



Board of Aldermen Request for Action

MEETING DATE: 1/7/2025

DEPARTMENT: Development

AGENDA ITEM: Resolution 1436, Preliminary Plat – Lakeside Farms

REQUESTED BOARD ACTION:

A motion to approve Resolution 1435, approving a preliminary plat for Lakeside Farms subdivision and authorizing the Mayor to execute a development agreement.

SUMMARY:

Applicant submitted an application to amend the conceptual plan for “Eagle Heights” subdivision at 18400 Eagle Parkway by creating a new Conceptual Plan for Lakeside Farms on the same property. Those amendments would change the density of both the single-family and two-family areas – 152 SF to 201 SF and 40 2F to 44 2F – from 232 units to 289 units. A development agreement has been drafted that identifies the timing and scope of improvements the applicant must construct both on-site and off-site.

That agreement requires the applicant to install a new sewer pump station, construct approximately 1,300 feet of gravity interceptor that will retire the existing Wildflower station; install a new traffic signal at 188th and 169 before the 61st dwelling is approved; complete construction of a 10’ trail from 188th Street to the subject property and from the north property line to the new street entrance in exchange for a reduction in the park fees and an extension of completing the 10’ trail to the south property line until the 110th permit. Additionally, the development will dedicate 1 acre of land to the Wildflower Park property after clearing and grading the site in accordance with plans to be approved by the parks and public works departments. With the dedication of park land, and construction of the trail as stated above, the remaining park fees will total \$25,143.75.

At the Planning Commission hearing, following the public hearing portion of the meeting, limited discussion occurred. The Commission recommended approving the plat as presented, including the development agreement terms.

PREVIOUS ACTION:

The property was annexed and zoned to R-1P and R-2P with a conceptual plan in 2018 but not developed. Concurrently with this application for a preliminary plat, the applicant seeks to amend the Conceptual Plan on the land.

POLICY OBJECTIVE:

Develop in accordance with the Future Land Use Plan Map in the Comprehensive Plan.

FINANCIAL CONSIDERATIONS:

No additional expenditures are anticipated other than normal street maintenance and property taxes will increase as the properties develop.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☒ Staff Report

☐ Other:

☐ Contract

☒ Plans

☒ Minutes – [meeting is viewable online](#)

RESOLUTION 1435

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR LAKESIDE FARMS SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT

WHEREAS, the applicant seeks to amend the Conceptual Plan on the subject property, and preliminarily plat an 80-acre tract at 18400 Eagle Parkway; and

WHEREAS, the Board of Aldermen approved amending the Conceptual Plan for a new Lakeside Farms on property zoned R-1P and R-2P at the meeting this Resolution was heard; and

WHEREAS, the applicant requested a Preliminary Plat to create a new 245 lot subdivision with up to 289 dwelling units in phases, and agreed to a development agreement for it; and

WHEREAS, the Planning and Zoning Commission held a properly advertised public hearing on December 10, 2024 and following that public hearing, recommended approval of the plat.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT THE PRELIMINARY PLAT FOR LAKESIDE FARMS SUBDIVISION IS HEREBY APPROVED AND THE MAYOR IS AUTHORIZED AND DIRECTED TO EXECUTE THE ATTACHED DEVELOPMENT AGREEMENT.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th day of January 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT

December 6, 2024

Platting of Parcel Id's # 05-302-00-01-005.00 and 05-301-00-01-008.01

Application for a Preliminary Plat Approval – Multiphase subdivision

Code Sections:

425.275.A.3

Multiphase Plat Approval

Property Information:

Address:

18400 N Eagle Parkway

Owner:

Eagle Heights Development, LLC

Current Zoning:

R-1P and R-2P

Public Notice Dates:

1st Publication in Newspaper:

November 20, 2024

Letters to Property Owners w/in 185':

November 21, 2024

GENERAL DESCRIPTION:

The applicant requested an amendment to the existing Eagle Heights Conceptual Plan Overlay approval simultaneously with this application for a Preliminary Plat. That request, if approved and adopted by the Board of Aldermen, would set the zoning at R-2P for Lots 1-26 and 37-54, and R-1P all other remaining Lots. The proposed plat would create 44 two-family Lots and 201 Single-family lots with widths averaging 56'.

GUIDELINES FOR REVIEW – PRELIMINARY PLATS *See 425.275.A.3*

Guidelines For Review. The Planning and Zoning Commission shall consider the following criteria in making a recommendation on the preliminary plat:

- a. The plat conforms to these regulations and the applicable provisions of Chapter 400, Zoning Regulations, and other land use regulations.

The plat conforms to the subdivision zoning regulations of the City.

b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan.

The plat is consistent with the Comprehensive Plan's future land use maps recommended residential classification (2-4 dwellings per acre).

The proposal specifically addresses multiple Action Steps in the Comprehensive Plan as follows:

HN 1.1 Support providing additional housing stock throughout the city of Smithville to meet current and future residents' needs by encouraging new residential development in areas identified in the Future Land Use Map.

HN 3.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN 3.2 Encourage clustered residential development patterns with connected active and passive open space and neighborhood and community amenities.

HN 4.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.4.2 Mandate pedestrian connections in new residential developments to adjacent existing or prospective neighborhoods to further strengthen Smithville's pedestrian network.

RC.2.1 Encourage development, mainly residential development, near existing and proposed trail networks.

RC.2.2 Encourage new developments to provide access and pathways to existing and proposed trail networks.

c. The development shall be laid out in such a way as to result in:
(1) Good natural surface drainage to a storm sewer or a natural watercourse.

The subdivision drains to existing natural drainage areas through several detention basins.

(2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth.

The area is generally an undeveloped farm field with a corner area that was untended for many years. The grading needed will allow the drainage areas to remain protected while giving sufficient developable areas for construction.

(3) A good grade relationship with the abutting streets, preferably somewhat above the street.

Yes, to the extent possible, lots are generally above the adjacent streets which will be used for access.

(4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy.

Yes, the lots widths meet the standards in the zoning code for the allowed districts, including all setbacks.

(5) Adequate lot depth for outdoor living space.
The lots meet the minimum sizes.

(6) Generally regular lot shapes, avoiding acute angles.

To the extent practicable with cul-de-sacs and knuckles, the lots involved are appropriate for the two- and single-family uses intended.

(7) Adequate building lots that avoid excessive grading, footings or foundation walls.

The amount of grading is not excessive in any area so footings and foundation walls will be within the normal range.

d. The plat contains a lot and land subdivision layout that is consistent with good land planning and site engineering design principles.

The plat is laid out following standard design principles and matches the previously approved plat on this property.

e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles.

The plat contains 289 potential dwelling units with multiple access roads. The proposal was subject to the State of Missouri's Traffic Impact Study requirements (in addition to the City's) and approval of

that report is conditioned upon completion of signalization of the intersection of 188th St. and 169 Highway.

f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries in the form of a development agreement.

The developer and city have proposed a development agreement for limited highway improvements, special sewer improvements and park dedication improvements as required by the code.

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development.

The proposed layout and detention areas will not exceed the detention areas with off-site stormwater runoff and is in accordance with engineering standards. The final design of all stormwater systems will be subject to final plan review and approval in accordance with the Final Plat procedures and the standards in place at the time of proposed construction.

h. Each lot in the plat of a residential development has adequate and safe access to/from a local street.

Yes.

i. The plat is located in an area of the City that is appropriate for current development activity; it will not contribute to sprawl nor to the need for inefficient extensions and expansions of public facilities, utilities and services.

The location is located such that it will actually reduce sprawl and all extensions and expansions of existing public facilities are completed in the most efficient manner allowable on the lots.

j. If located in an area proposed for annexation to the City, the area has been annexed prior to, or will be annexed simultaneously with plat approval.

n/a

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein.

The development is bound by a development agreement that addresses all dedication requirements.

I. All applicable submission requirements have been satisfied in a timely manner.

m. The applicant agrees, in the form of a development agreement, to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans.

Yes.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Preliminary Plat following approval and execution of the Development Agreement as approved by the Board of Aldermen.

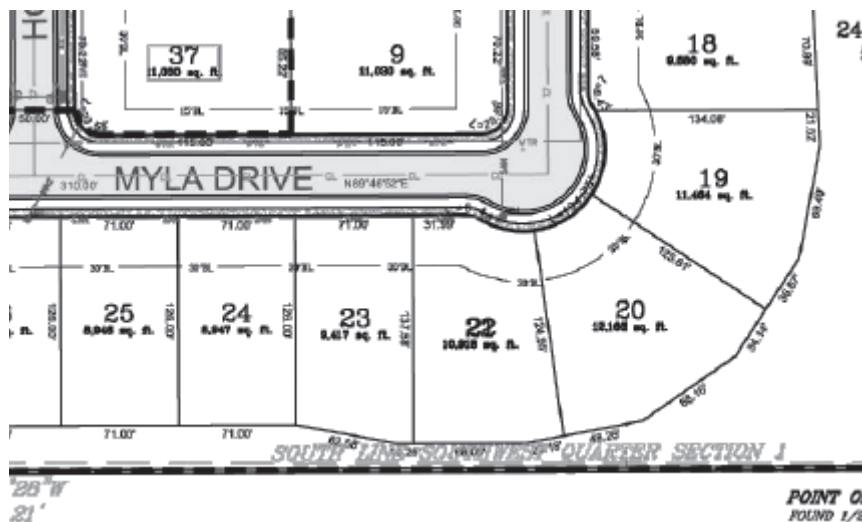
Respectfully Submitted,

/s/ Jack Hendrix /s/
Director of Development



Date:	January 2, 2025
Prepared By:	Jack Hendrix, Development Director
Subject:	Lakeside Farms Staff Report Addendum

After numerous reviews by both city staff and developers engineers, a numbering error was just found in the proposed preliminary plat document. Specifically, the developers engineer identified that Lot 21 had been overwritten with 22 on the document as shown below:



This oversight slightly changes the numbers contained in the preliminary plat document, but has zero impact on the design, layout or overall effectiveness of the Planning Approval. Specifically, this double numbering has, in effect, reduced the total number of dwelling units described in the documents from 289 to 287. The original document had 44 two-family units + 201 single-family units for a total of 289. The revised document now has 43 two-family units + 201 single-family units for a total of 287. This could have an impact on the parkland dedications and the potential impact fees as identified in the development agreement, however the developer, given the limited reduction in fees and calculations determined that it is more cost effective to stand by the existing calculation to avoid adjustments that would net less than \$72.00, but require presenting the matter again to the commission. The engineer is reworking the Preliminary plat to show all the changes to the phasing/numbering to be presented by Monday before the meeting.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between **EAGLE HEIGHTS DEVELOPMENT, LLC**, ("Developer") and **THE CITY OF SMITHVILLE, MISSOURI**, a Missouri Corporation ("City") as follows:

WHEREAS, Developer plans on developing its proposed subdivision known as Lakeside Farms located generally west of Eagle Parkway and south of Wildflower subdivision in an area proposed to be moderate density housing (2-4 D.U. per acre) in accordance with the Comprehensive Plan with 201 Single-Family residential detached homes and 86 single-family attached units in 2-unit buildings for a density of 3.61 units per acre; and

WHEREAS, the City will make certain requirements for off and on site improvements if said land is developed as a large one and two-family subdivision; and

WHEREAS, it is in the best interest of both parties to enter into an agreement as to what improvements and obligations under the city's subdivision code will be required of Developer; and

WHEREAS, this Agreement is necessary to provide for the safety, health and general welfare of the public and to provide for the orderly development of City.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof to be in a subdivision called Lakeside Farms, the legal description of which is set forth on the Lakeside Farms Conceptual Plan Plat thereof as Exhibit A attached hereto.

2. Water. It is recognized that the development will require extension of waterlines from various locations upon full buildout to improve fire flows and waterline pressures for the development and the surrounding properties' and, therefore the parties agree that the Developer will, at their sole cost and expense, construct all such waterlines required for the subdivision based upon design plans and water model requirements to meet DNR requirements, Fire District and City approval.

3. Streets. That the City and MODOT have accepted and approved the TIS and all updates to the TIS submitted by the Developer. In accordance with the approved TIS, the development must install a new signal light at the intersection of 188th Street and 169 Highway. Such construction shall be in accordance with MODOT requirements and subject to MODOT permitting and approvals. Such construction must be commenced prior to final platting of the 61 lot in the subdivision and must be substantially completed prior to the issuance of the 61st dwelling unit's building permit in the subdivision. Developer has indicated an intent to install solar street lights throughout the development at his sole cost and expense and will insure that, at a minimum, lights shall be installed and maintained at all intersections and end of roads per the city policy.

4. Stormwater. The parties agree that the development will be required to design and construct all necessary infrastructure required to meet the then existing city standards for stormwater control at its' own cost and expense. Such construction will be in

accordance with an approved stormwater study, and any updates to such study may be required from time to time.

5. Sanitary Sewers. The parties agree that the development will be required to design and construct all necessary infrastructure required to meet the then existing city standards for gravity-flow sanitary sewers throughout the subdivision, to a new Lift Station to be constructed on the project site. The development will, subject to the terms of this agreement, install a new lift station in the southwest corner of the development sufficient to accommodate the flow from the 289 dwelling units of the Lakeside Farms development, as well as the flow from the existing Wildflower subdivision to the north.

The flow from the Wildflower development to the new lift station shall be conveyed through the construction of a new, 18" gravity interceptor line between the existing Wildflower station and the new Lakeside Farms station. It is further agreed that this new 18" line shall be at a depth approved by the city that is sufficient to meet the standards for the proposed Owens Branch Interceptor, Phase 3 as contained in the 2021 Wastewater Master Plan. This interceptor line will constitute ½ of the total distance of the proposed Phase 3 but is not anticipated to be needed for more than 20 years of development in the north. This new gravity interceptor shall, until such time as the Owens Branch Interceptor located to the south of this development is completed and brought online, act as the required overflow storage for the combined flow from both developments, as required by the DNR.

The developer, whether with this interceptor or not installed, would be required to construct its own independent lift station and overflow storage without this agreement at its sole cost and expense. While this proposal adds significant cost to the developer, it also

provides significant benefits to the city by removing the Wildflower Station from the City's system, including the costs associated with upgrading the Wildflower Station in the near future. As such, the parties do further agree as follows:

The developer shall install the new lift station and all other required elements, as well as the 18" interceptor between the new station and the existing Wildflower station, as well as take the Wildflower station offline at its' expense. This station and interceptor shall be designed and constructed to accommodate both the Wildflower and the Lakeside Farms effluent. In consideration of the developer removing the Wildflower station from the City's system, as well as installing the Owens Branch Interceptor – Phase 3 project as described in the city's wastewater master plan, the city does consider portions of the work involved as "Impact Fee" type projects. As such, the total amount of impact fees this new development would be required to pay (currently \$2,800 Sewer Impact Fee + \$279 North Force Main Fee per unit) shall be reduced by a percentage of the current costs of impact related project costs.

The parties do hereby agree that the current Impact Fees for the 289 units involved would currently total \$889,831.00 dollars for the entire development. The current impact fee related costs of the proposed sewer design are \$661,250.00. The savings associated with the city not having to upgrade the Wildflower station in 2025 are \$75,650.00. These combined costs ($661,250 + 75,650 = 736,900$) represent 82.8 percent of the total impact fees usually required for this type of project. As a result, the City agrees to discount the per unit impact fee cost by that percentage, leaving a required Impact Fee payment of 17.2% of the Impact Fee required at the time of development. This constitutes a current fee of \$529.17 based upon the current \$3,079 fee. IF, in the future, the impact fee amount

is increased by the City, the reduction this development will receive will be 17.2% of the then required fee.

6. Parks. The parties agree that the Parkland dedication requirements of the city code shall be calculated as follows:

a. The development proposes 289 dwelling units which will result in the need for 16.473 acres (717,563.88 ft²) of parkland in accordance with the subdivision formula. (289 d.u. x 2.85 census density x .02 acres per 100 = 16.473) The development proposes 15,240ft² (1,270 ft X 12 ft) of creditable trails along Eagle Parkway. It also includes 50% of Tract A land to be used for a private park for a total of 34,136.5 ft² (68,273 x .5). In addition, the development would include an additional land area of 1 acre (43,560ft²) to be dedicated to the City of Smithville as parkland, to be added to the existing parkland from Wildflower Park to the north. This 1-acre dedication will only be accepted by the city if the developer agrees to grade the land and direct the current drainage into the adjacent road ditch of Eagle Parkway. The parties shall agree upon the exact scope of the grading upon removal of brush and debris on the north side of the parcel. The minimum scope of such work will include preparing an access point at Eagle parkway for future installation and routing the storm drainage around such entrance point to the road ditch on Eagle Parkway. All three of these dedications represent 13% (92,9365/717,563.88) of the total dedication required. The remaining dedication requirement (87%) shall be made by a payment in lieu of dedication (\$625 x .87) of \$543.75 per dwelling unit. The total balance of such payment in lieu of dedication is \$157,143.75.

Ordinarily, that fee is payable in cash at the time a final plat is recorded based upon the total number of dwelling units included in the final plat. However, the city will reduce the

actual required payment by a percentage amount if the developer installs an offsite 10' concrete trail/sidewalk from its' northeast corner at Eagle Parkway to the existing sidewalk at 188th Street and Eagle Parkway. The percentage discount of the required Payment in lieu of dedication shall be 84% ($1320' \times 10' = 13,200\text{ft}^2 \times \$10 \text{ per ft}^2 = \$132,000/\$157,143.75$) for a total required payment in lieu of dedication amount of \$81.25 per dwelling unit – upon the condition that said sidewalk/trail is constructed to the “substantial completion” standard prior to recording the final plat for the first phase of the development. If the construction of the trail is not substantially completed prior to final plat recording, the developer shall then be required to pay the \$543.75 amount per unit.

b. The parties further agree that the park amenities described on development property within the preliminary plat are subject to Section 425.230.B. In accordance with that section, and Section 425.300, the trails shown on the preliminary plat shall be constructed prior to occupancy of 30 percent of the lots in the development, or here, the 86th dwelling unit. If the developer opts to construct the 10' trail north of the subject property in accordance with subparagraph a. above, the city will agree to change the 86th permit to the 110th permit if the developer also constructs to the “substantial completion” standard, the trail from the north side of Kimberly Drive to its' north property line, thereby giving direct trail access to Eagle Heights elementary school prior to the first final plat. This distance represents 28% of the total requirement for the onsite trail, and the 110th permit is 28% more than the standard 86th permit. If no trail access is constructed from Kimberly Drive to 188th Street as described above, then the original requirements shall continue.

c. All trail construction shall be 5" of Portland concrete, 10' wide and on a prepared subgrade.

7. The parties agree that except as specifically noted herein, execution of this Agreement in no way constitutes a waiver of any requirements of applicable City Ordinances with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.

8. All work agreed to be performed by Developer in this Agreement shall be done only after receiving written notice from City to proceed. Notice to proceed shall not be given by the City until final construction plans have been approved by the city. The recording of any final plat shall only occur in accordance with city ordinances.

9. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.

10. This Agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing subject to the approval of both parties.

11. Any provision of this Agreement which is not enforceable according to law will be severed and the remaining provisions shall be enforced to the fullest extent permitted by law.

12. The undersigned represent that they each have the authority and capacity of the respective parties to execute this agreement.

13. This agreement shall not be effective until: (1) signed by both parties and (2) approved by Resolution duly enacted by the Board of Aldermen of Smithville, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

THE CITY OF SMITHVILLE, MISSOURI

ATTEST:

By _____
Mayor

City Clerk

Eagle Heights Development, LLC

By _____
Carlos Lepe, Managing Member

STATE OF MISSOURI)
COUNTY OF CLAY) ss.
)

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, to me known, and who, being by me duly sworn, did say that he/she is the managing Member of Eagle Heights Development, LLC, and said instrument was signed and sealed on behalf of said Eagle Heights Development, LLC by authority of its Board and he/she acknowledges said instrument to be the free act and deed of said Eagle Heights Development, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, on the day and year last written above.

Notary Public

My Commission Expires:
