

**VILLAGE OF LOCH LLOYD
BOARD OF TRUSTEES
February 28, 2025 Meeting Minutes**

THE VILLAGE OF LOCH LLOYD BOARD OF TRUSTEES MET IN REGULAR SESSION ON FEBRUARY 28, 2025 IN THE BOARD ROOM OF THE COUNTRY CLUB LOCATED AT 16750 COUNTRY CLUB DRIVE, VILLAGE OF LOCH LLOYD, MISSOURI. MEMBERS PRESENT INCLUDED CHAIRMAN SCHULTZ, TRUSTEE/CLERK LAFATA, TRUSTEE DOUGLAS, TRUSTEE WITHEY, TRUSTEE MURPHY, VILLAGE PLANNER SHIRES AND VILLAGE ATTORNEY ZERR.

CALL TO ORDER

Chairman Schultz calls the meeting to order at 4:02 p.m.

ROLL CALL

Chairman Schultz requested that Village Attorney Zerr conduct a roll call of Trustees in attendance for confirmation and quorum. Village Attorney Zerr called the roll, confirming full board presence and presence of a quorum to conduct business.

PLEDGE OF ALLEGIANCE.

Chairman Schultz invited the Trustees and audience to stand as they were capable and to join him in the recitation of the pledge of allegiance.

APPROVAL OF AGENDA

Chairman Schultz then opened the floor for a motion to approve the agenda. Chairman Schultz recognized Trustee Whitley who motioned to approve the agenda. Chairman Schultz then recognized Trustee Murphy who seconded the motion. There being no further discussion on the motion, Chairman Schultz called for a vote. Motion passed unanimously, no objections, no abstentions.

APPROVAL OF PREVIOUS MEETING MINUTES

Chairman Schultz then opened the floor for a motion to approve the Trustee Meeting Minutes from February 19, 2025. Chairman Schultz recognized Trustee Whitley who motioned to approve the Trustee Meeting Minutes from February 19, 2025, as presented. Chairman Schultz then recognized Trustee Murphy who seconded the motion. There being no further discussion on the motion, Chairman Schultz called for a vote. Motion passed unanimously, no objections, no abstentions.

NEW BUSINESS

Discussion of Animal Control Services

Chairman Schultz opened the next item on the agenda to discuss animal control services. Chairman Schultz recognized Trustee Douglas for a report.

Trustee Douglas presented a report on potential animal control services including details regarding his recent meeting with the Mayor of Belton on the matter. Cass County has never had animal control services, so they are looking at entering into an agreement with the City of Belton

to provide animal control services. Representatives of Belton are currently drafting the proposed agreement for consideration by Belton and by the Village Board of Trustees. Comments from Trustee Douglas regarding two dogs that are currently at issue. There was no motion required or requested at this time.

Question from Trustee Withey for details on the terms and arrangements of the potential agreement with Belton. Trustee Douglas responded that the animal control services provided to their community will be mirrored for the Village. If an individual is threatened by an animal, Villagers are recommended to call 911. The Sheriff's department will dispatch a deputy to the location. The deputy will approach the dog. If the dog acts aggressively to the deputy, they will take aggressive action to put the dog down.

Clerk Lafata reported on the animal control ordinance that has been adopted by the Village. What this agreement will do is provide an enforcement arm for the ordinance. Animal control will follow their adopted procedures. The costs will be billed to the owner of the dog. This agreement will give us the enforcement abilities through Belton.

Question from Trustee Withey regarding their procedures for putting down a dog. Trustee Douglas and Clerk Lafata provided responses to Trustee Withey's inquiry.

Question from resident Connie Long regarding the process for enforcement and adoption of the proposed agreement. Response provided by Trustee Douglas.

OLD BUSINESS

Sechrest Rezoning: Rezoning of land within portions of the Sechrest property within the Village of Loch Lloyd from Recreational Open Space District (ROS) to Single Family Residential District (R-1) to accommodate the platting and development of single family residential lots.

Chairman Schultz opened the next item on the agenda, the rezoning application submitted by S9-Redev, for the Sechrest property. Chairman Schultz provided some opening remarks as follows:

Contrary to what many may believe, the Trustees have never gotten together as a group independent of what the Village residents have seen, to talk about this stuff. He affirmed that he has never been a part of a meeting with any more than one other Trustee, and it's basically just been with Clerk Lafata to discuss procedural issues with these meetings. He expressed his desire to take some time to bring everyone up to speed with what the Trustees have been doing, where we are at, and what has been going on. He asked the audience to pretend that they are a Trustee.

Chairman Schultz welcomed all present. Everyone knows how emotional this is and how many different opinions there are. The Trustees are doing everything that they possibly can to find solutions to the problems that they have.

Chairman Schultz then presented a previously prepared written statement on the background and purpose of the meeting, recited as follows:

The purpose of the meeting is to vote “yes” or “no” on the application before them to rezone part of the old golf course known as Sechrest 9 from a recreational use to a residential use. It is the duty of the Trustees as an elected body to represent all of the citizens of Loch Lloyd and make decisions affecting the community. They share a common goal and desire to ensure that whatever decisions they make, and whatever actions they take result in maximizing their collective quality of life and enhance the value of their homes. The decision before them today is to determine whether approving the application results in a sufficient community benefit to justify the rezoning and any perceived detriment resulting from the decision. They need to find a permanent solution to the issues facing Loch Lloyd. Thus, they need to make a decision.

The process has been going on for over two years. There has been numerous meetings of individual citizens and groups within Loch Lloyd discussing the Sechrest, infrastructure problems, and other issues faced as a community. There have been multiple informal proposals from the developer regarding the project and the related problems within Loch Lloyd. There have been countless discussions and meetings of individual citizens and groups within Loch Lloyd, both involving and not involving the Trustees regarding these topics. There have been committee meetings, multiple public hearings, and letters from multiple attorneys threatening legal action regardless of whether the Trustees vote “yes” or “no” on the decision before them today.

Chairman Schultz asked each of the individuals in the room to listen carefully to what is presented here and what is discussed by the Trustees at this meeting. Put yourself in the position of the Trustees with the obligation to make a decision for the entire community. Understand that this has been an arduous process for all of them with literally hundreds of hours listening to comments and dealing with threats of public and personal lawsuits, but most importantly, attempting to find a solution. Again, the goal is to determine whether approving the application provides a sufficient community benefit to outweigh the perceived detriment of allowing the development to proceed. This issue has been difficult and so much more complex than many people realize.

Chairman Schultz continued with his comments. We need a solution to the problems of Loch Lloyd and what residents perceive as the negative conditions of the Sechrest and our water supply and pressure issues on both the north and south side. We have stormwater issues. We have lake pump issues. We have preservation and maintenance of streets issues. We need to continue to maintain the high quality of the lake. We need to prevent the Sechrest from being built upon in the future and we need to find a safe place for the kids to kick a soccer ball, throw a baseball, or simply have a safe place to run and play. The developer has asserted that his plan presents a solution to all of these issues, but the Trustees must balance the cost of any additional development and densities against any kind of deviation from the master plan.

More houses on part of the Sechrest and the congestion and issues caused by the potential years of construction is impermissible unless there is sufficient benefit to the community to justify the project. The Planning and Zoning Committee voted to reject the application and sent that recommendation to the Trustees based upon the position that there was no agreement between the water district and the developer regarding how water pressure and supply issues would be handled. There were no formal studies on stormwater related issues or road impact issues.

There was no agreement with the South HOA on road use. There was no agreement on current or future maintenance for the remainder of the Sechrest. There was no assurance that the Sechrest would not be developed with more houses in the future and frankly there was too much density, at the end of #4 especially, to justify approval of the application.

Now, if you don't know, we have no legal obligation to follow the P&Zs recommendations, but in the last two zoning decisions, the Trustees followed their decisions verbatim. You can appreciate that simply voting "no" on this application based upon the recommendation of the P&Z will not provide a solution to the many problems presented. In fact, a "no" vote will preserve those issues and allow time to make them worse. We need some kind of solution.

As a step towards the solution, the Trustees required the developer to agree to a development agreement that would address all of these issues and provide additional community benefits before any vote would be considered on the rezoning application. The Trustees then requested community input from the citizens and, in particular, from the South HOA, to create a list of items that needed to be provided by the developer that would achieve community benefit and justify a "yes" vote. If the developer failed to agree to the terms of the development agreement the vote would be "no".

That development agreement as it currently exists provides that all studies regarding land use, stormwater, and other infrastructure items requested by our engineers and associated with developments of this type, are provided and solutions agreed to be performed. It requires that the street use agreement requested by the South HOA be put in place. There must be agreement with the water district. All other ordinances must be followed by the developer before the developer can turn a blade of dirt. The developer agreed to the conditions that we placed into the development agreement.

I want address other concerns raised by our citizens prior to our considerations today. There have also been multiple misrepresentations that have been, and continue to be given, to the citizens, that you, the Trustees, must understand so you can properly evaluate the application. First, I continue to hear that there are no protections against the developer assuring that the developer will perform the studies and obtain the approvals that have been described. Despite the assurance of the enforceable development agreement that has been made publicly available, we continue to hear people state that they have been told that there no assurances that the developer will follow through on the development agreement. Strong statements are also made by individuals that no agreements have been made with the water district so a "yes" vote is impossible. Please understand that the requirement that all agreements are in place before a shovel of dirt can be turned is in the development agreement. And further, the developer agreed to pay all of our legal fees if we are forced to engage in litigation to enforce the development agreement.

Another issue is that a "yes" vote would be contrary to the master plan. First, we could have Village Attorney Zerr opine, if necessary. But the master plan is only a guideline to show the desire of the community and not a law or rule that must be strictly followed. However, the master plan should be followed unless there is a determination that the community benefit to deviate from the plan is sufficient to do so. Again, our primary decision at this meeting is to

determine if the benefit to the community resulting from the approval of the rezoning application outweighs any detriment of allowing additional residents to be built and the deviation from the master plan.

Another statement that is continually made is that the South HOA has not been part of the development plan process. That is simply incorrect and a misrepresentation. In fact, the residents should please look to the amount of legal fees spent by the South HOA finding every possible way to force a “no” vote and the extensive list of demands made in writing by the South HOA necessary to approve the development agreement. Those legal inputs show the number of interactions that the South HOA has had in this process. Although true, that the South HOA was not in the room discussing the list presented, a hard copy of that list was presented by the Trustees to the developer and every item on that list was carefully considered, as were comments from other citizens.

It is the Trustees’ responsibility to approve or disapprove rezoning requests and enforce Village ordinances. Thus, the developer wanted to limit negotiations to the Trustees. We got a publication two hours ago, that I would not talk to the attorney for the South HOA, but I told him on multiple occasions if it was going to be an attorney issue, it should be communicated with and through the Village Attorney.

In further support of the influence and involvement that the South HOA has had on this process, and the development agreement, most of the items on the South HOA list are specifically stated in the development agreement. What was not included is the demand that an office building with offices for the South HOA, be built by the developer on hole #2 near the Holmes gate. Now, there may have been a vote somewhere in the South HOA that they wanted an office building by the South Holmes gate, but we decided not to put it in there. The decision was made that the presence of a commercial office building and required parking lot and infrastructure would not enhance the open feel of Loch Lloyd that residents are so concerned about when they enter the Holmes gate and exacerbated the density issue that is so important.

The South HOA also wanted all land associated with the Sechrest, not formally developed with houses, to be deeded over to the South HOA, presumably so it could maintain the property at South HOA cost. Despite offering to the South HOA that it’s a lot smarter for the land to be deeded over to the Village, so the developer could obtain a tax deduction for the donation that would allow additional financial benefit, and support an argument for even fewer houses, the South HOA insisted that the land be deeded to them. You cannot get a tax deduction by deeding land to the homes association. The decision was made that the developer would retain the land and agree in the development agreement to maintain that land...another benefit to the Village, and...another obligation to the developer that did not exist before.

Finally, the South HOA wanted the unilateral ability to enforce the development agreement despite not being a party to the agreement. The developer felt that paying the Trustees to bring a lawsuit against the developer for failure to follow the development agreement (i.e. funding all the legal fees if we have to sue the developer) was sufficient. However, and again in deference to the South HOA, the development agreement specifically requires the developer to agree to road use and access easements with the South HOA. It gives the South HOA the exclusive right to

negotiate and enforce those agreements. This last statement of the rights of the South HOA to control roads and access, that takes up, I can't tell you how many pages of the letters we received from the South HOA. So, we put a specific provision in there that it is exclusively the South HOAs jurisdiction to enforce all access to the roads. Frankly, no matter how this vote goes, if it happens to go "yes" (and it has not been decided at all), there's a big hurdle yet that needs to be cleared.

With all of that in background, please understand that we were told in writing that without rezoning approval, we have no park-like setting. We have no say in the playfields. We have no say in the walking trails. We don't have any nice restrooms in the Sechrest. There's no maintenance agreement in place for the Sechrest. No development agreement means that there are no deed restrictions which prevents houses from being placed in the remainder of the Sechrest. There's no required contribution to the water district to fix water supply and pressure problems. No correction to stormwater issues. No commitment to fix the lake pump used to water green spaces, and no required help in ensuring the environmental protection of the lake. A "yes" vote provides all of these community benefits. In fact, another thing that was added in on top was an extension of sewer and water lines to what you know as the Neighbors' property off of #4, just to facilitate cohesiveness within the neighborhood.

So guys, we need to decide whether there is a sufficient benefit to the community for all of Loch Lloyd to allow the requested development. I'm sorry this thing has gone on so long, but I want to set the stage for our discussion so we can make a determination. Is the benefit there, or is it not? I open the floor for discussion.

Chairman Schultz recognized Trustee Murphy for additional discussion.

Trustee Murphy commented on the complexity of the issue before the Board. One of the things he specifically addressed was the demand for the Trustees to recuse themselves, on the basis that they were somehow being influenced by the developer. He noted that every one of the Trustees are acting right now in good faith for the Village. They are here because they decided to run for a thankless, long, and difficult job because they care about what they are doing. They care about the future of the club. They care about making the right decisions (as Chairman Schultz said) to solve these issues. He took personal offense at being told that he has been persuaded, bribed or is not acting in the best interests of everybody. You all know him. If you don't, he'll stick around afterwards and introduce himself. But this is a long very complex process with a lot of different opinions. They're all going to have different opinions on how we run things going forward. But this is a democracy and we're trying to figure out how to do the best thing for everyone.

Trustee Murphy had one last thought...if we are really in the pocket of the club, why would we have created a sales tax on ourselves and on the club and make them do everything instead of a property tax? We did it because we think that it's the best thing for us, the Village, to be able to let others help to raise our revenues. Trustee Murphy then assured the audience that he and the Board are representatives of the Village, period. This is a complex process and they are going to deliberate and make a decision for what they believe is for the best of the Village. He concluded with an invitation for individuals to run for office next year during the Village elections.

Trustee Lafata requested that Village Attorney Zerr provide the highlights of the development agreement. Chairman Schultz recognized Mr. Zerr at the request of Trustee Lafata. Mr. Zerr provided an overview of the provisions within the development agreement and specific details from what the South HOA legal counsel submitted.

Included in the analysis by Mr. Zerr was a review of the timing for the development of the center cut and the obligations imposed upon the developer for the improvement of the center cut. This included the 1-year deadline from approval of the preliminary plat for improvement of the center cut. Mr. Zerr also covered the oversight of construction by representatives of the Village and its engineers. He also confirmed that the developer would be required to abide by all laws, statutes, ordinances, procedures, and agreements during the development. Mr. Zerr covered the financial obligations and sureties of the developer and the references to the South HOA within the agreement. Mr. Zerr also discussed the obligations of the developer to arrange and negotiate agreements with the South HOA.

The developer is required to obtain approval from all governmental authorities including the water district and the community improvement district. Before any development occurs, a final plat will be required for the center cut and the residential parcels within the community. All access and easements will need to be provided to the Village before approval of the preliminary plat.

Mr. Zerr identified the specific reference for an easement and access off of the proposed Grace Drive for the Neighbors' property. He also noted the requirements for approval of all plans including storm drainage plans.

Obligations of the developer under the development agreement include study and controls on potential negative impacts on Loch Lloyd Lake. The development agreement also includes provisions for the water service and impacts on water pressure within the Village, including the method and manner of financing improvements. All of these will need to be addressed and completed as part of the preliminary plat approval stage. This will include sanitary sewer service and capacity.

There are also provisions within the development agreement for additional studies, including vehicular and pedestrian traffic impacts on existing streets. They may also require preservation of open spaces and steps to limit impacts on the current residents during construction. Finally, the development agreement requires the developer to submit an agreement for the maintenance of the center cut and how the remainder of the Sechrest will be maintained.

Mr. Zerr noted that all of the presentation materials provided by the developer during the public hearings have been incorporated into the plan so that the developer will be held accountable to producing what was represented to the public, the Board of Trustees, and the Planning and Zoning Commission. Mr. Zerr provided analysis on the improvements that are being proposed for the center cut. There is also a requirement for the repair and replacement of the existing main lake pump and relocation of existing birdhouses.

The development agreement also includes a requirement for the recordation of a deed restriction in favor of the Village and the South HOA which will prohibit further residential development on the Sechrest property. The deed restriction must be completed within 30 days of the execution of the development agreement.

The development agreement includes limitations on construction hours. It puts provisions in place to monitor dust and nuisance within the Village as construction commences. It also includes provisions for notification of construction activities and inspection rights for the Village. The development agreement also allows access to the center cut by the residents where the amenities will be installed. The development agreement also includes requirements for repair of streets if damage is caused during the development.

Mr. Zerr covered the indemnification provisions for the Village under the development agreement which were referenced by Chairman Schultz. Finally, Mr. Zerr also provided the enforcement options available under the development agreement for the Village.

Trustee Lafata questioned Mr. Zerr regarding the timeframe for completion of the final plat including the 1-year deadline. Mr. Zerr provided responses including potential extensions at the request of the developer under the terms of the development agreement. Follow-up questions from Trustee Lafata on the remedies and enforcement provisions. Mr. Zerr referenced sections for damages, enforcement and options if the developer breaches the agreement.

Trustee Withey questioned Mr. Zerr regarding the indemnification provisions within the development agreement. Mr. Zerr provided analysis of the indemnification and the extent to whom it would apply including the Trustees, agents, employees and representatives of the Village. Follow-up from Trustee Withey regarding covering the Trustees unless they vote yes. Mr. Zerr provided clarification for the individual Trustees. All Trustees would be covered by the indemnification unless there was an ultra vires act of the Trustees. Mr. Zerr provided an example of an ultra vires act that would not be indemnified. Mr. Zerr suggested that any currently threatened litigation should be discussed in closed session.

Chairman Schultz recognized Trustee Withey for additional comments. Trustee Withey expressed her thanks for the hard work by each of the parties involved. Appreciate everything that has happened to try and make this workable. From the beginning, the Village spent over \$50,000 to create a master plan. When you do that, you want it to last. Mr. Shires suggested 10-20 years. We're not talking about protecting the south people, we're talking about protecting the entire Village, and the future. It seems like the south people's ox is being gored more right now. That doesn't mean that's how it is always going to be. Once you have a plan like this, it's the very first outing for our master plan, yet it seems like we want to toss some great parts out. There could be workable plans without doing that. It starts with some very basic things like distances between properties.

Trustee Withey continued with her comments supporting a denial of the requested rezoning as it is not consistent with the land uses shown on the Village's land use master plan map, and does not address all of the policy considerations that apply to the master plan. If we don't go along with what we decided, as a Village, 100's of people came to these things. We decided barely a

year ago that they settled on this thing and said this will guide us in the future. If we toss out components or even ignore the fact that the housing is denser than what we wanted and closer to other yards for at least 22 of the 45 lots. We're just throwing away \$50,000 and the time of the 100s of people who came in.

Trustee Withey identified other reasons why the application could be denied including ongoing issues with the Northwest Cass County Water District. She suggested that she probably has more background than she should. She identified different percentages being put out there about how much would be paid for the pump and by whom. Trustee Withey provided her analysis of the costs that may be seen.

One of the things that bothers her is that the Village documents say that these things need to be worked out before the application is submitted. Now we've changed it to, before it gets platted. We could say that it's because this is how it happened in past times. We have a new development plan and a new board than we have not had in the past. We don't want to just expect what we have now.

Another reason raised by Trustee Withey for the denial was the impact on the character of the surrounding neighborhoods based upon the proposed change in use and the proximity against any of the development that the proposed rezoning would permit. This goes back to the closeness of the houses and impact of them being kind of on top of one another.

She thinks what happened here is, there was this thing where the bottom line was "X" number of dollars was needed, how do we get the dollars instead of, we want to create something nice and we'll take their proceeds from it and use it for something else, but that wasn't the overriding thing of doing that. It was kind of the cart before the horse saying that they need this money, and therefore, to get it, we have to pack this many houses in. She doesn't think that's really a great thing to do. For the people who are not yet impacted by this, Randy was saying imagine being a board member, but imagine being somebody who is going to be impacted by it in the future, you aren't going to want that to happen close to your homes or the traffic density and so on in your area that our master planning was intended protect. You don't want that to happen to you. It really comes down to empathy.

The development proposed lacks public benefit. That's a big one for her. When you say a place for children to play, they used to have a big open space in front of the health club, but she never saw kids out there throwing balls around or anything. I mean, it's just going to be another load of grass in the middle of something where, yes, they can go and play there, but will they? You know, it's not really being set up for a playground per se. It would be nice if eventually some of the things happened there that were be great. Sand volleyball or some things like that. That would be great.

Trustee Withey further commented on the center cut and the concern that it could be transferred. She heard or read that it could. Is there a sufficient benefit to the community? And now, that comes down to two different, she's sure, split right down the middle here. Some people feel like the club is the major thing in the community. Some people feel like the community is the major thing with the club in the middle of it. She wants to see all of it succeed. She wants to see the

club succeed. She doesn't want to see if fall it apart. But she doesn't want to see it at the expense of tossing the master land use plan.

Trustee Withey expounded on her points further and noted that, creating a different kind of life for, she doesn't care if it's 5 or if it's 50 families. If they came in here and wanted the peace, and the quiet, and the beauty, and the wildlife, and so on that was in here, and bought in here, and paid premiums for their land to have that, she doesn't want to see that tossed out, and it will be for some of them if this is passed. She also does not know where the sufficient benefit for all of Loch Lloyd is.

She doesn't want to offend people, but Jeannie and Neal built the health club and they did it so that people in the community would stay healthy, and now it's going to be attached to the golf and so, there may be people who upset the apple cart and maybe are asked not to be part of the club anymore. You could say, you can't play golf, you can't go to the pool anymore, they also can't go to the health club and do the things that would be...all of that would enrich the Village and help us all stay healthy and take care of one another. She worries about that. There's no protection for people who speak out...speak their minds. She's not certain but it has to be addressed somehow, by somebody that there not be threats. That people don't feel threatened if they say something, if they speak up. They would be able to use some of things that will let them have a lifestyle and it can't be just on a whim that "you're gone". And so, all of that has to do with the health of the community as a whole, on all of us as a whole. Again, she's an older person, and she sees a lot of younger people there. Well, you're not going to like it a lot if you get to this place in life and you're faced with these kind of issues.

To cut to the chase, the major thing is that they created a master plan and this does not comport with the elements of the master plan. That is her major thing and issue on this whole thing.

Chairman Schultz recognized Trustee Murphy for a question to Trustee Withey. Trustee Murphy inquired as to whether Trustee Withey saw "no tangible benefits in the proposal". She rejected this notion and indicated that she does see benefits. She would like to see it resolved.

Trustee Murphy inquired as to the benefits that she sees, do any of the things with the center cut, the new bathrooms, the new walking trails have a benefit? She affirmed that they do, but that the course should never have been allowed to turn into what it is in the first place. A lot of people are not happy about it, and want golf back. She would love that too, but she could understand why the developer decided to cut losses in the Sechrest to save money to not keep it going as a golf course. Some people believe it could have been promoted more and been an ongoing thing. But it wasn't promoted at all.

To Trustee Withey, to have a par 3 out there, her property values would go up right away. She doesn't care about that. What she cares about is that it would be a neat thing if it was opened up to not just club members, but the entire community that everyone can use. She believes you would have all the kids and adults come in to play. You would have a lot of people who are a little older that don't want to play a whole 18 holes. She can understand why it was closed when it was, but she thinks that it certainly could be made to provide that kind of activity. Because

then, it isn't what she's been complaining about with the club members maybe being gone, or not gone, but it would be something that is going to be open without that threat.

Follow-up question from Trustee Murphy to Trustee Withey. If they vote "no" as a group and decide that's the right thing, what's the next step? What does she think they should do? What is her solution to address all of these problems and issues? Trustee Withey responded that the next step would be to try and figure out without saying "I need X dollars", whether or not it makes sense to put houses with the density being more in keeping with what the master plan says.

Trustee Murphy rephrased the question. If they deny the application, then what? Trustee Withey responded that it does not have to stop permanently. It means that they will still work on this and try to get something that is a little better than what they have now. She thinks there's a lot of progress has been made...but there's still, the line where they started was already, "we don't care that the master plan shouldn't be that density, we don't care that the master plan says there should be a preferred 150' between property lines, there are a number of things where it just says, we don't care about, we're just going to throw all of this other stuff that looks good and it is good". She thinks they have made steps in the right direction. But they started out without addressing the basic concepts of the master plan.

Follow-up from Trustee Murphy to Trustee Withey, inquiring as to whether they should deny it and start all over from scratch. If so, how long do they take? Trustee Withey doesn't care how long. "You can act in haste and repent in leisure." Trustee Withey commented that there are a lot of people here and in the community who have strong feelings about this. You could put it through today, but it isn't the best solution. For all the talk about the Trustees' having input, she had zero input. Trustee Murphy disagreed with her position. (Applause from crowd.) Trustee Murphy addressing the crowd. Trustee Withey clarified that she has not had input. She asked for her words to not be twisted. She knows that other people have been talking and trying to figure things out such as Clerk Lafata and Chairman Schultz. But she hasn't been in. The problem is they can't have three or more together without a work session. She doesn't know why they started at, "[o]kay we'll just forget about the master plan and go along with these other things".

Trustee Murphy commented that the master plan is a guide for what they should do. The master plan says that they should hope to have, or prefer to have, 150'. The issue that they have to get to today is...is the benefit that they are going to get for all of the things that they enumerated worth it? Trustee Murphy suggested that it sounds like she is saying that it isn't worth it. Trustee Withey responded that she does not know because they don't know today if the water pump issues can be resolved. Trustee Murphy inquired as to whether the water pump was included in the development agreement. Trustee Withey confirmed that it is in there. Trustee Murphy and Trustee Withey debated when it should be fixed, versus when it will be fixed.

Trustee Lafata inquired of Trustee Withey regarding the alleged transfer of the center cut. Trustee Withey commented on the terms of the development agreement allowing transfer. Village Attorney Zerr confirmed that the center cut can be assigned and transferred with Board approval. Mr. Zerr read the terms for assignment and transfer language within Section 11.01 of development agreement.

Follow-up comments from Trustee Lafata regarding a letter received from the South HOA board approximately 90 minutes prior to the meeting. They requested that the letter be made a part of the record. Trustee Lafata cited a number of points/items from the South HOA letter, including the following:

1. They clearly state on page 1 of their general history that Harry Lloyd, the original Loch Lloyd property developer, purchased the property, built the lake, platted the community home sites and opened it in 1990.
2. The development was built and promoted as a low density planned community for single family homes via access with a private gate and security providing a full service security staff like a resort like experience.
3. The original golf course was designed by Don Sechrest, opened in 1990. Mr. Lloyd retained ownership of the property and country club until it was purchased by 5 – Star Lifestyles. It goes on and on until Neal Patterson then bought it and transferred the ownership of the streets over to the HOA.
4. But the original plat provided for a single-family low-density housing community in a setting surrounded by the celebrated Sechrest golf course with resident access to the gated community, private streets and lake. The plat map defining the development identified the number, size, and location of the streets and homesites.
5. The South HOA noted that the community was originally planned for approximately 400 homesites.
6. The streets were built for use by residents bordering the golf course, lake and wooded areas of the property.
7. No two homes backed to the back of a tangent neighbor's property.
8. The property was planned and designed to take advantage of the beauty of the rural countryside, treed property lots, golf course, lake and walking trails.
9. The design limited the number of streets and cul-de-sacs for safety of vehicular, golf and pedestrian traffic.

After reading the foregoing provisions from the South HOA letter, Trustee Lafata made the following statements of the record.

“If any of you, which undoubtedly the South HOA either through ignorance or through misrepresentation looked at the original plat from Harry Lloyd, there are over 700 homes that Harry planned in here. It looked like Johnson County. Cul-de-sac, back-to-back-to-back. Their misrepresentation to the Board, and their misrepresentation to the community is unacceptable, and they should be chastised for the amount of misinformation that they have put out to this community to turn things and have people not understand what is going on in this community and what the facts are.”

Trustee Lafata then requested to have the foregoing comments put on the record.

Chairman Schultz inquired as to any additional comments from the Trustees. Seeing none, Chairman Schultz opened the floor for a motion to resolve the matter. Chairman Schultz then

recognized Trustee Douglas who, (with assistance and input from Village Attorney Zerr) made a motion as follows:

MOTION FOR APPROVAL OF THE ORDINANCE AS PRESENTED, ORDINANCE 2025-02-28-1, REZONING THE PROPERTY INCLUDING AMENDMENT OF THE ZONING MAP FROM ROS TO R-1, ADOPTING THE PROPOSED FINDINGS OF FACT, ADOPTING THE DEVELOPMENT AGREEMENT AS PRESENTED, AND SUBJECTING SUCH APPROVAL TO THE THREE CONDITIONS OF APPROVAL PROVIDED.

Chairman Schultz recognized Trustee Murphy who then seconded the motion. There being no further discussion on the motion, Chairman Schultz called the vote by roll call.

DOUGLAS – Yes

LAFATA - Yes

MURPHY - Yes

SCHULTZ - Yes

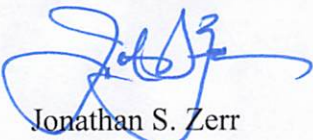
WITHEY - No

Motion passed by greater than a 2/3 vote of the Board of Trustees.

ADJOURNMENT

There being no further business to come before the Board, Chairman Schultz recognized Trustee Murphy who motioned to adjourn. The motion was seconded by Trustee Lafata. There being no further discussion on the motion, Chairman Schultz called the vote. The motion was approved unanimously by all members of the Board. No objections. No abstentions. Meeting adjourned at 5:05 p.m.

Respectfully submitted,



Jonathan S. Zerr
Village Attorney