

## 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, June 18, 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, June 18, 2026  
**Hall of Waters, City Council Chambers**

- 
1. CALL TO ORDER
  2. ROLL CALL
  3. COMMENTS OF VISITORS
  4. APPROVAL OF MEETING SUMMARY
    - A. Approval of meeting summary for April 16, 2026.
  5. TAX ABATEMENT APPLICATION
    - A. Application for a 353 tax abatement at 408 E Excelsior St.
  6. COMMENTS FROM STAFF
  7. COMMENTS OF BOARD MEMBERS
  8. 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: DATE AND TIME June 10, 2026 4:00pm**

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION  
Meeting Summary

April 16, 2026

**Item 1. Call to Order**

Chairman Griffey called the meeting to order at 11:00 a.m.

**Item 2. Roll Call**

PRESENT: Bill Griffey, Kelli Kincaid, Dr. Kent Powell                      Mike Edwards (arrived 11:02am).

ABSENT: Gary Sanson

PUBLIC PRESENT: Councilman Reggie St John

STAFF PRESENT: Mallory Brown, Community Development Director, Julia Goldstein, Administrative Assistant and Laura Mize, Neighborhood Specialist

**Item 3. Approval of Meeting Summary from November 20, 2025.**

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

Vote: Motion passed 3-0

Yes: Commissioners Kincaid, Powell and Chairman Griffey.

**Item 4. Approval of Meeting Summary of March 19, 2026.**

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

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Powell and Chairman Griffey.

**Item 5. Comments from Visitors**

None

**Item 6. Consideration of an application by Jake Osborne for Tax Abatement at 409 E. Broadway.**

Mrs. Mize directed the commission's attention to the corrected dollar amount in the application in their packets. The original expenditure for the interior exceeded 50% of the total. That amount was reduced to match the exterior estimate bringing the total amount to \$64,000.00, which is the amount of the request. The work

Dr. Powell made a motion to approve the request. Commissioner Edwards seconded the motion.

Vote: Motion passed 4-0-0

Yes: Commissioners Edwards, Kincaid, Powell and Chairman Griffey.

**Item 7. Review of the Excelsior Springs Redevelopment Corporation Bylaws.**

Mallory Brown explained the need for bylaws. They allow the commissioners to delegate duties to staff. This board is required to have an annual meeting; staff recommend this be in January of each year. The bylaws define the roles of the board members. There is currently no treasurer. Terms are 2 years, with no term limits.

Commissioner Edwards made a motion to adopt the bylaws. Commissioner Kincaid seconded the motion.

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Powell and Chairman Griffey.

### **Item 8. Selection of Officers**

#### **A. President**

Commissioner Edwards nominated Bill Griffey, Commissioner Powell seconded the motion.

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Powell and Chairman Griffey.

#### **B. Vice President**

Commissioner Kincaid nominated Commissioner Powell, Commissioner Edwards seconded the motion.

Vote: Motion passed 3-0-1

Yes: Commissioners Edwards, Kincaid, and Chairman Griffey.

Abstain: Commissioner Powell

#### **C. Secretary/Treasurer**

Commissioner Edwards nominated Commissioner Kincaid, Commissioner Powell seconded the motion.

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Powell and Chairman Griffey.

### **Item 9. Comments from Staff**

Laura Mize thanked the Commission for taking time from their day and coming to these meetings and thanked Commissioner Kincaid for noticing the error in the Tax Abatement so that could be updated in time for the meeting.

### **Item 10. Comments from Board Members**

Commissioner Edwards asked about upcoming applications: 101 W. Excelsior will be coming soon as they have been in front of the other boards working through the process. Once approved, we expect it to progress quickly.

Dr. Powell asked about the progress of the property at 311 S. Thompson "The Salty Swine". It is being worked on, but the progress is slow, the owner also works a full-time job.

### **Item 11. Adjourn**

The meeting was adjourned at 11:18 a.m.

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



**Tax Abatement Application for 408 E Excelsior St.**

**Staff: Laura Mize, Neighborhood Specialist**

**ESRC Meeting Date: June 18, 2026**

#### **GENERAL INFORMATION**

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements being made to 408 E Excelsior Street.

Applicant: Maximilian Simnitt

Location: 408 E Excelsior St.

Historic District: Boarding House Historic District

NRHP Status/Category: Contributing

#### **SPECIFIC INFORMATION**

**Project Background:** The structure is a single-story residential structure. The owner plans a complete remodel of the interior to include plumbing and electrical. On the exterior he plans a foundation repair, installation of a mini-split, siding repair and exterior paint.

#### **APPROVALS AND PERMITS**

**Historic Preservation Commission:** The applicant requested and was administratively granted a Certificate of Appropriateness on May 4<sup>th</sup> 2026 for the above-mentioned improvements.

**Permits:** The applicant has been issued permits for foundation repair and remodel.

#### **REQUEST**

The applicant is requesting a Chapter 353 Tax Abatement for the property of 408 E Excelsior Street.

#### **STAFF RECOMMENDATION**

As per the Residential Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be \$11,806.00, this project meets requirements for tax abatement for the cost of the improvements, or for 100% abatement for 10 years. Remediation of all blight will be confirmed before final application for abatement is approved.

**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

## PROPERTY OWNER INFORMATION

Owner Name: Maximilian Simnitt

Street Address: 408 E Excelsior St, Excelsior Springs, MO 64024

Address of Requested Abatement: 408 E Excelsior St, Excelsior Springs, MO 64024

Date of Application: 12/16/2025 Owner Signature: [Signature]

## DESCRIPTION OF IMPROVEMENTS

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

Interior Improvements: Attach itemized bid(s) for work – be as specific as possible Investment Amount: \$5500 total

- | PROJECT DESCRIPTION   | Investment Amount |
|---|-------------------|
| 1. Adding gas and water heater - new water heater                                   | \$ 300            |
| - gas line  | \$ 300            |
| 2. Adding new bathroom - plumbing and fixtures                                      | \$ 700            |
| 3. Adding HVAC system - installing a mini split                                     | \$ 3000           |
| 4. Updating all electrical - new wiring, outlets, lighting, panel, meter, grounding | \$ 1200           |

Description of Project Timeline: 6 months

50% Exterior: Yes  No

Start of Construction: Dec 22<sup>nd</sup>, 2025 Estimated Date of Completion: June 1<sup>st</sup>, 2026

### REQUIRED ATTACHMENTS:

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

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



Application for Residential Chapter 353 Tax Abatement Finance Code: 35

PROPERTY OWNER INFORMATION

Owner Name: Maximilian Simmitt

Street Address: 408 E Excelsior St, Excelsior Springs, MO 64024

Address of Requested Abatement: 408 E Excelsior St, Excelsior Springs, MO 64024 Date of Application: 12/16/2025 Owner Signature: [Signature]

DESCRIPTION OF IMPROVEMENTS

Exterior Improvements: Attach itemized bid(s) for work - be as specific as possible Investment Amount: \$6306 total
1. Hired structural engineer \$2000
2. Building forms and pouring foundation - forms \$200, concrete \$2360, pump truck \$1300, hired labor \$446
Interior Improvements: Attach itemized bid(s) for work - be as specific as possible Investment Amount:

PROJECT DESCRIPTION

Description of Project Timeline: 6 months 50% Exterior: Yes No

Start of Construction: Oct 30, 2025 Estimated Date of Completion: April 1, 2026

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)



# CLAY COUNTY ASSESSOR'S OFFICE

\*ACRC-293289-2025\* 2025 Appraisal Card

Data Provided by: TRACY BALDWIN County Assessor. Printed on 1/8/2026 at 10:15:59AM

Property ID: 293289

Parcel ID: 12312001600600

### OWNER NAME & MAILING ADDR

LHOME MORTGAGE TRUST 2024-RTL2

C/O KEYLINK  
2 Allegheny Cir  
NOVA TOWER 2 STE 200  
Pittsburgh, PA 15212



12312001600600 11/02/2009

### PROPERTY VALUATION

Property Classification	Previous Market Value	Current Market Value	Previous Assessed	Current Assessed
Residential	\$60,700	\$69,700	\$11,530	\$13,240
Agricultural	\$0	\$0	\$0	\$0
Commercial	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$60,700</b>	<b>\$69,700</b>	<b>\$11,530</b>	<b>\$13,240</b>

Final Estimate of Fair Market Value using the Cost approach: \$69,700

### PROPERTY SITUS

408 E EXCELSIOR ST MO

### LEGAL DESCRIPTION

FREDERICK KUGLER'S ADDITION LT 6 BLK 12

### BUILDING PERMIT

Permit #	Active	Issue Date	Date Complete	Type Code	Value	% Comp

### 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
9991/158	2025020361	8/11/2025
9906/122	2025006965	3/31/2025
9713/84	2024006562	3/29/2024

Property ID: 293289

Parcel ID: 12312001600600

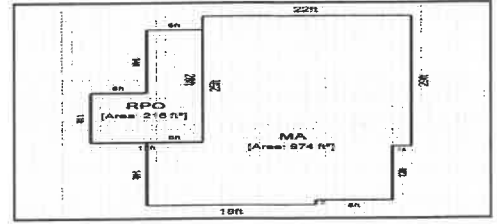
LAND INFORMATION

Land ID	Type Code	Method	Size (AC)	Productivity Value	Market Value
122504	RES - Residential		0.0000	\$0	\$4,800
<b>Total:</b>			0.0000	\$0	\$4,800

IMPROVEMENT INFORMATION

**Residential**  
 Imprv ID: 107878      Market Value: \$64,900      Imprv 1 of 1

Imprv Type:	MA	Exterior Wall:	Wood Siding
Year Built:	1930	Fireplaces:	
Remodel Year:		Roofing:	Comp Shingle
Base Area:	974.0	HVAC:	Warm and Cooled Air
Total Area:	974.0	Bedrooms:	3.00
Class:	20	Bathrooms:	1.00
Condition:	40	Basement Fin:	0.00
Subclass:	11	Garage Stalls:	0.00



Detail Type	Area	RCNLD
MA	974.0	\$72,400
RPO	216.0	\$2,600



# Property Account Summary

Parcel Number	12312001600600	Property Address	00408 E EXCELSIOR ST MO , EXCELSIOR SPRINGS, MO 00000
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### General Information

Property Description	FREDERICK KUGLER'S ADDITION LT 6 BLK 12
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	7

### Property Characteristics

No Property Characteristics Found
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### Parties

Role	Percent	Name	Address	Since
Taxpayer	100	SIMNITT MAXIMILLIAN	408 E EXCELSIOR ST, EXCELSIOR SPRINGS, MO 64024 UNITED STATES	12/10/2025
Owner	100	SIMNITT MAXIMILLIAN	408 E EXCELSIOR ST, EXCELSIOR SPRINGS, MO 64024 UNITED STATES	12/10/2025

### Property Values

Value Type	Tax Year 2025	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021
Assessed Value Total (AVR)	13,240	11,530	11,530	10,030	10,030
Taxable Value Total (TVR)	13,240	11,530	11,530	10,030	10,030

### Events

Effective Date	Entry Date-Time	Type	Remarks
10/04/2025	2025-10-20 18:22:00.000	Taxpayer Changed	by asix
10/04/2025	2025-10-20 17:30:00.000	Owner Added	by asix
10/03/2025	2025-10-20 17:30:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2024	2024-10-23 22:45:00.000	Taxpayer Changed	by asix
10/04/2024	2024-10-23 20:13:00.000	Owner Added	by asix
10/03/2024	2024-10-23 20:13:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2023	2023-10-27 18:37:00.000	Taxpayer Changed	by asix
10/04/2023	2023-10-27 16:30:00.000	Owner Added	by asix
10/03/2023	2023-10-27 16:30:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2022	2022-10-21 17:36:00.000	Taxpayer Changed	by asix
10/04/2022	2022-10-21 16:23:00.000	Owner Added	by asix
10/03/2022	2022-10-21 16:23:00.000	Owner Terminated	Load Party Information from file by asix
10/04/2021	2021-10-20 17:47:00.000	Taxpayer Changed	by asix
10/04/2021	2021-10-20 16:19:00.000	Owner Added	by asix
10/03/2021	2021-10-20 16:19:00.000	Owner Terminated	Load Party Information from file by asix
10/15/2020	2020-10-29 18:05:00.000	Taxpayer Changed	by asix
10/15/2020	2020-10-29 16:46:00.000	Owner Added	by asix
10/14/2020	2020-10-29 16:46:00.000	Owner Terminated	Load Party Information from file by asix
10/18/2019	2019-10-22 14:21:00.000	Taxpayer Changed	by asix
10/18/2019	2019-10-22 13:21:00.000	Owner Added	by asix
10/17/2019	2019-10-22 13:21:00.000	Owner Terminated	Load Party Information from file by asix
07/13/2018	2018-07-13 08:17:00.000	Disposed From Delinquency Processing	2016 paid prior to sale by bpeck
05/17/2018	2018-05-17 12:05:00.000	Initialize Delinquency Process	Initiated Delinquency Process by randi
07/18/2012	2012-07-18 17:27:00.000	Disposed From Delinquency Processing	PAID 2010 BEFORE SALE by susan
07/02/2012	2012-07-02 09:25:00.000	Initialize Delinquency Process	Initiated Delinquency Process by susan
08/09/2011	2011-08-09 17:14:00.000	Disposed From Delinquency Processing	2009 NOW PAID by susan
06/16/2011	2011-06-16 09:24:00.000	Initialize Delinquency Process	Initiated Delinquency Process by susan
08/05/2008	2008-08-05 10:48:00.000	Disposed From Delinquency Processing	PAID BEFORE TAX SALE by susan
06/16/2008	2008-06-16 13:09:00.000	Initialize Delinquency Process	Initiated Delinquency Process by susan
08/03/2007	2007-08-03 17:33:00.000	Disposed From Delinquency Processing	PAID by susan
06/19/2007	2007-06-19 10:20:00.000	Initialize Delinquency Process	Initiated Delinquency Process by susan

<b>Installments Payable</b>							
Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2025	1	12/31/2025	917.94	0.00	917.94	917.94	<input checked="" type="radio"/>

<b>Receipts</b>					
Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
04/30/2025	<a href="#">4889111</a>	944.51	944.51	944.51	0.00
12/12/2023	<a href="#">4538728</a>	803.61	803.61	820.00	16.39
12/14/2022	<a href="#">4315568</a>	710.63	710.63	710.63	0.00
12/16/2021	<a href="#">4114223</a>	713.36	713.36	713.36	0.00
12/10/2020	<a href="#">3841866</a>	608.72	608.72	700.00	91.28

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## 353 DEVELOPMENT AGREEMENT

### 408 E EXCELSIOR STREET REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 20<sup>th</sup> day of July, 2026 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Maximilian Simnitt, 408 East Excelsior Street, Excelsior Springs, MO 64024 (“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 408 East Excelsior Street 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 408 East Excelsior Street 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# 12312001600600) which contains one addressed improvement 408 East Excelsior Street, 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 \$11,806.00. 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:

Maximilian Simnitt  
408 East Excelsior Street  
Excelsior Springs, MO 64024

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: \_\_\_\_\_

Sonya Morgan, 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 LOT 6, BLOCK 12, KUGLER'S ADDITION, AN ADDITION IN EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.**

## **EXHIBIT B**

### **SCOPE OF WORK**

1. Foundation repair
2. Siding repair and paint
3. Water heater
4. Gas line
5. Bathroom
6. HVAC
7. Electrical











## 408 E Excelsior Maximilian Simmitt

Category of Work	Payee	Exterior	Interior	Proof of Payment/Receipts
Structural engineer		\$ 2,000.00		
Foundation		\$ 4,306.00		
Water heater			\$ 300.00	
Gas line		\$ 300.00		
Bathroom			\$ 700.00	
HVAC		\$ 3,000.00		
Electrical		\$ 1,200.00		
<b>Totals:</b>		<b>\$ 10,806.00</b>	<b>\$ 1,000.00</b>	<b>\$ 11,806.00</b>

408 E Excelsior Street Estimated Taxes To Be Abated (10 years)

Year	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:	0.004465615	0.002664483	0.013530813	0.01128312	0.005626675	0.01128312	0.046427508	0.77939863	0.08111045	0.022834177	0.022834177	0
2027	\$7.45	\$4.44	\$22.58	\$18.81	\$9.38	\$18.81	\$77.40	\$1,286.88	\$135.23	\$38.07	\$38.07	\$0.00
2028	\$7.58	\$4.53	\$23.01	\$19.19	\$9.57	\$19.19	\$78.95	\$1,322.92	\$137.83	\$38.83	\$38.83	\$0.00
2029	\$7.58	\$4.53	\$23.01	\$19.19	\$9.57	\$19.19	\$78.95	\$1,322.92	\$137.83	\$38.83	\$38.83	\$0.00
2030	\$7.75	\$4.62	\$23.47	\$19.57	\$9.76	\$19.57	\$80.53	\$1,349.38	\$140.89	\$39.61	\$39.61	\$0.00
2031	\$7.75	\$4.62	\$23.47	\$19.57	\$9.76	\$19.57	\$80.53	\$1,349.38	\$140.89	\$39.61	\$39.61	\$0.00
2032	\$7.90	\$4.71	\$23.94	\$19.96	\$9.95	\$19.96	\$82.14	\$1,376.37	\$143.50	\$40.40	\$40.40	\$0.00
2033	\$7.90	\$4.71	\$23.94	\$19.96	\$9.95	\$19.96	\$82.14	\$1,376.37	\$143.50	\$40.40	\$40.40	\$0.00
2034	\$8.06	\$4.81	\$24.42	\$20.36	\$10.15	\$20.36	\$83.78	\$1,403.90	\$146.37	\$41.21	\$41.21	\$0.00
2035	\$8.06	\$4.81	\$24.42	\$20.36	\$10.15	\$20.36	\$83.78	\$1,403.90	\$146.37	\$41.21	\$41.21	\$0.00
2036	\$8.22	\$4.90	\$24.91	\$20.77	\$10.36	\$20.77	\$85.46	\$1,431.98	\$149.30	\$42.03	\$42.03	\$0.00
2037	\$8.06	\$4.81	\$24.42	\$20.36	\$10.15	\$20.36	\$83.78	\$1,403.90	\$146.37	\$41.21	\$41.21	\$0.00
2038	\$8.06	\$4.81	\$24.42	\$20.36	\$10.15	\$20.36	\$83.78	\$1,403.90	\$146.37	\$41.21	\$41.21	\$0.00
2039	\$8.06	\$4.81	\$24.42	\$20.36	\$10.15	\$20.36	\$83.78	\$1,403.90	\$146.37	\$41.21	\$41.21	\$0.00
Total	\$78.28	\$46.70	\$237.14	\$197.75	\$98.61	\$197.75	\$813.89	\$13,634.10	\$1,421.53	\$400.19	\$400.19	\$0.00

\$1,667.20  
\$1,700.55  
\$1,734.56  
\$1,769.25  
\$1,804.63  
\$1,840.73  
\$17,525.91