 1500W MM, Titanium Riser Config 6-1, Rear Half Length, 4x16 FH Slots (Gen5), 1x8/1x16 OCP (Gen5), 2nd OCP x16 (Gen5) Rear Filler Blank for BOSS/OCP Informational Purposes Only No Cables Required BOSS-N1 controller card + with 2 M.2 480GB (RAID 1) (22x80) HCI 770 Motherboard, DAO		

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

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Line	Qty	Description	Unit Price	Ext. Price
		Secure Enterprise Key Manager License 3.0 Secured Component Verification iDRAC10, Enterprise 17G HCI 770 Shipping HCI Shipping HCI 2U Shipping Material HCI, No CCC, No CE Label Marking XC770-16 QR Label 2U Bezel, Standard, XC Core Cable Management Arm, 2U ReadyRails Sliding Rails (B21) iDRAC Group Manager, Enabled iDRAC Legacy Password for OCP cards 2U Quick Sync Type Left Ear Module None Required Certified Deployment Partner T2 ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years ProSupport 4-Hour 7x24 Onsite Service 4 Years Extended ProSupport 4-Hour 7x24 Onsite Service 1 Year Dell Hardware Limited Warranty 1 Year Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 16 x 64GB RDIMM, 6400MT/s, Dual Rank 8 x 7.68TB NVMe Read Intensive AG Drive E3s Gen5 with carrier 2 x C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America Broadcom 57414 Dual Port 25GbE SFP28 Adapter, OCP 3.0 NIC +Sec Broadcom 57414 25GbE SFP28 Dual Port Adapter, PCIe Full Height +Sec		
3		(96) SUB PRO AND PROD SW SUP SVC FOR Term: 10-01-2026 to 9/30/2031 Under TIPS Contract 230105		
4		(60) TERM IN MONTHS		
5	1	Waypoint Sevices	\$13,000.00	\$13,000.00

SubTotal	\$498,820.48
Tax	\$0.00
Shipping	\$0.00
Total	\$498,820.48

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control.

Purchase Options

Select your preferred payment option*:

[] Net 30 Days Purchase (purchase amount \$498,820.48)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

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SCOPE OF WORK

NUTANIX IMPLEMENTATION

TIPS CONTRACT #230105

City of Murphy

BY:





PROPRIETARY NOTICE

This proposal is the property of and is proprietary to Waypoint Business Solutions, LLC (Waypoint). It is not for disclosure or use without the written authorization of Waypoint. It shall not be duplicated or used, in whole or in part, for any purpose other than to evaluate Waypoint’s qualifications and shall be returned upon request.

PROJECT CONTACTS

Contact Name	Title	Phone	Email
BJ Tucker	Account Executive	214.392.4645	bitucker@waypointsolutions.com
Kevin Underwood	Solutions Architect	817.583.2211	kunderwood@waypointsolutions.com
Becky Reinis	Account Manager	469.964.6283	breinis@waypointsolutions.com
Cody Wright	Project Coordinator	629.401.7800	cwright@waypointsolutions.com

PROJECT SCOPE

Waypoint has interpreted from City of Murphy, (client) they wish to have Waypoint provide resources to implement new Nutanix server hardware connected to client provided networking for their new production cluster. All Waypoint and Nutanix best practices learned through formal training or experience in the field will be leveraged for this project.

PROJECT DETAILS

PROJECT COORDINATION TASKS

- Review the site environment and technical readiness requirements are completed
- Confirm installation dates
- Confirm deliverables and overall plan are reviewed and approved by the client
- Identify designated client contact
- Confirm client reviewed and understands the site requirements
- Confirm client reviewed and accepts and abides by the terms and conditions of the statement of work
- Provide change management coordination as applicable during the project
- Provide escalation point for issues and concerns for client
- Coordinate project status calls as applicable
- Confirm client Nutanix license entitlements
- Coordinate project close out calls for end of project once all Waypoint tasks are completed



REVIEW AND DISCUSS THE FOLLOWING:

- Client's considerations and understanding of existing policies, security requirements, configuration, processes and governance and their impact on the use and management on the new infrastructure components.
- Current VMware environment and considerations
- Current server environment and considerations
- Current storage environment and considerations
- Current network environment and considerations
- Security and all known requirements and considerations

HARDWARE IMPLEMENTATION

- Configure three new Dell XC-770 nodes
 - Rack and cable hardware
 - Update all hardware firmware patches
 - Configure network settings
 - Install and configure Nutanix AOS
 - Install and configure Acropolis Hypervisor
 - Configure cluster to meet vendor best practices
 - Validate all networking and cluster configurations operate to design
- Document final as deployed

MIGRATION

- Use best migration tool to seed workloads between clusters, example Nutanix Move or Veeam
- Migrate up to 75 VMs from existing Nutanix environment, within time constraints of implementation schedule
- Demonstrate management tools and functions
- Document final as deployed
- Review document and conduct knowledge transfer session

DELIVERABLE

At the completion, Waypoint will deliver the following, as applicable to the activities jointly defined by Waypoint and the Client throughout the duration of the project:

- Fully deployed Infrastructure related to project
- Project documentation
- Complete transfer of operation to client
- Complete project close out



PROJECT HARDWARE

The services included in this SOW are tied to hardware purchased from quote AAAQ27776.

3x Dell XC-770 nodes

- 2x 3.2GHz 16 core processors
- 1TB RAM
- 8x 7.68TB NVMe
- 4x 10/25GbE SFP28 NICs
- NCI Professional, 5yr Production license

Please review PREP document for rack space, power, and network connection requirements.



PROJECT COSTS

This is a fixed bid project.

Description	Total
Hardware Implementation	\$13,000.00
	\$13,000.00

While providing these services consulting or support may be required from other third-party vendors. If additional work is identified beyond the tasks included in this scope, the fees associated with the additional support will be mutually agreed upon by client and company prior to commencing such work.

Travel expenses for the onsite portion of the project are included for up to 5 days. Any additional days requested by the client to be onsite will incur additional travel expenses. Once travel dates are set any travel date changes will incur a \$500 schedule change fee.

ASSUMPTIONS

Waypoint may make certain assumptions while specifying the services and deliverables detailed in this scope of work (scope). It is the client’s responsibility to identify any incorrect assumptions or take immediate action which will make all the Waypoint’s assumptions correct. Waypoint has made the following specific assumptions while specifying the Services detailed in this scope

GENERAL ASSUMPTIONS

- If the assumptions used to develop the scope are found incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the scope, service levels and/or fee schedule, as appropriate.
- The resources to perform the services shall be available (including travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time (excluding nationally observed holidays) based on a forty (40) hour week unless previously agreed upon between client and Waypoint.
- Waypoint reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both the Client and Waypoint.
- Once travel dates are set any travel date changes will incur a \$500 schedule change fee.
- Outside services or resources not provided included in this scope is considered an expense for the project. These items can include software, hardware, professional services, etc. Any additional expenses are considered out of scope and will require the approval of the client via the change control process.
- Waypoint is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
- Client has verified solution compatibility with all applications providers and software vendors.
- Waypoint is not responsible for client software issues or compatibility with new environment.
- Waypoint is not responsible for project or service delivery delays caused by the client facility or personnel challenges.
- Work will be pre-scheduled with the client on a best effort basis. On demand support within a given services level agreement is not part of this scope and would require a separate agreement and contract.
- Waypoint reserves the right to sub-contract portions or all the requested services.



- Active Directory is in a known healthy state with no issues or problems.
- Current server environment is in a known healthy state with no issues or problems.
- The LAN and WAN is in a known healthy state with no issues or problems.
- All cabling is in place, in good working order and tested.
- All hardware will be accessible to Waypoint with connectivity rights as needed.
- Client will assure all the named site locations are ready for maintenance window upon scheduling the onsite work to begin.
- Client physical installation environment meets power and cooling requirements for all equipment.
- Patch cables and any related hardware in order to support the proper implementation will be provided by the client.
- Waypoint has adequate access to and assistance from client resources.
- Appropriate scheduling of maintenance window for any off-line work required.
- All necessary access to software will be provided to Waypoint for review and documentation as requested.
- All licensing history and licensing plans will be provided to Waypoint for review and documentation as requested.
- Continuous work effort and adherence to project timeline throughout the course of the project.
- Client has deep understanding of existing systems and knowledge of internal infrastructure.
- All hardware and software for the project has current maintenance and support agreements in place and client is responsible for any costs associated with vendor support.
- Any information not provided to Waypoint before implementation that Waypoint has not specifically called out in their review that impacts design and implementation will be provided by the client. Any information not provided by the client that impacts future or existing systems and requires additional resources to correct will require a change order from the client and may result in additional charges.
- The project will involve high level overview and 'transfer of knowledge'. The purpose of knowledge transfer is to explain the solution implementation and provide general operational guidance. Clients without previous experience in the technology should not expect to become proficient as a result of knowledge transfer. Proficiency can only be achieved through formal training and experience.

PROJECT SPECIFIC ASSUMPTIONS

- Client will have staff available to provide physical access to all locations
- Client will have staff available to provide network configurations required for all Nutanix hardware
- Client is responsible for all hardware being delivered to appropriate site
- Client to verify and troubleshoot application functionality in proposed new environment
- Client will be available and able to handle the physical tasks listed in this project
- Client responsible for providing 6U of rack space, 6x C13/C14 220v power outlets for 4,707 watts, 3x RJ-45 switch ports with CAT6 cables for management connectivity, and up to 12x 10/25GbE twinax cables for client LAN connectivity
- Client responsible for verifying existing applications will work in a Nutanix Acropolis environment
- Client responsible for network configuration and connectivity
- Client responsible for validating server applications and user access post migration
- Any additional project costs to be approved by client through change request prior to ordering or implementation



CHANGE REQUESTS

All change requests must be clearly communicated to the project coordinator and sales engineer. Project coordinator, sales engineer, and engineer will determine the impact of the requested changes and, if any, charges incurred to fulfill the request. The project coordinator will submit the change request to the client for email approval and the client will follow up with a signed copy of the change request to the project coordinator.

The client agrees to be billed at the standard hourly time and materials rate for any work performed outside the scope of work that does not go through the change request process.

RISKS

- Missing or inaccessible hardware may restrict or hinder the completion of tasks referenced in this project. This may extend timelines for the entire project.
- Inability to contact key client resources will slow the progress of all phases
- Inability to access current in use servers/software that impacts the project may misrepresent challenges or requirements impacting the successful implementation of the project.
- Connectivity or network issues not related to this project
- Server or Application incompatibility with desired final environment
- Availability of appropriate maintenance window to perform migration tasks
- Lack of licensing information may misrepresent challenges or requirements impacting the successful design and implementation of the project.
- Rescheduling of work effort or delaying project timeline will adversely affect Waypoint's ability to keep project commitments and schedule appropriate resources.
- Lack of client or client resource knowledge of existing infrastructure and systems could result in missing analysis of critical systems or products.

ITEMS NOT INCLUDED IN THIS SCOPE

For the avoidance of doubt, the parties acknowledge and agree that Waypoint is not responsible for any Customer and/or third-party personnel, hardware, software, equipment, or other assets currently utilized in the Customer's operating environment, and that the following activities are not included in the scope of this SOW:

- Any Waypoint training, services, tasks, or activities other than those specifically described in this scope of work.
- Any troubleshooting work outside the scope of work.
- Any remediation work not identified in the scope of work.
- Issues resulting from power/cabling/wiring installed by cabling contractors or client.
- Guarantees to End-User Performance for any existing Applications or Systems
- Guarantees to the Fitness or Function of any Client Selected Software / Hardware.
- Hardware requirements or costs associated with the project.
- Software requirements or costs associated with the project.
- Analysis of environmental system (i.e. Power/Generator, A/C)



AUTHORIZATION SIGNATURE

Unless previously withdrawn, the proposal is open for acceptance for 30 days following May 18, 2026. By signing below, client accepts this proposal along with the stated terms and conditions. Client and Waypoint reserves the right to cancel this agreement with a written notice.

Signature

Name

Title

Date



Human Resources
June 2, 2026

ISSUE:

Consider and/or Act on authorizing the addition of 1 full-time equivalent (FTE) position within the Police Department. Chelsie Montgomery, Director of Administrative Services

SUMMARY:

City staff is currently in the process of developing the FY2027 budget and based on recent discussions with City Council, 2 additional Police Officer positions have been informally supported for inclusion in FY2027.

Currently, 1 Police Officer is on military leave expected to exceed twelve 12 months, which has created a staffing gap affecting patrol operations.

To maintain adequate staffing levels and support operational continuity during this extended absence, staff requests authorization to add and fill 1 of the anticipated FTE positions in FY2026 with the remaining FTE to be included in the FY2027 budget.

There is no anticipated financial impact to the General Fund, as the position being filled corresponds to the employee currently on unpaid military leave.

FINANCIAL CONSIDERATIONS:

None

ACTION REQUIRED:

Consider and/or act on authorizing the addition of 1 full-time equivalent (FTE) position within the Police Department



City Secretary
June 2, 2026

ISSUE:

Consider and/or Act on nominating and electing Mayor Pro Tem to serve a one-year term.
Kandi Jackson, TRMC, City Secretary

SUMMARY:

Home Rule Charter § 3.05. Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem states the following.

...(3) The Mayor Pro-Tem shall be a Councilmember elected to be the Mayor Pro-Tem by the City Council annually at the first meeting of June or as soon thereafter as practicable, but not later than the last business day of July. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

This is the first meeting in June, and after the General Election. Therefore, in keeping with the Home Rule Charter, it is time to nominate and elect a Mayor Pro Tem to serve for a one-year term. The current Deputy Mayor Pro-Tem can be nominated and elected to serve again, as this position has no term limits.

ACTION REQUIRED:

Nominate and elect a Mayor Pro Tem to serve a one-year term.



City Secretary
June 2, 2026

ISSUE:

Consider and/or Act on nominating and electing Deputy Mayor Pro Tem for a one-year term.
Kandi Jackson, TRMC, City Secretary

SUMMARY:

Home Rule Charter § 3.05. Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem states the following.

...(4) The Deputy Mayor Pro-Tem shall be a Councilmember elected to the Deputy Mayor Pro-Tem by the City Council at the first meeting in June or soon thereafter as practicable, but not later than the last business day of July. The Deputy Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred upon the Mayor.

This is the first meeting in June, and after the General Election. Therefore, in keeping with the Home Rule Charter, it is time to nominate and elect a Deputy Mayor Pro Tem to serve for a one-year term. The current Deputy Mayor Pro-Tem can be nominated and elected to serve again, as this position has no term limits.

ACTION REQUIRED:

Nominate and elect a Deputy Mayor Pro Tem to serve a one-year term.