



**Planning & Zoning Commission
City of McLendon-Chisholm, Texas
Special Meeting Minutes
Wednesday, July 5, 2023**

The Planning & Zoning Commission of the City of McLendon-Chisholm convened in Special Session on Wednesday, July 5, 2023, at McLendon-Chisholm Fire Station #1, 1345 W FM 550, McLendon-Chisholm, Texas, with the following members present:

Members Present:	Robert Rohde Mark Kipphut	Co-Chair Commissioner
Staff Present:	Shelly Green Mike Coker	City Secretary City Planner

1. CALL TO ORDER

Co-Chair Rohde called the meeting to order at 7:00 p.m.

2. ITEMS FOR CONSIDERATION AND ACTION

2.1. Swear in New Commissioners

City Secretary Green swore in the following commissioners:

1. Mark Kipphut
2. Robert Rohde
3. Terry Eoff
4. Gyle Dale
5. Michael Easter (Alt)
6. Jose Velosquez (Alt)
7. Thomas Hritz (Alt)

Commissioner Chris Freeze will be sworn in at the next meeting.

2.2. Elect New Officers

**MOTION: ELECT COMMISSIONER MARK KIPPHUT AS THE NEW
CHAIRPERSON OF THE PLANNING & ZONING COMMISSION**

MADE BY:	Commissioner Rohde
SECONDED BY:	Commissioner Easter
APPROVAL:	Unanimous

MOTION: ELECTION COMMISSIONER ROBERT ROHDE AS THE NEW VICE-CHAIRPERSON OF THE PLANNING & ZONING COMMISSION

MADE BY: Commissioner Kipphut
SECONDED BY: Commissioner Easter
APPROVAL: Unanimous

2.3. Consider approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA lots.

City Planner Coker presented his recommendation:

APPLICANT: Colton Smith
Spiars Engineering and Surveying, Inc.
765 Custer Road
Plano, Texas 75075

PROPERTY OWNER: Tellus-Mann, LLC.
130 N. Preston Road
Suite 130
Prosper, TX 75078

REPRESENTATIVE: Colton Smith

LOCATION: 16.048 acres of land located at the intersection of Mann Road and FM 548 Kaufman County, McLendon-Chisholm ETJ. Parts of KCAD PID# 11030, 10984, 11029

This application is located within the extra territorial jurisdiction of McLendon-Chisholm.

The City Council has one of three possible decisions to make: Approval; Approval with conditions [the conditions must be specific citing the portion of the Subdivision Regulations with which the application fails to comply; or disapproval. [If disapproved, the specific sections of the Subdivision Regulations not complying with the code must be cited].

REQUEST:

The applicant is requesting approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA Lots.

PLANNING AND ZONING COMMISSION RECOMMENDATION: Approval with the following condition: Compliance with the Kaufman County Thoroughfare Plan for Mann Road. This is a requirement of the Interlocal agreement the City has with Kaufman County regarding platting in the City's ETJ located within Kaufman County. The ILA is attached to this report at the end of the report.

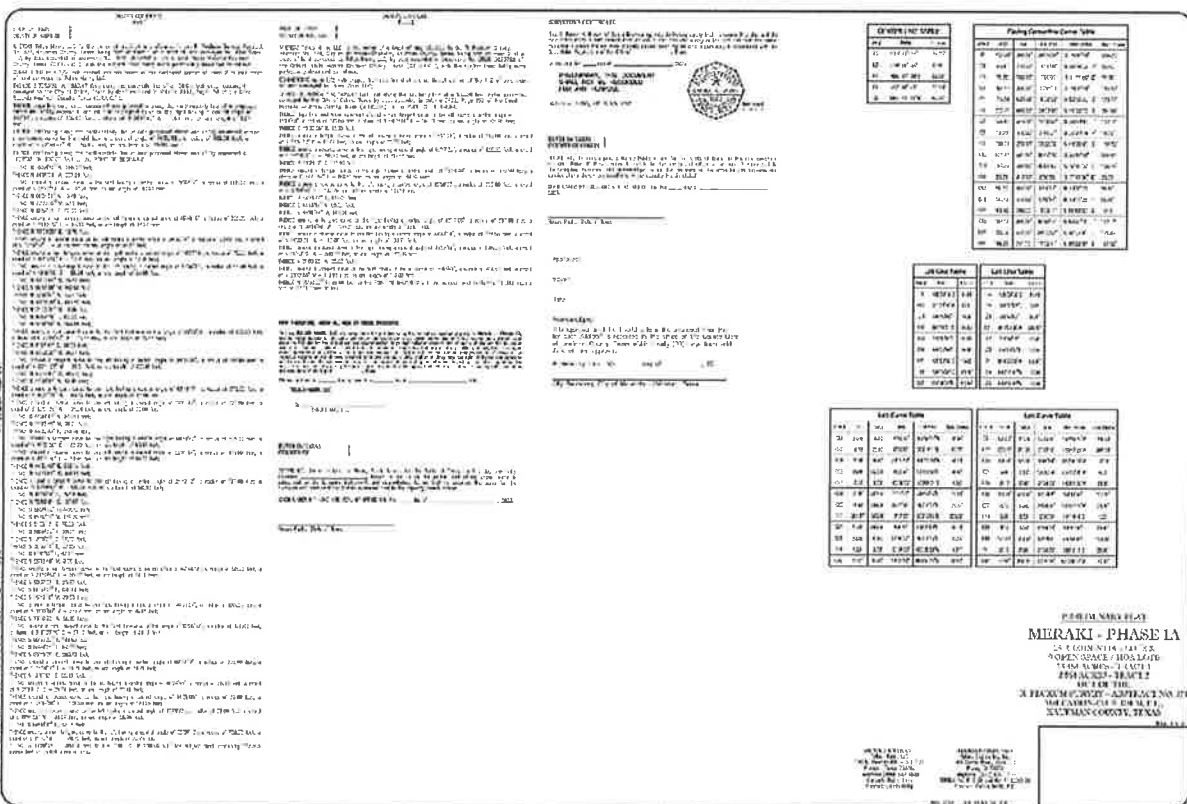
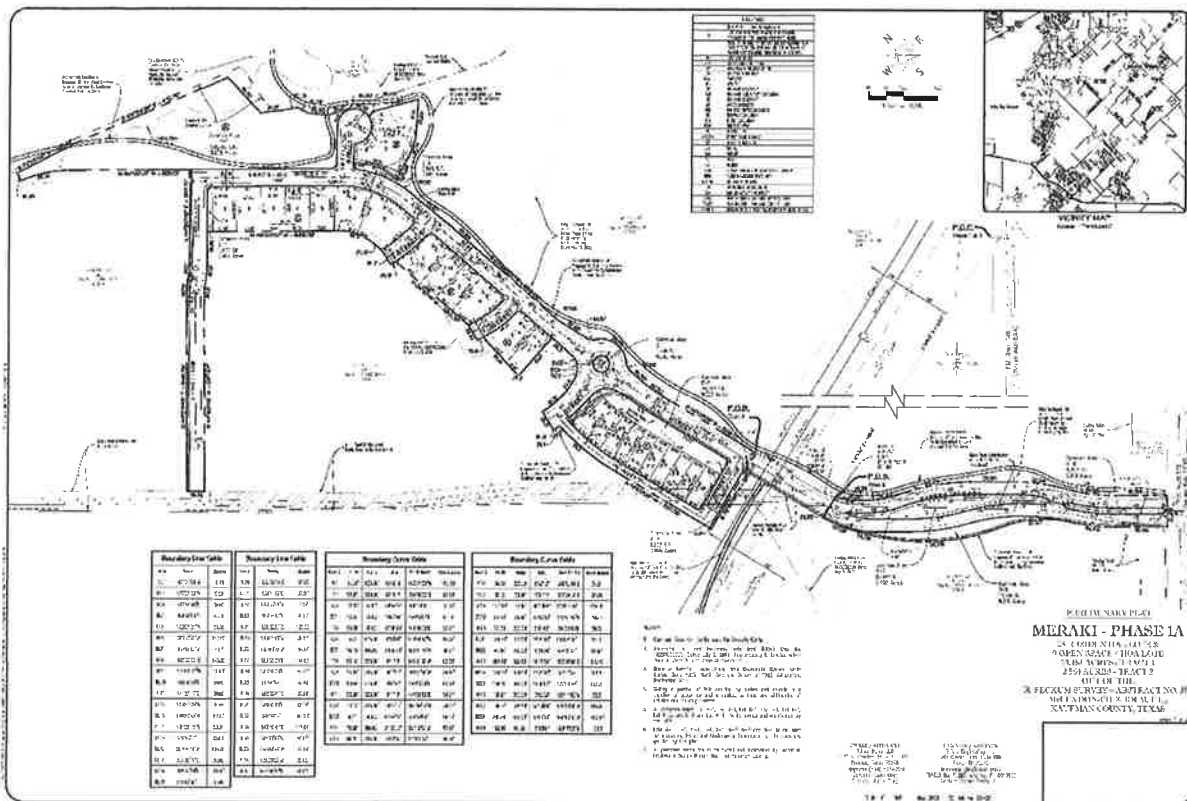
STAFF RECOMMENDATION: Approval with conditions:

- Revise to comply with Interlocal Agreement between the City and Kaufman County. The Kaufman County Thoroughfare Plan calls for Mann Road to have an 80 foot right of way. The preliminary plat only shows a 60 foot right of way. [Note: Kaufman County is considering an amendment to the ILA to allow for the City of McLendon-Chisholm Thoroughfare Plan to be utilized instead of the Kaufman County Thoroughfare Plan. County staff has advised me that

that they should have an answer from the Commissioners Court by tomorrow. If the Commissioners Court is amenable to McLendon-Chisholm using their Thoroughfare Plan, then the staff recommendation will be for approval without conditions.]
[note: full sized copies of the preliminary plat are available at City Hall for inspection]

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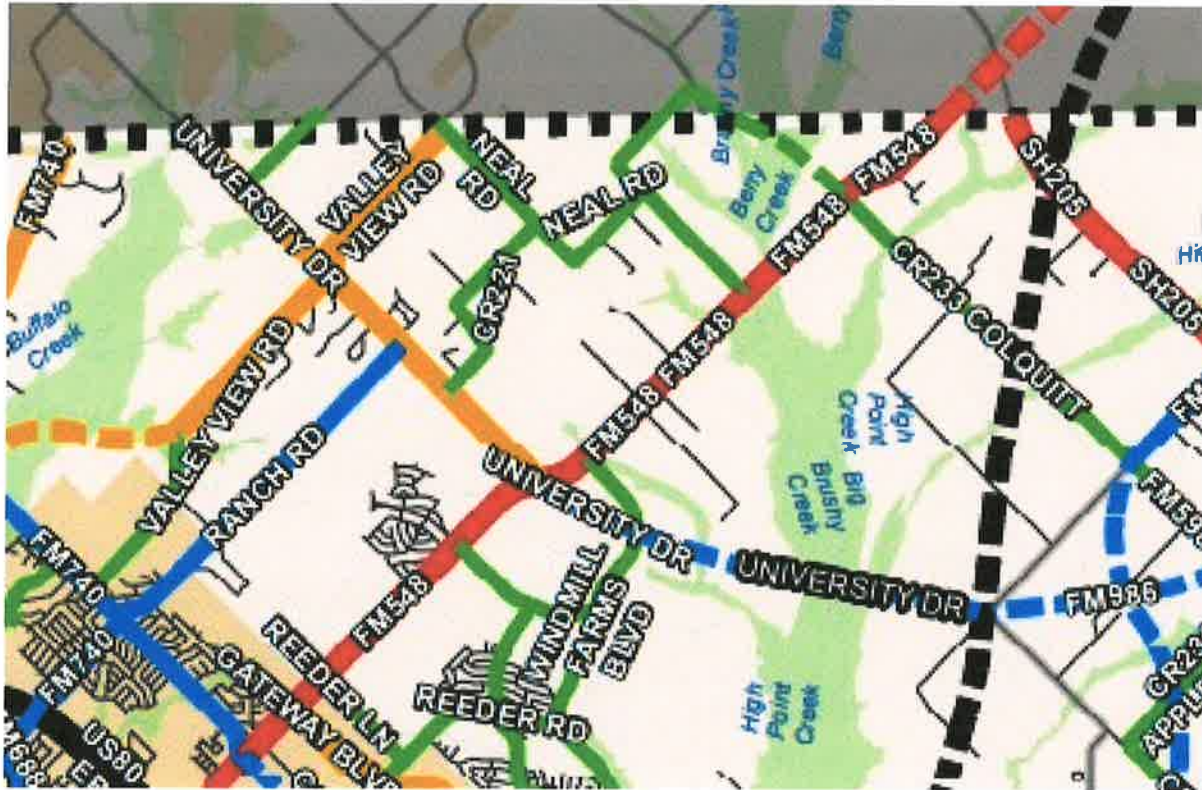
Proposed Preliminary Plat



This is the first of many plat applications the City expects to receive on the Tellus-Mann Project.

Thoroughfares/streets:

Below is a portion of the Kaufman County Thoroughfare Map showing Mann Road as a collector road requiring a minimum of 80 feet of right of way. The preliminary plat only shows a 60 foot right of way. Also, the management district for the Tellus-Mann project will be responsible for the construction and maintenance of the street system within the project. These roads will not be dedicated to the city or the county.



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Kaufman County Thoroughfare Map Legend



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Applicant letter of transmittal



765 CUSTER ROAD, SUITE 100 | PLANO, TEXAS 75075
972.422.0077 | FAX 972.422.0075
TBPE NO. F-2121 | TBPLS NO. F-10043100

May 24, 2023

City of McLendon-Chisolm
1371 W FM 550
Rockwall, Texas 75032

Re: **Preliminary Plat Letter of Transmittal**
Meraki Phase 1A
McLendon-Chisolm ETJ
Kaufman County, Texas
SEI Project No. 22-211

To Whom It May Concern,

This letter of transmittal accompanies a preliminary plat submittal for Meraki Phase 1A, a proposed development located in McLendon Chisolm ETJ, Kaufman County, Texas. The proposed development contains 16.048 acres and includes 25 residential lots and 8 open space lots.

The proposed improvements will consist of concrete curb and gutter roads with underground storm infrastructure. Subsurface conditions vary across the site with potential vertical movement ranging from 5 inches to 9 inches. Sanitary sewer service will be provided via a proposed wastewater treatment plant to be owned and operated by Ledbetter Freshwater Supply District No. 1 of Kaufman County. The site is currently within Highpoint's CCN, but alternate options for water through the City of McLendon-Chisolm in partnership with Terrell are being explored.

Sincerely,
Spiars Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Colton Smith', is positioned above the printed name.

Colton Smith, P.E.
765 Custer Road
Plano, TX 75075

CC: Justin Craig
Tellus Group
130 N Preston Road, Ste. 130
Prosper, TX 75078

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF MCLENDON-CHISHOLM, TEXAS** ("City"), a political subdivision of the State of Texas and **Kaufman County, Texas** ("Kaufman County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisholm; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on N/A, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Term of Agreement and Certification

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2021. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.

- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
- (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations except : McLendon-Chisholm shall accept/enforce building permits pursuant to City Subdivision Regulations for any area under a valid development agreement identifying McLendon-Chisholm as the permitting authority prior to the date of this agreement.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations except culverts which are part of subdivisions that have filed platting applications with the City and have been approved by the City of McLendon-Chisholm. Kaufman County shall regulate and issue permits for driveway permits for existing homes in the County and all driveways fronting Kaufman County roads.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained

roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.

8. *County Roads*

(a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.

(b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.

12. *Miscellaneous Provisions.*

(a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.

COURT ORDER NO. _____

- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF MCLENDON-CHISHOLM:

City of McLendon-Chisholm, Texas
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
100 West Mulberry Street
Kaufman, Texas 75142

With copies to: Development Services Department
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

COURT ORDER NO. _____

District Attorney's Office – Civil Division
Attn: Civil Chief
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE MCLENDON-CHISHOLM CITY COUNCIL on this
the 11TH day of November 2020.

CITY OF MCLENDON-CHISHOLM, TEXAS



Keith Short, Mayor

ATTEST:


Rochelle Green, City Secretary

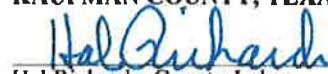
APPROVED AS TO FORM:


Michael Halla, City Attorney

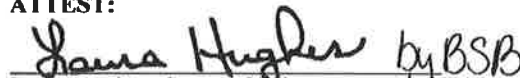
PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the 9th day of March, 2020.

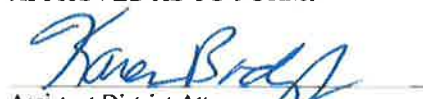
KAUFMAN COUNTY, TEXAS


Hal Richards, County Judge

ATTEST:


Laura Hughes, County Clerk by BSB

APPROVED AS TO FORM:


Assistant District Attorney

Justin Craig, representing the applicant, addressed the Commission. He explained that this is a small portion of an overall planned development.

MOTION: APPROVE THE PRELIMINARY PLAT WITH THE RIVISION TO COMPLY WITH THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND KAUFMAN COUNTY.

MADE BY: Commissioner Rohde
SECONDED BY: Commissioner Eoff
APPROVAL: Unanimous

2.4. Brief Orientation

City Planner Coker conducted a brief orientation for the new commissioners and each member was provided with a reference book.

2.5. Discussion and action regarding meeting time

By consensus of the commissioners, meetings were established for the 3rd Tuesday of each month at 6:30 p.m.

6. ADJOURN

The meeting adjourned at 8.00 p.m.

ATTEST:


Shelly Green, City Secretary

APPROVED:


Mark Kippnut, Chairperson

