



Planning and Zoning Commission Meeting

December 9, 2025

7:00 p.m. – City Hall Council Chambers and Via Videoconference

Meetings are live streamed on the [City's YouTube](#) page.
The recordings are posted to social media and the City's website within 24 hours of the meeting.

- 1. Call to Order**
- 2. Approve the November 13, 2025, Planning Commission Minutes**
- 3. Staff Report**
- 4. Election of Commission Officers**
- 5. Public Hearing – Preliminary Plat – Lakeside Farms Subdivision – 244 Lots and 287 Dwelling Units**

The purpose of this hearing is to take public comment on the proposed Preliminary Plat for Lakeside Farms subdivision.

- 6. Lakeside Farms Preliminary Plat - 244 Lots**

Applicant seeks to amend the previously approved plat and development agreement to create a new subdivision of 244 lots containing 287 Dwelling Units.

- 7. Adjourn**



SMITHVILLE PLANNING COMMISSION

REGULAR SESSION

November 13, 2025

7:00 P.M.

City Hall Council Chambers and Via Videoconference

1. CALL TO ORDER

Secretary Rob Scarborough called the meeting to order at 7:00 p.m.

A quorum of the Commission was present: Alderman Melissa Wilson, Rob Scarborough, Terry Hall, Deb Dotson and Mayor Damien Boley. John Chevalier and Billy Muessig were absent.

Staff present: Jack Hendrix and Brandi Schuerger.

2. MINUTES

The October 14, 2025, Regular Session Meeting Minutes were moved for approval by HALL, Seconded by ALDERMAN WILSON.

Ayes 3, Noes 0, Abstain 2 (Scarborough and Dotson). Motion carried.

3. STAFF REPORT

HENDRIX reported:

The new road at Fairview Crossing is getting ready to be installed.

Clay Creek Meadows is making progress.

Lakeside Farms located south of the Wildflower subdivision is anticipated to be on our December agenda for a preliminary plat review. Some of the utilities have been redesigned.

4. PUBLIC HEARING – REZONING A PORTION OF 13616 N. VIRGINIA FROM A-1 TO A-R

- **THE PURPOSE OF THIS HEARING IS TO TAKE PUBLIC COMMENT ON THE PROPOSED REZONING TO ALLOW A SINGLE-PHASE FINAL PLAT**

Public hearing opened.

Art Dobbins 13550 N Virginia Ave —Stated that he lives south of this property. Asked what the difference is between the A-1 and A-R zoning.

HENDRIX stated that the primary difference is the uses allowed. A-R has more restrictive uses. You can do less on it. A-R is titled Agricultural Residential. It has to be A-R if it's less than 10 acres. They had to downzone that 3-acre parcel to A-R. If the rezoning of the 3-acre parcel gets approved, the subdivision can be heard tonight as well. Submitted in the packet is the staff report that covers all of the relevant rezoning elements. Also provided is a draft Findings of Fact and Conclusions of Law that are based upon that.

Public hearing closed.

5. REZONING A PORTION OF 13616 N. VIRGINIA FROM A-1 TO A-R

- **THE COMMISSION SHALL DISCUSS THE PROPOSED FINDINGS OF FACT (INCLUDES FINAL ORDINANCE) AND MAKE ITS RECOMMENDATION TO THE BOARD OF ALDERMEN**

MAYOR BOLEY motioned to approve the Rezoning of a portion of 13616 N Virginia from A-1 to A-R. Seconded by ALDERMAN WILSON.

Discussion: None

THE VOTE: MAYOR BOLEY-AYE, HALL-AYE, DOTSON-AYE, ALDERMAN WILSON-AYE, SCARBOROUGH-AYE.

AYES-5, NOES-0. MOTION PASSED

6. PUBLIC HEARING – UMHOLTZ HOMESTEAD FINAL PLAT – 2 LOTS

- **THE PURPOSE OF THIS HEARING IS TO TAKE PUBLIC COMMENT ON THE PROPOSED FINAL PLAT**

Public hearing opened.

HENDRIX stated that the Staff Report and plat has been provided in the packet.

No Public Comment.

Public hearing closed.

7. UMHOLTZ HOMESTEAD FINAL PLAT – 2 LOTS

- **APPLICANT SEEKS TO CREATE ONE ADDITIONAL LOT OF 3 ACRES OUT OF HIS 19.99 ACRE LOT, SUBJECT TO THE REZONING OF THIS LOT TO A-R.**

MAYOR BOLEY motioned to approve the Umholtz Homestead Final Plat – 2 lots. Seconded by HALL.

Discussion: None

THE VOTE: ALDERMAN WILSON -AYE, SCARBOROUGH -AYE, DOTSON-AYE, HALL-AYE, MAYOR BOLEY-AYE.

AYES-5, NOES-0. MOTION PASSED

8. SITE PLAN REVIEW – ADDITION TO MAJOR LUMBER BUILDING AT 203 E MEADOW

- **APPLICANT SEEKS TO MAKE AN ADDITION TO THE EAST PORTION OF THE EXISTING OFFICE BUILDING USING DIFFERENT MATERIALS THAN THE EXISTING BUILDING.**

MAYOR BOLEY motioned to approve the Site Plan Review for the Addition to the Major Lumber Building at 203 E Meadow. Seconded by ALDERMAN WILSON.

Discussion: None

THE VOTE: DOTSON -AYE, SCARBOROUGH-AYE, ALDERMAN WILSON-AYE, MAYOR BOLEY -AYE, HALL-AYE.

AYES-5, NOES-0. MOTION PASSED

10. ADJOURN

MAYOR BOLEY made a motion to adjourn. ALDERMAN WILSON seconded the motion.

VOICE VOTE: UNANIMOUS

SECRETARY SCARBOROUGH declared the session adjourned at 7:09 p.m.



Planning and Zoning Commission Procedural Summary

MEETING DATE: 12/9/2025

DEPARTMENT: Development

AGENDA ITEM: Lakeside Farms Subdivision Preliminary Plat.

REQUESTED COMMISSION ACTION:

A motion to recommend to approve (or disapprove) the proposed preliminary plat.

SUMMARY OF PROCEDURE:

The application is to approve a multi phased subdivision that would create 244 lots (287 dwelling units) on 80 +/- acres of land at 18400 N Eagle Parkway.

The Commission shall take into account the public hearing input, the staff report and any other documents or photographs provided at the hearing. The staff report is organized with each of the Guidelines for Review identified in §425.275.A.3 of the Code of Ordinances with staff and engineering findings of each item for evaluation.

In cases where the recommendation is for the disapproval of the plat, the applicant shall be notified of the reason for such action and what requirements shall be necessary to obtain the recommendation of approval of the Planning and Zoning Commission.

ATTACHMENTS:

- ☐ Development Agreement
- ☒ Plans

- ☒ Staff Report
- ☒ Other: Guidelines for Review

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.
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan.
- 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.
 - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth.
 - (3) A good grade relationship with the abutting streets, preferably somewhat above the street.
 - (4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy.
 - (5) Adequate lot depth for outdoor living space.
 - (6) Generally regular lot shapes, avoiding acute angles.
 - (7) Adequate building lots that avoid excessive grading, footings or foundation walls.
- d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles.
- e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles.
- 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.
- 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.
- h. Each lot in the plat of a residential development has adequate and safe access to/from a local street.
- 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.
- 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.
- 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.
- l. 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.



STAFF REPORT

December 4, 2025

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 19, 2025

Letters to Property Owners w/in 185':

November 21, 2025

GENERAL DESCRIPTION:

The applicant was approved for a change to the zoning conceptual plan and a new preliminary plat in December of 2024 by this Commission and in January by the Board of Aldermen. That approval included a development agreement with comprehensive sanitary sewer improvements by the developer in exchange for reductions in the impact fees for the lots involved. The developer was unable to obtain funding for all of the extra work they negotiated with the city and notified staff that they would not be able to proceed. As a result, in May of 2025, this Commission voted to revoke the plat approval to require resubmittal in the future. This is the resubmittal of the Preliminary Plat, and a new development agreement in accordance with their new funding plans. This plat is in full compliance with the R-2P and R-1P zoning previously approved in January, so no changes are needed to the zoning.

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 which recommended residential classifications (2-4 dwellings per acre) in this location.

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 buildings 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 287 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, 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.

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

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. The current version maintains the park improvements from the previous agreement intact, with reductions in the scope of sanitary sewer work and an elimination of all impact fee credits as previously agreed.

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2025, 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 on 80 acres of land generally west of Eagle Parkway and south of Wildflower subdivision in an area proposed to be Residential uses of 2-4 D.U. per acre in detached or attached housing types in accordance with the Comprehensive Plan. The plan will include 201 Single-Family residential detached homes and 86 single-family attached units in 2-unit buildings for a density of 3.59 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 Preliminary 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 any lots beyond those necessary to construct 61 dwelling units 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 streetlights throughout the development. This change to the standard policy (power company lights at all intersections and cul de sac's) is at the Developer's sole cost and expense and MUST insure perpetual maintenance of these lights shall be at the sole cost and expense of developer or Homes association. Any CCR's shall include a provision that states: "In no event shall the maintenance of the intersection and cul de sac lights be delayed longer than two weeks once reported out." If the developer is unable to install the

solar streetlights, then the standard city policy shall be required – end of roads and intersections – with lights by Evergy.

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 287 dwelling units of the Lakeside Farms development.

The developer shall install the new lift station and all other required elements including, but not limited to: the station, its' pumps, communication system, overflow piping (per DNR requirements) a flow meter between the pump and the existing force main, a supplementary/secondary power generator, fencing around the station (and all other above ground elements therein), an access road with not less than 4" of asphalt constructed upon a 9" compacted subbase upon construction of Echinacea Way as shown on the Preliminary Plat. No curbing is required for the access road, but a concrete approach shall be installed upon the proposed Echinacea Way when it is constructed. In the time prior to construction of public streets to Echinacea Way, the access to the station shall have at a minimum of a compacted gravel base from the end of the first phase of development and all subsequent

phases until such time as Echinacea Way is constructed in Phase 3, at which time the paving and approach must be completed as stated above.

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

a. The development proposes 287 dwelling units which will result in the need for 16.36 acres (712,589 ft²) of parkland in accordance with the subdivision formula. (287 d.u. x 2.85 census density x .02 acres per 100 = 16.36) The development proposes 15,240ft² (1,270 ft X 12 ft) of creditable trails along Eagle Parkway within Tract C. It also includes 50% of Tract B land to be used for a private park for a total of 35,117 ft² (70,234 x .5). In addition, the development would include an additional land area of 1 acre (43,560ft²) Tract A, 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 shall include preparing an access point at Eagle parkway for future use and routing the storm drainage around such entrance point to the road ditch on Eagle Parkway. All three of these dedications represent 13% (93,917/712,589) 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 each 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 (\$23,318.75 total) – 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, compacted 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 and infrastructure construction permits have been issued 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:

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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 Preliminary 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 any lots beyond those necessary to construct 61 dwelling units 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 streetlights throughout the development. This change to the standard policy (power company lights at all intersections and cul de sac's) is at the Developer's sole cost and expense and MUST insure perpetual maintenance of these lights shall be at the sole cost and expense of developer or Homes association. Any CCR's shall include a provision that states: "In no event shall the maintenance of the intersection and cul de sac lights be delayed longer than two weeks once reported out."

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 287 dwelling units of the Lakeside Farms development.

The developer shall install the new lift station and all other required elements including, but not limited to: the station, its' pumps, communication system, overflow piping (per DNR requirements) a flow meter between the pump and the existing force main, a supplementary/secondary power generator, fencing around the station (and all other above ground elements therein), an access road with not less than 4" of asphalt constructed upon a 9" compacted subbase. No curbing is required for the access road, but a concrete approach shall be installed upon the proposed Echinacea Way when it is constructed. The access to the station shall have at a minimum of a compacted gravel base from the end of the first phase of development and all subsequent phases until such time as Echinacea Way is constructed in Phase 3, at which time the paving and approach must be completed.

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

a. The development proposes 287 dwelling units which will result in the need for 16.36 acres (712,589 ft²) of parkland in accordance with the subdivision formula. (287 d.u. x 2.85 census density x .02 acres per 100 = 16.36) The development proposes 15,240ft² (1,270 ft X 12 ft) of creditable trails along Eagle Parkway within Tract C. It also includes 50% of Tract B land to be used for a private park for a total of 35,117 ft² (70,234 x .5). In addition, the development would include an additional land area of 1 acre (43,560ft²) Tract A, 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 shall include preparing an access point at Eagle parkway for future use and routing the storm drainage around such entrance point to the road ditch on Eagle Parkway. All three of these dedications represent 13% (93,917/712,641) 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 \$156,056.25.

Ordinarily, that fee is payable in cash at the time each 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 85% (1320' x 10' = 13,200ft² X \$10 per ft² =

\$132,000/\$156,056.25) for a total required payment in lieu of dedication amount of \$83.82 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, compacted 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 and infrastructure construction permits have been issued 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)

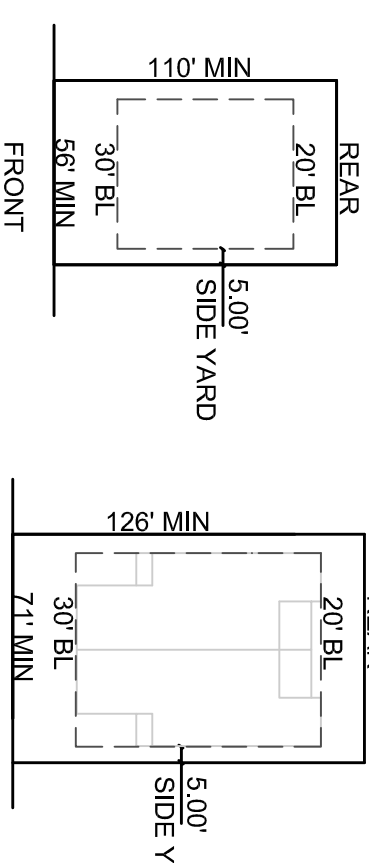
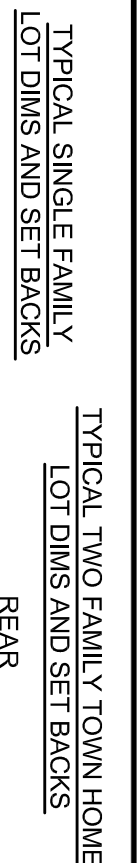
COUNTY OF CLAY) ss.
)

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:

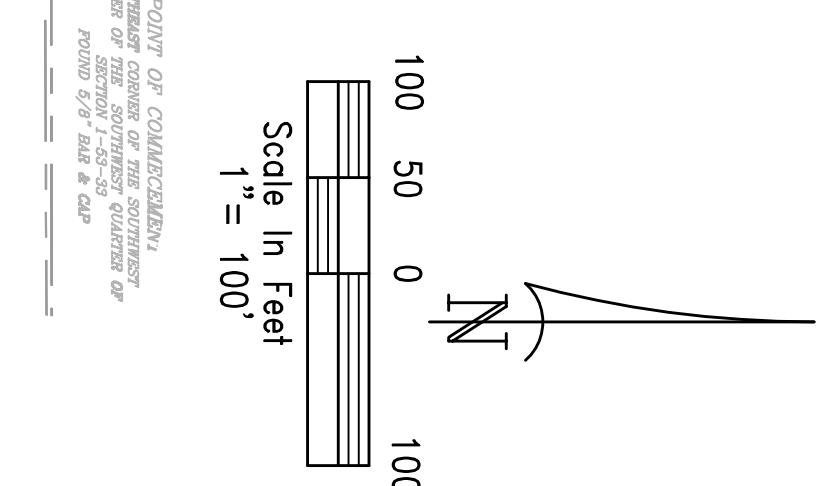
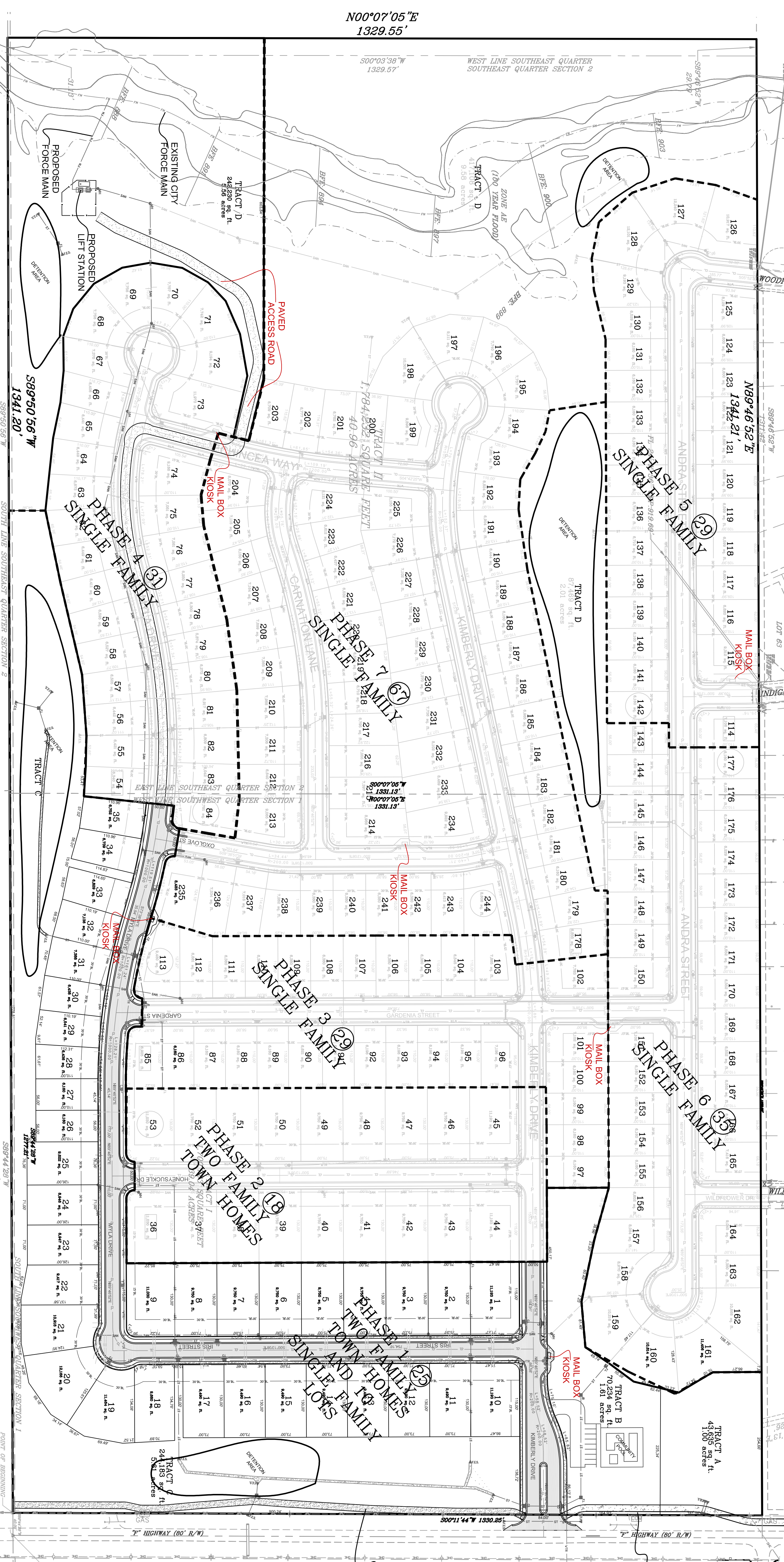
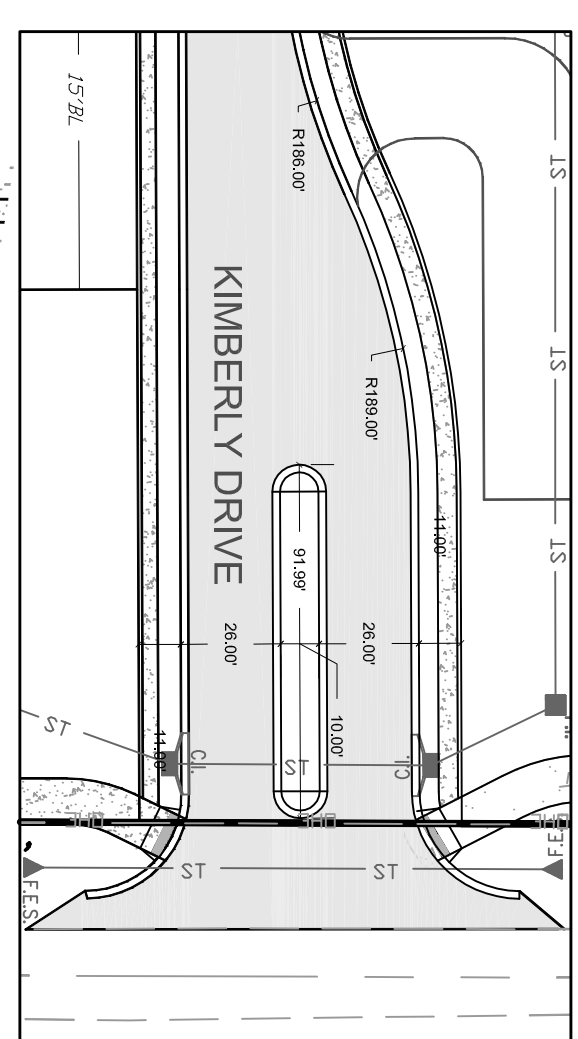


- NOTE:
1. PROPERTY LAST SURVEYED MAY 2018
 2. PROPOSED ZONING = R-1P
 3. DEVELOPER MAY BE REQUIRED TO MAKE PAYMENTS IN LIEU OF LAND DEDICATION
 4. ELEVATIONS AND LOCATIONS SHOWN ARE IN STATE PLANE.

PHASE	LAND DESCRIPTION	COMMENCEMENT	GROSS AREA	STREET ROW	OPEN SPACE	NET AREA	LOTS
1	TOWN HOMES	SUMMER 2025	18,18ac	2,66ac	8,22ac	12,48ac	25/10
2	TOWN HOMES	MARKET DEMAND	5,3ac	1,13ac	-	2,97ac	18
3	SINGLE FAMILY	MARKET DEMAND	5,8ac	1,27ac	-	8,04ac	29
4	SINGLE FAMILY	MARKET DEMAND	11,81ac	1,40ac	5,56ac	5,56ac	31
5	SINGLE FAMILY	MARKET DEMAND	8,07ac	1,52ac	2,01ac	7,03ac	29
6	SINGLE FAMILY	MARKET DEMAND	7,28ac	1,08ac	3,08ac	20,88ac	67
7	SINGLE FAMILY	MARKET DEMAND	23,82ac	2,39ac	9,36ac	20,88ac	67
PHASE TOTAL			80,00ac	11,07ac	23,37ac	67,62ac	244

TOTAL UNITS = 287

LOT AREA(MIN)	6,100 SQ FT
LOT WIDTH (MIN)	36 FT
LOT DEPTH (MIN)	110 FT
BUILDING COVERAGE	45 %
FRONT YARD SETBACK	30 FT
REAR YARD SETBACK	20 FT
SIDE YARD SETBACK	5 FT
CORNER LOT SIDE YARD	15 FT



- NOTE:
1. TRACTS B, C, D, AND E SHALL BE DEDICATED AS DRAINAGE AND UTILITY EASEMENT.

TRACT 1
CONTAINING 1,000.22 SQUARE FEET OR 30.00 ACRES
ALL THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 53 NORTH, RANGE 53 WEST, IN
SOUTHWEST QUARTER OF SAID SECTION 1, THENCE 1,000.70' E
OF 131.1' TO THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SOUTHWEST QUARTER, THENCE 89.94' S 27.1'
OF 131.1' TO THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SOUTHWEST QUARTER, THENCE 89.94' S 27.1'
DISTANCE OF 129.00 FEET TO A POINT ON THE WEST RIGHT OF
MAY LINE OF "F" HIGHWAY, THENCE 300.14' W, ALONG SAID "F"
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1,
THENCE 589.42' W, ALONG SAID SOUTH LINE, A DISTANCE OF
177.21 FEET TO THE POINT OF BEGINNING.

TRACT 2
CONTAINING 1,000.22 SQUARE FEET OR 30.00 ACRES
ALL THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 53 NORTH, RANGE 53 WEST, IN
SOUTHWEST QUARTER OF SAID SECTION 2, THENCE 1,000.70' E
OF 131.1' TO THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SOUTHWEST QUARTER, THENCE 89.94' S 27.1'
OF 131.1' TO THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF SAID SOUTHWEST QUARTER, THENCE 89.94' S 27.1'
DISTANCE OF 129.00 FEET TO A POINT ON THE WEST RIGHT OF
MAY LINE OF "F" HIGHWAY, THENCE 300.14' W, ALONG SAID "F"
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1,
THENCE 589.42' W, ALONG SAID SOUTH LINE, A DISTANCE OF
177.21 FEET TO THE POINT OF BEGINNING.

- UTILITY NOTES:
1. SANITARY SEWER
a. ALL PROPOSED SEWER SERVICE SHALL BE PUBLIC
GRAVITY MAINS PLACE WITHIN A DEDICATED EASEMENT
OR ROW.
b. GRAVITY SYSTEM TO BE ROUTED TO THE NEW LIFT
STATION TO THE WEST
 2. WATER CONNECTION
NEW WATER MAIN OR HYDRANTS ARE PROPOSED
FIRE LINE SHALL BE LOCATED AS SHOWN.
 3. FIRE HYDRANT SHALL BE PLACED WITHIN 300' L.F. FROM ALL LOTS.
AND TO FIRE DEPARTMENTS RECOMMENDATIONS.
 4. SIDEWALKS SHALL BE 4' WIDE ON BOTH SIDES OF ALL
ROADS.
 5. ALL ROW SHOWN IS 50' EXCEPT THE ENTRANCE AREA.
 6. ALL ROADS SHALL BE 28' BACK OF CURB TO BACK OF CURB
EXCEPT THE ENTRANCE AREA.

PROJECT CONTACTS: ROBERT WALQUIST, P.E.
821 NE COLUMBUS ST.
SMITHVILLE, MISSOURI 64603
Phone: (816) 555-5675
e-mail: rwalquist@quistengineering.com

PRELIMINARY PLAT
LAKSIDE FARMS

CIVIL PLANS FOR
LAKSIDE FARMS
SMITHVILLE, CLAY COUNTY, MISSOURI

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development

821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 555-5675
e-mail: rwalquist@quistengineering.com

DATE	REV	PER CITY COMMENTS	REVISION	BY
1-6-25	-	REV PER CITY COMMENTS		
8-25-25	-	REV PER CITY COMMENTS		
9-4-25	-	REV PER CITY COMMENTS		

DRAWN BY	RAW
CHECKED BY	RAW
DATE	11-1-2024
PROJECT NO.	W24-302
SCALE	1"=50'