

## NOTICE OF OPEN MEETING

Public Notice is hereby given that the Excelsior Springs Redevelopment Corporation of the City of Excelsior Springs Excelsior Springs Redevelopment Corporation **at 11:00 AM, April 16, 2026** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

### Excelsior Springs Redevelopment Corporation City of Excelsior Springs

#### AGENDA



Excelsior Springs Redevelopment Corporation Meeting  
11:00 AM  
Thursday, April 16, 2026  
City Council Chamber

- 
1. CALL TO ORDER
  2. ROLL CALL
  3. APPROVAL OF MEETING SUMMARY
    - A. Meeting Summary November 20, 2025
    - B. Meeting Summary March 19, 2026
  4. VISITOR COMMENTS
  5. TAX ABATEMENT APPLICATION
    - A. An Application by Jake Osborne for Tax Abatement at 409 E Broadway
  6. EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION BYLAWS
    - A. Review of ESRC Bylaws
  7. SELECTION OF OFFICERS
    - A. Select President
    - B. Select Vice President
    - C. Select Secretary/Treasurer
  8. STAFF COMMENTS

9. BOARD MEMBER COMMENTS

10. ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

**Date and Time of Posting: April 10, 2026, 2:30PM**

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION  
Meeting Summary

November 20, 2025

**Item 1. Call to Order**

Chairman Griffey called the meeting to order at 12:00 p.m.

**Item 2. Roll Call**

PRESENT: Bill Griffey, Kelli Kincaid, Dr. Kent Powell, Gary Sanson.

ABSENT: Mike Edwards

PUBLIC PRESENT: Councilman Reggie St John

STAFF PRESENT: Laura Mize, Neighborhood Specialist, Julia Goldstein, Administrative Assistant, Melinda Mehaffy, Economic Development Director

**Item 3. Comments from Visitors**

None

**Item 4. Approval of Meeting Summary from September 18, 2025**

Commissioner Kincaid made a motion to approve the minutes. Commissioner Sanson seconded the motion.

Vote: Motion passed 3-0-1

Yes: Commissioners Griffey, Kincaid, Sanson.

No: None

Abstain: Dr. Powell.

**Item 5. Approval of Meeting Summary from October 16, 2025.**

Only two commissioners who were present at the October meeting are present at today's meeting. This item was continued until the next meeting.

**Item 6. Consideration of a Request for Extension from Peter Meeks for the project at 205 S Kansas City Avenue.**

Mrs. Mize directed the commission's attention to the letter from Mr. Meeks as printed in their packet. She explained that Mr. Meeks has completed all the aspects of the project that were included as part of his redevelopment agreement. He began to submit photos and paid invoices to close out his case. One of the photos showed that the side of the house had peeling paint and boarded up windows. Mr. Meeks misunderstood at what point final documents were to be submitted. Mrs. Mize informed him that the entire project had to be completed before it could be finalized for tax abatement. Mr. Meeks understood and requested an extension so he can complete all aspects of the project, specifically the painting and windows.

Commissioner Sanson asked if the commission could grant an extension since the aspects of the project that were included in the application have been done. Mrs. Mize explained that as per the agreement, the project cannot be finalized until it meets code standards. The applicant needs more time to bring the property up to code, even if he does not include those aspects of the project on his application for tax abatement. Essentially there is still blight to be abated.

Dr. Powell made a motion to approve the request for an extension. Commissioner Kincaid seconded the motion.

Vote: Motion passed 4-0-0

Yes: Commissioners Griffey, Kincaid, Dr. Powell, Sanson

No: None

Abstain: None

**Item 6. Comments from Staff**

None.

**Item 7. Comments from Board Members**

None.

**Item 9. Adjourn**

The meeting was adjourned at 11:10 a.m.

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION  
Meeting Summary

March 19, 2026

**Item 1. Call to Order**

In Chairman Griffey's absence, Dr. Powell acted as chairman and called the meeting to order at 11:00 a.m.

**Item 2. Roll Call**

PRESENT: Mike Edwards, Kelli Kincaid, Dr. Kent Powell.

ABSENT: Bill Griffey, III, Gary Sanson

PUBLIC PRESENT: Mark Spohn, Mayor and Reggie St John, Councilman

STAFF PRESENT: Laura Mize, Neighborhood Specialist and Julia Goldstein, Administrative Assistant

**Item 3. Comments from Visitors**

None

**Item 4. Approval of Meeting Summary from October 16, 2025**

Commissioner Edwards made a motion to approve the request. Commissioner Kincaid seconded the motion.

Vote: Motion passed 3-0-0

Yes: Commissioners Edwards, Kincaid, Dr. Powell.

No: None

**Item 5. Approval of Meeting Summary from November 20, 2025**

Commissioner Kincaid and Dr. Powell were the only commissioners present who were also present at the November 20<sup>th</sup> meeting. Therefore, this item was continued until the next meeting.

**Item 6. Consideration of an Application for Tax Abatement by Rocky and Christa McLaughlin for the property at 205 N. Marietta St.**

Mrs. Mize presented the staff report.

The McLaughlin's acquired this property and are planning to remodel the interior with the intention of renting out retail space. The exterior is going to be completely remodeled also, repairing or replacing stucco, trim, windows, doors, and guttering. The awning will be replaced and the building will be painted. The total expected investment amount is \$158,250.00. This building is non-conforming, without historical character, it is coming before this board first and will go to the Historic Preservation Commission next month.

Commissioner Edwards made a motion to approve the request. Commissioner Kincaid seconded the motion.

Vote: Motion passed 3-0-0

Yes: Commissioners Edwards, Kincaid, Dr. Powell.

No: None

Abstain: None

**Item 7. Comments from Staff**

Mrs. Mize reviewed the attachment “2025 Tax Abatement Year in Review”, she also stated that the quitclaim deeds for The Springs project at 415 St. Louis Avenue will be recorded with the Recorder of Deeds office this week. The board members were reminded of the Volunteer Dinner scheduled for April 23, 2026 and asked to please RSVP.

**Item 8. Comments from Board Members**

Dr. Powell asked about extensions granted in 2025. Laura Mize supplied the addresses: 111 N Main, 115 W. Excelsior St., 205 S. Kansas City. All now have deadlines in 2026.

**Item 9. Adjourn**

The meeting was adjourned at 11:11 a.m.

**Community Development Department**  
**Excelsior Springs Redevelopment Corporation**  
Phone: 816-630-0756; Fax: 816-630-9572



**Tax Abatement Application for 409 E Broadway Ave.**

**Staff: Laura Mize, Neighborhood Specialist**

**Redevelopment Corporation Meeting Date: April 16, 2026**

#### **GENERAL INFORMATION**

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements to be made to the house at 409 E Broadway Ave.

Applicants: Jake Osborn

Location: 409 E Broadway Ave

Historic District: Boarding House District

NRHP Status/Category: Contributing

#### **SPECIFIC INFORMATION**

**Project Background:** The property owner plans to repair and paint the exterior siding, add and replace gutters, replace 3-5 windows, complete an interior remodel to include new electrical, new plumbing, and new HVAC, and repair the front porch and columns.

#### **APPROVALS AND PERMITS**

**Historic Preservation Commission:** This project was considered by the HPC on April 8<sup>th</sup> and all aspects of this project were approved. This is a contributing building in the Boarding House Historic District.

#### **REQUEST**

The applicant is requesting a Chapter 353 Tax Abatement for improvements to be made to the property of 409 East Broadway Ave.

#### **STAFF RECOMMENDATION**

As per the Residential Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be \$64,000.00, this project qualifies for 100% abatement for 10 years or for the amount of expenditures, whichever comes first. Staff finds that this application meets the requirements for tax abatement. Remediation of all blight will be confirmed before final approval of abatement.

**ATTACHMENTS**

Exhibit A – Tax Abatement Application with bids

Exhibit B – Clay County Assessor and Collector information

Exhibit C – Development Agreement

Exhibit D – Photos

Exhibit E – Tax Impact Analysis



Application for Residential Chapter 353 Tax Abatement

Finance Code: 35 \$200

PROPERTY OWNER INFORMATION

Owner Name: Jake Osborn Enterprises LLC
Street Address: 7341 SE Sycamore dr Holt MO 64048
Phone No.: 816 809 8430 Email Address: jakosborn3@gmail.com
Address of Requested Abatement: 409 E Broadway excelsior springs mo 64024
Date of Application: 3-24-26 Owner Signature: [Signature]

DESCRIPTION OF IMPROVEMENTS

Exterior Improvements: Attach itemized bid(s) for work - be as specific as possible Investment Amount:

see attached

Interior Improvements: Attach itemized bid(s) for work - be as specific as possible Investment Amount:

see attached

PROJECT DESCRIPTION

Description of Project Timeline:

50% Exterior: Yes (No)

Start of Construction: 4-26

Estimated Date of Completion: 1-20-27

REQUIRED ATTACHMENTS:

- 1. Itemized cost of improvements including listing be exterior and interior
2. Current pictures of the site and existing structures
3. Legal Description of property
4. Most current real estate tax statement
5. Proof of property ownership
6. Application Fee (\$200)

\*50% of actual construction cost (excludes architectural & engineering costs, fees, permits and financing costs)

# Project Information & Scope of Work

## Project Management

<b>Project Manager</b>		<b>General Contractor</b>
<b>Comments</b>		<b>Contractor Phone Number</b>
<b>Loan Number</b>	35202611	<b>License Number</b>
<b>Property Address</b>	409 E BROADWAY ST, Excelsior Springs, MO, 64024, USA	<b>License State or City</b>

## Scope of Work Information

### Narrative Description

Repaint exterior, paint flooring, kitchen, hvac

Additional Details		Above Ground Structure		Current	Rehabbed
<b>Occupied Status</b>	No	<b>Sq. Footage</b>	2544	2544	
<b>Sq. Footage Increase</b>	No	<b>Property Type</b>	Single Family Residence	Single Family Residence	
<b>Quality of Finishes</b>	Mid-Range	<b>Bedrooms</b>	5	5	
<b>Has Fire Damage Repair</b>	No	<b>Full Bathrooms</b>	1	1	
		<b>Half Bathrooms</b>	1	1	
Below Ground Structure		Current	Rehabbed	ADU Structure	
<b>Sq. Footage</b>	100	100	<b>Sq. Footage</b>	0	0
<b>Bedrooms</b>	0	0	<b>Bedrooms</b>	0	0
<b>Full Bathrooms</b>	0	0	<b>Full Bathrooms</b>	0	0
<b>Half Bathrooms</b>	0	0	<b>Half Bathrooms</b>	0	0

<b>Budget</b>	<b>Amount</b>
<b>01 Plans / Permits</b> Plans and permits	\$1,500
<b>02 Demolition</b>	\$0
<b>03 Foundation</b>	\$0
<b>04 Roof / Gutters</b> New gutters	\$3,000
<b>05 Exterior / Siding</b> Repair & paint	\$15,000
<b>06 Windows</b> Replace 3-5 windows	\$1,500
<b>07 Garage / Driveway</b>	\$0
<b>08 Framing</b>	\$0
<b>09 Finish Carpentry</b>	\$0
<b>10 Sheetrock / Insulation</b> Repair sheetrock as needed	\$2,000
<b>11 Interior Paint</b> New paint throughout the interior	\$10,000
<b>12 Flooring</b> Refinish hardwoods, carpet bedrooms	\$10,000
<b>13 Kitchen</b> New cabinets and countertops	\$10,000

<b>Budget</b>	<b>Amount</b>
<b>14 Bathrooms</b>	
New vanities, tubs, toilets	\$10,000
<b>15 Plumbing Work</b>	
All new plumbing system	\$3,500
<b>16 Electrical Work</b>	
All new light fixtures and switches / outlets	\$5,000
<b>17 HVAC Work</b>	
All new HVAC system	\$8,000
<b>18 Appliances</b>	
new stove, dishwasher, microwave	\$1,500
<b>19 Yard / Landscaping</b>	
	\$0
<b>20 Basement Finishes</b>	
	\$0
<b>21 Other</b>	
Repair front porch decking and columns	\$4,500
<b>22 Other</b>	
	\$0
<b>Contingency</b>	<b>\$4,275</b>
<b>Total Construction Cost</b>	<b>\$89,775</b>

This Scope of Work reflects all my anticipated project costs to the best of my knowledge. I have reviewed and agree with all the line items, line item descriptions and costs contained within this Scope of Work proposal. I understand that this is a reimbursement loan and funds will only be disbursed for installed materials and completed labor. I understand that all Change Orders must be reviewed and approved prior to work, and that Change Orders can be denied.

**Borrower Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_



# CLAY COUNTY ASSESSOR'S OFFICE

\*ACRC-325356-2025\* 2025 Appraisal Card

Data Provided by: TRACY BALDWIN County Assessor. Printed on 3/25/2026 at 4:18:10PM

Property ID: 325356

Parcel ID: 12312001800600

**OWNER NAME & MAILING ADDR**  
PEPPARD SEED & COMPANY LLC  
704 N KIMBALL ST  
EXCELSIOR SPRINGS, MO 64024-1412



### PROPERTY VALUATION

Property Classification	Previous Market Value	Current Market Value	Previous Assessed	Current Assessed
	Residential	\$54,700	\$49,000	\$10,380
Agricultural	\$0	\$0	\$0	\$0
Commercial	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$54,700</b>	<b>\$49,000</b>	<b>\$10,380</b>	<b>\$9,310</b>

Final Estimate of Fair Market Value using the Cost approach: \$49,000

**PROPERTY SITUS**  
409 E BROADWAY AVE. MO

**LEGAL DESCRIPTION**  
CRAVER & BATES ADDITION LTS 7 & 8 BLK 1

### BUILDING PERMIT

Permit #	Active	Issue Date	Date Complete	Type Code	Value	% Comp
2021697	No	10/8/2021	12/3/2021	ROOF		
2021163	Yes	4/15/2021		REMAJ		
6585	No	9/1/2000	9/1/2000	CNV		100.00%

**PROPERTY CLASSIFICATION**  
Primary Use: 02 - SINGLE FAMILY RES  
NBHD Code: 6033  
City: 302(EXCELSIOR SPRINGS)  
School Dist: 240(EXCELSIOR SPGS SCHOOL DIST)  
Fire District: 400(NO FIRE DISTRICT)  
Exemption:  
Abatement:  
TIF:

### DEED HISTORY

Book/Page	Inst #	Date
8360/110	2018003036	2/4/2019
7892/59		1/24/2017
7580/52		8/31/2015

Property ID: 325356

Parcel ID: 12312001800600

LAND INFORMATION

Land ID	Type Code	Method	Size (AC)	Productivity Value	Market Value
122535	RES - Residential		0.0000	\$0	\$5,700
<b>Total:</b>			0.0000	\$0	\$5,700

IMPROVEMENT INFORMATION

Residential  
 Imprv ID: 107898      Market Value: \$43,300      Imprv 1 of 1

**Imprv Type:** MA      **Exterior Wall:** Wood Siding  
**Year Built:** 1920      **Fireplaces:** Single 2/s Fire Pl  
**Remodel Year:**      **Roofing:** Comp Shingle  
**Base Area:** 1,272.0      **HVAC:** Warm and Cooled Air  
**Total Area:** 2,544.0      **Bedrooms:** 6.00  
**Class:** 35      **Bathrooms:** 1.10  
**Condition:** 10      **Basement Fin:** 0.00  
**Subclass:** 12      **Garage Stalls:** 0.00



Detail Type	Area	RCMLD
MA	1,272.0	\$19,500
BSMT	1,020.0	\$3,400
UPPER	1,272.0	\$19,300
SWP	89.0	\$1,700
RPO	350.0	\$1,900
UTIL	216.0	\$300
SWP	118.0	\$2,000



# Property Account Summary

Parcel Number	12312001800600	Property Address	00409 E BROADWAY AVE MO , EXCELSIOR SPRINGS, MO 00000
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### General Information

Property Description	CRAVER & BATES ADDITION LTS 7 & 8 BLK 1
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	7

### Property Characteristics

No Property Characteristics Found

### Parties

Role	Percent	Name	Address	Since
Taxpayer	100	PEPPARD SEED & COMPANY LLC	704 N KIMBALL ST, EXCELSIOR SPRINGS, MO 64024-1412 UNITED STATES	10/04/2025
Owner	100	PEPPARD SEED & COMPANY LLC	704 N KIMBALL ST, EXCELSIOR SPRINGS, MO 64024-1412 UNITED STATES	10/04/2025

### Property Values

Value Type	Tax Year 2025	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021
Assessed Value Total (AVR)	9,310	10,390	10,390	22,310	22,310
Taxable Value Total (TVR)	9,310	10,390	10,390	22,310	22,310

### Events

Effective Date	Entry Date-Time	Type	Remarks
10/04/2025	2025-10-20 18:34:00.000	Taxpayer Changed	by asix
10/04/2025	2025-10-20 16:34:00.000	Owner Added	by asix
10/03/2025	2025-10-20 16:34:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2024	2024-10-23 21:09:00.000	Taxpayer Changed	by asix
10/04/2024	2024-10-23 19:38:00.000	Owner Added	by asix
10/03/2024	2024-10-23 19:38:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2023	2023-10-27 18:40:00.000	Taxpayer Changed	by asix
10/04/2023	2023-10-27 14:46:00.000	Owner Added	by asix
10/03/2023	2023-10-27 14:46:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2022	2022-10-21 18:01:00.000	Owner Added	by asix
10/04/2022	2022-10-21 16:57:00.000	Taxpayer Changed	by asix
10/03/2022	2022-10-21 18:01:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2021	2021-10-20 18:08:00.000	Taxpayer Changed	by asix
10/04/2021	2021-10-20 16:50:00.000	Owner Added	by asix
10/03/2021	2021-10-20 16:50:00.000	Owner Terminated	Load Party Information from file by asix
10/15/2020	2020-10-29 18:28:00.000	Taxpayer Changed	by asix
10/15/2020	2020-10-29 17:01:00.000	Owner Added	by asix
10/14/2020	2020-10-29 17:01:00.000	Owner Terminated	Load Party Information from file by asix
10/18/2019	2019-10-22 13:57:00.000	Taxpayer Changed	by asix
10/18/2019	2019-10-22 13:12:00.000	Owner Added	by asix
10/17/2019	2019-10-22 13:12:00.000	Owner Terminated	Load Party Information from file by asix
11/20/2012	2012-11-20 10:05:00.000	Taxpayer Changed	Party/Property Relationship by susan

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact our office at (816) 407-3200.

### Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/31/2025	5074372	645.48	645.48	645.48	0.00

12/30/2024	4848765	728.65	728.65	728.65	0.00
12/29/2023	4625910	724.15	724.15	724.15	0.00
12/27/2022	4380607	1,580.66	1,580.66	1,580.66	0.00
12/28/2021	4182443	1,586.76	1,586.76	1,586.76	0.00

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353 DEVELOPMENT AGREEMENT

409 EAST BROADWAY AVE REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 4<sup>th</sup> day of May, 2026 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Jake Osborn, 7341 SE Sycamore Dr. Holt, Missouri 64048 (“Owner” or “Redevelopment Project Owner”) is for the implementation of the Downtown 353 Amended Development Plan dated July 19, 2021, submitted by the Redevelopment Corporation for implementation of the 409 East Broadway Avenue Redevelopment Project (“Redevelopment Project”) as legally described in Exhibit “A”, attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit “B” and incorporated by this reference.

**RECITALS**

- A. The City Council has enacted into law Ordinance No. 21-07-01 (“Ordinance”), approving the Amended Development Plan (“Development Plan”) of the Excelsior Springs Redevelopment Corporation for the implementation of the Downtown 353 Redevelopment Project, Excelsior Springs, Missouri, and has determined that the rehabilitation improvements and redevelopment provided for in the Development Plan and this Agreement are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals, and welfare.
  
- B. Redevelopment Corporation is an urban redevelopment corporation formed under Chapter 353 of the Revised Statutes of Missouri, as amended up to and including the date of the passage and approval of the Ordinance (“Chapter 353”), and is now in good standing in the State of Missouri.

The City, the Redevelopment Corporation and the Redevelopment Project Owner, for good and valuable consideration and the mutual covenants contained in this Agreement, agree as follows:

- 1. Items incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.

2. Redevelopment Area: Project. The real property subject in the Development Plan and the Redevelopment Project is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement ("Redevelopment Project Area"). The term "Project" refers to the 409 East Broadway Avenue Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.
3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and Redevelopment Project Owner will have complete and exclusive control over the implementation of the Redevelopment Project and the management and operation of the Redevelopment Project.
4. Redevelopment Project Phases. The Redevelopment Project will be implemented in one Phase.
5. Delays/Extensions. Redevelopment Project Owner will implement the Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Redevelopment Project Owner or not caused or contributed to by Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisitions of or use of materials, litigation challenging the rights of Owner, the Redevelopment Corporation or the City, delays by the City, by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, documents and commissions within the project time frame.
6. Notice of Delay. Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.
7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by Owner.
8. Performance for Benefit of Redevelopment Corporation/City. If Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations, the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

9. Breach and Compliance. Owner's failure to substantially comply, in whole or in part, with this Agreement or the Development Plan, is a breach of Owner's obligations under the Development Plan and this Agreement. If the Owner breaches this Agreement or the Development Plan, the Redevelopment Corporation and the City may deliver written notice of the breach to Owner. Owner has 60 days after the notice has been given to cure the breach (unless the 60-day cure period is extended by the Redevelopment Corporation and the City in writing). If the breach cannot reasonably be cured within the 60-day cure period and if Owner does not begin and continue to diligently pursue the cure of the breach, then the Redevelopment Corporation and the City, acting through the Mayor, in her/his discretion, may request that the City Council terminate this Agreement and all of Owner's rights under this Agreement and the Development Plan, in whole or in part.

The Redevelopment Corporation and the City will give Owner written notice of the request to terminate. At least 15 days after notice of the request is given to Owner, the Redevelopment Corporation and the City Council will hold a hearing on the request. The City Council may, at its option, but only if it finds that there was a breach and that Owner failed to cure it within the 60-day cure period, or to timely begin and diligently pursue a cure of the breach, terminate this Agreement and all of Owner's rights under this Agreement and the Development Plan, in whole or in part.

10. Building Maintenance. Owner must maintain any building or other structures and public areas in the Redevelopment Project Area in good repair in accordance with the City's building code and ordinances. Owner must secure the buildings or other structures until rehabilitation or reconstruction under the Development Plan begins and during the rehabilitation or reconstruction.
11. Owner Compliance. Owner must obtain all permits and approval required by law. Owner is subject to all lawful inspections and must perform any necessary acts required under the City's ordinances, including the Ordinance. The City will not unreasonably withhold any necessary approvals or permits. Owner shall timely pay all applicable real estate taxes attributable to the Redevelopment Project. Owner shall timely pay, and ensure that any tenant of the Property shall timely pay, any personal property or business personal property taxes attributable to the location of the Redevelopment Project. Owner shall comply with all applicable laws, ordinances, codes, rules and regulations, including but not limited to, laws regarding property maintenance and not maintaining a public nuisance, as it relates to the Redevelopment Property.

12. City Access to Development Project. During the term of this Agreement, Owner will cooperate with and permit access to the Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.
13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and Agreement.
14. Tax Abatement.
- a. Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID# 12312001800600) which contains one addressed improvement 409 East Broadway Ave, Excelsior Springs, Missouri. Accordingly, the Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the Redevelopment Project Area except to such extent and in such amount as may be imposed upon the Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvement, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the Redevelopment Project Area. The amount of such tax assessments shall not be increased during said ten (10) years period so long as the Redevelopment Project Area is used in accordance with the Development Plan.
- b. Subsequent Three Years. ~~After the ten (10) year period above described, and for the next ensuing period of three (3) years, ad valorem taxes upon the real property in the Redevelopment Project Area shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property including any improvement thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of three (3) years, so long as the real property in the Redevelopment Project is used in accordance with the Development Plan.~~

- c. Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) and (b) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten-year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$64,000.00. The City shall provide written notification to the Owner and the Redevelopment Corporation at such time as the City has determined that the tax abatement has equaled or exceeded the amount of this amount prior to terminating the tax abatement with the County Assessor.
- d. Full Assessment-Election to Opt Out After Completion. After the ten-year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to City, State and County taxes, based on the full true value of the Redevelopment Project Area and the standard assessment ration then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be owned and operated by the Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

At any time after the completion of the Development, the Owner may elect to pay a sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties which would have been levied on the full value of the Redevelopment Project Area from the date of the completion of the Development, and from the date of such election the Redevelopment Project Area shall be owned and operated by Owner free from the conditions, restriction, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

- e. Sale or Disposition of Redevelopment Area. The Owner may sell or otherwise dispose of any or all part of the Redevelopment Project Area. If there is a sale or other disposition of the property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court or competent jurisdiction, by voluntary transfer or otherwise the tax relief provided in Section 14 of this Agreement and under the provisions of Chapter 353 shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of the Redevelopment Project Area so long as such purchaser or transferee shall

continue to use, operate and maintain the Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement.

- f. Breach or Withdrawal. If (i) The City terminates this Agreement under Section 9 above, or (ii) any portion of this Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.
15. Transfer of Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the Redevelopment Project Area back to the Owner. Both deeds shall be recorded together with the deed from the Owner recorded first and the deed from the Redevelopment Corporation recorded second.
16. Earnings Limitations on Development. Redevelopment Corporation's net earnings from development area limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used of the enlargement of the Development; or may be used for the reduction of any rentals within the Development.
17. Certificate of Completion. Owner will request, in writing, after completion of the Redevelopment Project, that the City issue a Certificate of Completion for the Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts her/his investigations and makes her/his recommendations, the City Council will consider the matter and, if Owner have substantially completed the Redevelopment Project in accordance with the Development Plan and this Agreement, the City will issue a Certificate of Completion for the Redevelopment Project. If the City Council determines that any part of

the Redevelopment Project has not been substantially completed in accordance with the Development Plan and this Agreement, the City will provide written notice to Owner stating the reasons for the findings that there has not been substantial compliance with the Development Plan and this Agreement. The City's failure to notify Owner within 45 days after receipt of the written request is deemed a Certificate of Completion. Owner has 180 days after the City gives notice to Owner within which to correct any failure to substantially complete the Redevelopment Project in accordance with the Development Plan and this Agreement.

18. **Modifications.** The terms, conditions and provisions of this Agreement cannot be modified except by mutual agreement in writing between the City, Redevelopment Corporation and Owner.
19. **Invalidation or Cancellation of Agreement by Developer.** If Owner is prohibited from performing its covenants and obligations under this Agreement or the Development Plan by the order of any governmental agency or other authority or a court of competent jurisdiction, or if Chapter 353, this Agreement, the Development Plan, or the Ordinance, is declared invalid in whole or in part, or is amended in whole or in part, then and in such event, Owner may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the 60 days after the event giving rise to the right to terminate.
20. **Notice.** Whenever notice or other communications is called for to be given or is otherwise given pursuant to this Agreement, it must be in writing and personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager  
City of Excelsior Springs, Missouri  
201 E. Broadway  
Excelsior Springs, MO 64024

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation  
c/o City Manager  
201 E. Broadway  
Excelsior Springs, MO 64024

If to Owner:

Jake Osborn Enterprises, LLC  
7341 SE Sycamore Dr.  
Holt, MO 64048

Notices sent by mail are deemed given three business days after their deposit in the U.S. Mail, or when delivered to (or refused by) the party to receive the notice. A change or addition of designated officers or addresses may be affected by providing written notice of the change or addition to the other party. Nothing in this Agreement precludes the parties from communicating via facsimile, telephone, electronic mail or other forms of electronic communication for the conduct of day-to-day business operations.

21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement. This Agreement will be construed as if the invalid or unenforceable provision were omitted or, if applicable, modified as any court of competent jurisdiction deems reasonable, necessary or equitable. If the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the Court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the parties' intent, then this Agreement will be void. If any part of this Agreement regarding the rights or duties hereunder of Owner is found invalid, Owner will, at its election, have the right to be released from this Agreement.
22. Choice of Law. The validity, construction and enforceability of this Agreement will be construed in accordance with and governed by the laws of the State of Missouri without regard to its conflicts of law provisions.
23. Binding Effect. This Agreement, and all of its terms and covenants, are binding upon and inure to the benefit of, the successors, affiliates and permitted assigns of Owner, the Redevelopment Corporation and the City.
24. Priority. If there is any inconsistency between the provisions of Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is (i) Chapter 353, the Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan and (iv) this Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed on the date first above written.

City of Excelsior Springs, Missouri

By: \_\_\_\_\_  
Mark Spohn, Mayor

Attest:

\_\_\_\_\_  
Shannon Stroud, City Clerk

Excelsior Springs Redevelopment Corporation

By: \_\_\_\_\_  
Bill Griffey III, President

Owner:  
\_\_\_\_\_:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of Lots 7 and 8, Block 1, CRAVER AND BATES ADDITION, an addition in and to the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

**EXHIBIT B**

**SCOPE OF WORK**

1. Gutters
2. Siding repair and paint
3. Replace 3-5 windows
4. Interior remodel
5. New plumbing
6. New electrical
7. New HVAC
8. Repair front porch and columns



409 E Broadway Ave. Jake Osborn Enterprises LLC

Category of Work	Interior bid	Exterior bid	Proof of Payment/Receipts
Gutters		\$ 3,000.00	
Siding repair and paint		\$ 15,000.00	
Windows		\$ 1,500.00	
Sheetrock	\$ 2,000.00		
Interior paint	\$ 10,000.00		
Flooring	\$ 10,000.00		
Kitchen	\$ 10,000.00		
Bathrooms	\$ 10,000.00		
Plumbing	\$ 3,500.00		
Electrical	\$ 5,000.00		
HVAC		\$ 8,000.00	
Front porch		\$ 4,500.00	
<b>Totals:</b>	<b>\$ 32,000.00</b>	<b>\$ 32,000.00</b>	<b>\$ 64,000.00</b>

50% of expenditures must be on the exterior. This amount was adjusted to reflect 50% of expenditures.

409 E Broadway Ave Estimated Taxes To Be Abated (10 years)

Taxing Entity	State Levy	Clay County Services	County Handicap	County Mental Health	County Senior Citizens	County Health	Library District	School District	City General Fund	City Parks & Recreation	City Hospital	
% of tax rate:	0.004455615	0.002664483	0.013530813	0.01128312	0.005626675	0.01128312	0.046427508	0.777938883	0.08111045	0.022834177	0.022834177	0
Year												
2024	\$8.00	\$4.77	\$24.23	\$20.21	\$10.08	\$20.21	\$83.16	\$1,393.38	\$145.28	\$40.90	\$40.90	\$0.00
2025	\$8.16	\$4.87	\$24.72	\$20.61	\$10.28	\$20.61	\$84.82	\$1,421.22	\$148.48	\$41.72	\$41.72	\$0.00
2026	\$8.32	\$4.97	\$25.21	\$21.03	\$10.49	\$21.03	\$86.52	\$1,449.65	\$151.14	\$42.55	\$42.55	\$0.00
2027	\$8.49	\$5.06	\$25.72	\$21.45	\$10.69	\$21.45	\$88.25	\$1,478.64	\$154.17	\$43.40	\$43.40	\$0.00
2028	\$8.66	\$5.17	\$26.23	\$21.87	\$10.91	\$21.87	\$90.01	\$1,508.21	\$157.25	\$44.27	\$44.27	\$0.00
2029	\$8.83	\$5.27	\$26.76	\$22.31	\$11.13	\$22.31	\$91.81	\$1,538.38	\$160.40	\$45.15	\$45.15	\$0.00
2030	\$9.01	\$5.37	\$27.29	\$22.76	\$11.35	\$22.76	\$93.65	\$1,569.15	\$163.60	\$46.06	\$46.06	\$0.00
2031	\$9.19	\$5.47	\$27.82	\$23.20	\$11.57	\$23.20	\$95.50	\$1,600.32	\$166.80	\$46.96	\$46.96	\$0.00
2032	\$9.37	\$5.57	\$28.35	\$23.64	\$11.79	\$23.64	\$97.35	\$1,631.89	\$170.00	\$47.86	\$47.86	\$0.00
2033	\$9.55	\$5.67	\$28.88	\$24.08	\$12.01	\$24.08	\$99.20	\$1,663.46	\$173.20	\$48.76	\$48.76	\$0.00
2034	\$9.73	\$5.77	\$29.41	\$24.52	\$12.23	\$24.52	\$101.05	\$1,695.03	\$176.40	\$49.66	\$49.66	\$0.00
2035	\$9.91	\$5.87	\$29.94	\$24.96	\$12.45	\$24.96	\$102.90	\$1,726.60	\$179.60	\$50.56	\$50.56	\$0.00
2036	\$10.09	\$5.97	\$30.47	\$25.40	\$12.67	\$25.40	\$104.75	\$1,758.17	\$182.80	\$51.46	\$51.46	\$0.00
Total	\$110.82	\$66.19	\$338.10	\$280.27	\$139.77	\$280.27	\$1,151.25	\$19,322.87	\$2,014.77	\$57.20	\$57.20	\$0.00

\$1,791.09  
 \$1,826.91  
 \$1,863.45  
 \$1,863.45  
 \$1,900.71  
 \$1,938.73  
 \$1,977.50  
 \$2,017.05  
 \$2,017.05  
 \$24,839.60

**BYLAWS OF  
THE  
EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION**

**ARTICLE I  
OFFICES, RECORDS,  
SEAL**

**1. Principal Office.** The principal office of the Excelsior Springs Redevelopment Corporation (the "**Corporation**") shall be located at Hall of Waters, 201 East Broadway, Excelsior Springs, Missouri.

**2. Records.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors (the "**Board**") and each committee of the Board. The Corporation shall keep at its principal office a record of the name and place of residence of each Director and each Officer.

**ARTICLE II  
PURPOSES AND POWERS**

**1. Purposes.** In accordance with the Urban Redevelopment Corporation Law, Chapter 353 of the Revised Statutes of Missouri, the Corporation is organized for the purposes of clearance, replanning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto. To accomplish these purposes, the Corporation will implement the Chapter 353 Redevelopment Plan for the Excelsior Springs Redevelopment Area (the "**Redevelopment Plan**") that has been approved by the City Council of the City of Excelsior Springs, Missouri (the "**City**").

**2. Powers.** The property and affairs of the Board shall be managed by the members of the Board, and the Board shall have all powers, except as may be expressly limited by the Urban Redevelopment Corporation Law, other Missouri laws applicable to corporations or these Bylaws.

**ARTICLE III  
SHAREHOLDER**

**1. Annual Meetings.** The Annual Meeting of the Shareholder shall be held on the third Thursday of January in each year for the purpose of electing the Board, considering reports of the affairs of the Corporation, and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of the Board shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held at a Special Meeting of the Shareholder convened as soon thereafter as conveniently may be.

**2. Special Meetings.** Special Meetings of the Shareholder, for any purpose whatsoever, may be called at any time by the President, by the Board, or by the holder of the outstanding shares of the Corporation entitled to vote on the business to be transacted at the meeting. Business transacted at all Special Meetings of the Shareholder shall be confined to the purpose or purposes stated in the notice of the meeting.

**3. Place of Meeting.** Annual and Special Meetings of the Shareholder shall be held at the place designated by the Board. In the event the Shareholder calls a Special Meeting, the Shareholder may designate the place for the holding of such meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of meeting shall be the Principal Office of the Corporation.

**4. Notice of Meetings.** Written or printed notice, as required by statute, stating the place, day and hour of the meeting and, in the case of a Special Meeting, or as otherwise required by statute, the purpose or purposes for which the meeting is called, shall be delivered not less than twenty four (24) hours before the date of the meeting to the Shareholder of record entitled to vote at such meeting.

**5. Conduct of Meeting.** The Shareholder shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting.

**6. Voting.** Except as otherwise provided by statute or by the Articles of Agreement and subject to the provisions of these Bylaws, the sole Shareholder shall be entitled to one (1) vote for each share of Capital Stock held by such Shareholder; provided, however, that at all elections of the Board, each Shareholder shall be entitled to as many votes as shall equal the number of shares held by such Shareholder multiplied by the number of Directors to be elected, and such Shareholder may cast all such votes for a single Director or may distribute them among the number of Directors to be voted for or any two or more of them as such Shareholder may see fit. At all meetings of the Shareholder, except as otherwise required by statute, by the Articles of Agreement or by these Bylaws, all matters shall be decided by the vote of a majority in interest of the Shareholder entitled to vote, present in person or by proxy.

**7. Actions of the Shareholder Without a Meeting.** Any action which may be taken at a meeting of the Shareholder may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Shareholder entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Shareholder at a meeting duly held and may be stated as such in any certificate or document filed under The General and Business Corporation Law of Missouri. The Secretary shall file such consents with the minutes of the meeting of the Shareholder.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**1. General Powers.** Subject to limitations contained in these Bylaws, the Articles of Agreement, the Urban Redevelopment Corporation Law or the General and Business Corporation Law of Missouri, as to actions which shall be authorized or approved by the Shareholder, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by the Board.

**2. Official Actions.** All official acts of the Board shall be by written resolution approved by the Board.

**3. Number of Directors; Qualifications.** The number of Directors of the Corporation to constitute the Corporation's Board shall be five (5). Each Director shall be at least twenty-one (21) years of age. Each Director shall hold office for the term for which he or she is elected or until his or her successor has been elected or qualified except as otherwise provided in these Bylaws.

**4. Commencement of Term of Office of Directors.** A Director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a Director (i) unless such Director is qualified to act as such, and (ii) until the time such Director accepts the office of Director either by a written acceptance or by participating in the affairs of the Corporation at a meeting of the Board or otherwise.

**5. Successor Directors.** At the Annual Meeting of the Shareholder, or at a Special Meeting of the Shareholder called for that purpose, successor Directors shall be elected by the City, in its capacity as sole shareholder of the Corporation. The Mayor shall nominate the person or persons to be considered for election to each expiring Director position, and the City Council shall act on such nomination. Upon approval by the City Council, the City shall elect such person as Director in its capacity as sole shareholder.

**6. Removal for Cause.** Any Director may be removed for cause by a two-thirds affirmative vote of the entire Board of Directors, or by action of the City Council of the City. Written notice of the proposed removal by the Board shall be given to all Directors prior to action thereon.

**7. Resignation.** Any Director may resign from the Board. Such resignation shall be in writing addressed to the Secretary of the Corporation and shall be effective immediately upon receipt by the Secretary.

**8. Vacancy.** In the event of a vacancy on the Board prior to the expiration of a Director's term, the Mayor shall nominate a person to fill the vacancy for the unexpired term, subject to approval by the City Council. Upon approval by the City Council, the City, as sole shareholder of the Corporation, shall elect such person as interim Director to serve for the remainder of the unexpired term. At the expiration of that term, a successor Director shall be elected in the manner provided in this Article.

**9. Compensation of Directors.** No Director shall receive compensation from the Corporation for any service such Director may render to it as a Director. A Director may be reimbursed for his or her actual expenses reasonably incurred in and about such Director's performance of his or her duties as a Director.

**10. Additional Powers.** The Board of Directors shall conduct the routine business and affairs of the Corporation, including, but limited to, the following:

A. Take action on a notice of transfer and assign the tax abatement powers of the Corporation to selected applicants by contract.

B. Approve and execute contracts with selected applicants to implement the tax abatement plan with selected applicants and issue certifications of tax abatement.

C. Implement, monitor and enforce compliance with the Redevelopment Plan for those properties where tax abatement has been extended by the Corporation.

D. Communicate with City staff and other persons selected by the City who provide services to the Corporation to implement the Redevelopment Plan.

E. Take such other action as deemed necessary by the Board to implement the Redevelopment Plan.

## **ARTICLE V** **COMMITTEES**

**1. Committees.** The Board may create and appoint any committees it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board and the City.

**2. Terms.** Each member of each committee shall continue as such until his or her successor is appointed in accordance with the action of the Board establishing the committee, unless the committee shall be sooner terminated, unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**3. Chair.** One member of each committee shall be elected as Chair by the committee, or the President shall serve as Chair of a Committee if the President is a member of such committee.

**4. Vacancy.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**5. Quorum.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of those members of the committee having voting rights shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**6. Rules.** Each committee may adopt additional rules for its own government not inconsistent with these Bylaws, with the rules adopted by the Board, or with the Articles of Agreement.

## **ARTICLE VI**

## MEETINGS AND PROCEDURES

- 1. Procedural Rules.** All meetings and proceedings of the Corporation shall be in accordance with Robert's Rules of Order except as otherwise directed by these Bylaws.
- 2. Annual Meetings.** An Annual Meeting of the Directors shall be held immediately following and at the same place as the Annual Meeting of the Shareholder.
- 3. Regular Meetings.** Regular meetings of the Directors shall be held at such times from time to time as the Directors may determine.
- 4. Place.** Meetings of the Board shall be held at the principal office of the Corporation, as designated by the Board, or at any other place within Excelsior Springs, Missouri, as may be determined from time to time by the Board.
- 5. Notice of Meetings.** Meetings may be called by the President, the Vice President, the Secretary or by a majority of the Board by notice duly signed by the Officer or the Directors calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each Director not less than twenty-four (24) hours before the time of such meeting.
- 6. Waiver of Notice.** Any notice provided or required to be given to the Directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where the Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting allegedly was not lawfully called or convened.
- 7. Quorum.** Except as may be otherwise specifically provided by statute, by the Articles of Agreement or by these Bylaws, a majority of the total number of Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board; provided, however, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts of Directors, in accordance with Robert's Rules of Order, who are present, in person or by teleconference, at a meeting at which a quorum is present, shall be valid as the act of the Board except in those specific instances in which a larger vote may be required under Robert's Rules of Order, by law or these Bylaws.
- 8. Actions of the Board Without a Meeting.** Any action which is required to be or may be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Directors. Such consents shall have the same force and effect as a unanimous vote of the Directors at a meeting duly held and may be stated as such in any certificate or document filed under the General and Business Corporation Law of Missouri. The Secretary shall file such consents with the minutes of the meetings of the Board.
- 9. Adjournment.** Whether or not a quorum shall be present at any meeting, the

Directors present shall have the power to adjourn the meeting without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that could have been transacted at the original session of the meeting.

**10. Voting.** Each Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be recorded so as to attribute each "aye" and "nay" vote, or abstinence if not voting, to the name of the respective Director.

**11. Meeting by Conference Telephone.** Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the "**Sunshine Law**").

**12. Compliance with Missouri Sunshine Law.** The Corporation is a "public governmental body" pursuant to the Sunshine Law; therefore, notwithstanding any other provision of these Bylaws and in addition to any requirements of these Bylaws, the Corporation shall give notice of and conduct all meetings of the Board in accordance with the Sunshine Law. The Corporation shall adopt by resolution a policy in compliance with the Sunshine Law.

**13. Staff Support.** The City of Excelsior Springs may provide administrative and staff support to the Corporation. The City Manager, or his or her designee, may serve as staff liaison to the Corporation and may assist with coordination of agendas, preparation of meeting materials, and provision of technical and administrative assistance to the Board. The City Clerk, or his or her designee, may assist with meeting notices, recordkeeping, and compliance with Chapter 610, RSMo. The Secretary shall remain the official custodian of the Corporation's records, but may delegate administrative duties to City staff consistent with these Bylaws and applicable law.

## **ARTICLE VII** **OFFICERS**

**1. General.** The Officers of the Corporation shall be a President, a Vice-President, and a Secretary/Treasurer. The Officers shall be appointed from among the members of the Board and shall at all times while holding such offices be members of the Board. No person may hold more than one office.

**2. Election and Terms of Office.** Initially, the Officers shall be appointed by the Board at the first meeting of the Board, to serve until the first Annual Meeting of the Board and until their qualified successors are duly elected.

At the first and each subsequent Annual Meeting of the Board, the Board shall appoint Officers to serve until the next annual meeting of the Board and until their successors are duly appointed and qualified.

An Officer shall be deemed qualified when such Officer enters upon the duties of the office to which such Officer has been appointed.

The term of office of each Officer of the Corporation shall terminate at the Annual Meeting of the Board next succeeding his or her appointment and at which any such Officer of the Corporation is appointed unless the Board provides otherwise at the time of his or her appointment.

**3. Removal.** Any Officer or agent, including subordinate Officers, elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any Officer may resign at any time upon written notice to the Corporation or the Board, which resignation shall be effective upon receipt by the Corporation or Board.

**4. Compensation of Officers.** No Officer shall receive any salary or compensation from the Corporation for any services such Officer may render to it as an Officer. Salaries and compensation of all other Officers, agents and employees of the Corporation, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the President, or such other Officer or Officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease his or her own salary or compensation. Each Officer may be reimbursed for such Officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the Corporation.

**5. Vacancies.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of an Officer of the Corporation shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next Annual Meeting of the Board, and until such Officer's successor is duly elected and qualified.

**6. The President.** The President shall be the chief executive Officer of the Corporation, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive Officer of a corporation, and shall carry into effect all directions and resolutions of the Board. The President shall preside at all meetings of the Board at which he or she may be present, and at all committee meetings of which the President is a member.

The President may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the Corporation and may cause the seal to be affixed thereto, and all other instruments for and in the name of the Corporation.

The President shall have the right to attend any meeting of any committee of the Board and to express his or her opinion and make reports at such meeting; provided, however, that unless the President shall be specifically appointed to any committee, the President shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The President shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board.

**7. The Vice President.** The Vice President shall work in cooperation with the President and shall perform such duties as the Board may assign to him or her. In the event of the death, and during the absence, incapacity, inability or refusal to act of the President, the Vice President shall be vested with all the powers and perform all of the duties of the office of President. In the absence of the President, the Vice President shall preside at all meetings of the Board at which he or she may be present. The Vice President shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**8. The Secretary.** The Secretary shall attend the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the Corporation to be kept for that purpose. The Secretary shall perform like duties for any committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the Corporation and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any Director of the Corporation. The Secretary, or his or her designee, shall also serve as the custodian of the Corporation's records, as required in Section 610.023.1, RSMo.

The Secretary shall upon reasonable demand furnish a full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical Officer of the Corporation under the supervision of the President and the Board.

The Secretary shall provide for or keep in safe custody the seal of the Corporation and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a corporation and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**9. Treasurer.** The Treasurer shall have supervision and custody of all moneys, funds and credits of the Corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of the Corporation in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the Corporation as shall be necessary and shall cause all moneys and credits to be deposited in the name and to the credit of the Corporation in such accounts and depositories as may be designated by the Board. The Treasurer shall disburse or supervise the disbursement of funds of the Corporation in accordance with the authority granted by the Board, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property, or the disbursement thereof committed by the Board to the custody of any other person or Corporation, or the supervision of which is delegated by the Board to any other Officer, agent or employee.

The Treasurer shall render to the President or the Board, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the

financial condition of the Corporation.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a Corporation, shall be the chief financial, accounting and budget Officer of the Corporation and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

**10. Other Agents.** The Board from time to time may also appoint such other agents for the Corporation as it shall deem necessary or advisable, each of whom shall serve at the pleasure of the Board or for such period as the Board may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board or by an Officer empowered by the Board to make such determinations.

## **ARTICLE VIII** **GENERAL PROVISIONS**

**1. Contracts.** The Board may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any deed or other instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. The Board may approve applications for tax abatement and may approve contracts that implement the Redevelopment Plan with respect to selected applicants. All contracts shall be approved by written resolution of the Board.

**2. Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**3. Depositories and Checks.** The moneys of the Corporation shall be deposited in such manner as the Board shall direct in such banks or trust companies as the Board may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board.

**4. Bonds.** The Board may require that any Officer or employee handling money of the Corporation be bonded at the Corporation's expense, in such amounts as may be determined by the Board.

**5. Custodian of Securities.** The Board may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the Corporation, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. The Board may remove any such custodian at any time.

**6. Fiscal Year.** The fiscal year of the Board shall be the fiscal year of the City.

**7. Certain Loans Prohibited.** The Corporation shall not make any loan to any Officer or Director of the Corporation. No loans shall be contracted on behalf of the Corporation and no evidence of any financial obligation shall be issued in its name unless authorized by resolutions of the Board.

**8. Indemnification and Liability of Directors and Officers.** Each person who is or was a Director or Officer of the Corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Corporation as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted, threatened against or incurred by such person in such person's capacity as, or arising out of, such person's status as a Director or Officer of the Corporation. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested Directors or otherwise, and shall not limit in any way any right which the Corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the Corporation for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a Director or Officer of the Corporation if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took, or omitted to take, such action in reliance upon advice of counsel for the Corporation, or upon statements made or information furnished by Directors, Officers, employees or agents of the Corporation which such person had no reasonable grounds to disbelieve.

**9. Absence of Personal Liability.** The Directors and Officers of the Corporation are not individually or personally liable for the debts, liabilities or obligations of the Corporation.

## **ARTICLE IX** **AMENDMENTS**

The Board shall have the power to alter, amend or repeal the Bylaws of the Corporation and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board. The Corporation shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board at all reasonable times during office hours.

## **ARTICLE X** **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of these Bylaws, of the Articles of Agreement, the Urban Redevelopment Corporation Law or of the General and Business Corporation Law of Missouri, waiver of such notice in writing, signed by the person or persons entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

**1. Books and Records.** The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Shareholder, the Board, and all committees. The books and records of the Corporation may be in written form or

in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

**2. Inspection of Corporate Records.** The stock ledger or duplicate stock ledger, the books of account and minutes of proceedings of the Shareholder and the Board shall be open to inspection, at the Principal Office, upon the written demand of any Shareholder within five (5) days of such demand during ordinary business hours if for a purpose reasonably related to such Shareholder's interests as a Shareholder.

**3. Inspection of Bylaws.** The Corporation shall keep in its Principal Office the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by any Shareholder at all reasonable times during ordinary business hours.

**4. Voting Upon Shares in Other Corporations.** Stock of other corporations or associations, registered in the name of the Corporation, may be voted by the President, a Vice President, or a proxy appointed by either of them. The Board, however, may by resolution appoint some other person to vote such shares, in which case such person shall be entitled to vote such shares upon the production of a certified copy of such resolution.

**CERTIFICATE TO BYLAWS**

The foregoing Bylaws were duly adopted as and for the Bylaws of the Excelsior Springs Redevelopment Corporation by the Board on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Secretary of the Board