NOTICE OF OPEN MEETING

Public Notice is hereby given that the Excelsior Springs Redevelopment Corporation of the City of Excelsior Springs Excelsior Springs Redevelopement Corporation at **11:00 AM, July 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

A G E N D A

Excelsior Springs Redevelopment Corporation Meeting
11:00 AM
Thursday, July 16, 2026
City Council Chambers

---

1. CALL TO ORDER
2. ROLL CALL
3. COMMENTS OF VISITORS
4. APPROVAL OF MEETING SUMMARY
   - A. Approval of meeting summary from June 18, 2026
5. TAX ABATEMENT APPLICATION
   - A. Application for a 353 tax abatement at 111 E. Broadway Ave.
   - B. Application for a 353 tax abatement at 231 E. Broadway Ave.
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: July 13, 2026 NOON

Not Approved Until Next Meeting

EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION
Meeting Summary

June 18, 2026

Item 1. **Call to Order**

Dr. Powell called the meeting to order at 11:00 a.m.

Item 2. **Roll Call**

PRESENT: Mike Edwards, Kelli Kincaid, Dr. Kent Powell and Gary Sanson

ABSENT: Bill Griffey

PUBLIC PRESENT: Councilman Reggie St John and Councilman Mark Spohn

STAFF PRESENT: Julia Goldstein, Administrative Assistant, Laura Mize, Neighborhood Specialist and Keith Winge, Economic Development Director.

Item 3. **Comments from Visitors**

None

Item 4. **Approval of Meeting Summary from April 16, 2026.**

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

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Dr. Powell and Sanson.

No: None

Item 5. **Consideration of an application by Maximilian Simnitt for Tax Abatement at 408 E. Excelsior.**

Mrs. Mize discussed the 353 Tax abatement application in their packets. Mr. Simnitt is planning a complete remodel of the interior including plumbing and electrical. He has already begun working on the foundation, there will be additional work on the exterior. The commission mentioned that the engineering costs on the application can't be added to the costs for the abatement. Commissioner Sanson mentioned exposed studs in the rear and there aren't any costs associated with that on the application. There are a lot of missing expenses in the application, and the commission would be willing to provide some guidance. They don't want to hinder him; they would rather assist him in the process and help him maximize this opportunity. Laura Mize agreed that as written the application included engineering and can't move forward without the correct dollar figures. It was suggested that this item be tabled to allow the owner to update the application.

Commissioner Sanson made a motion to table the application. Commissioner Kincaid seconded the motion.

Vote: Motion passed 4-0

Yes: Commissioners Edwards, Kincaid, Powell and Sanson.

No: None

Item 9. Comments from Staff

Laura Mize announced that she will no longer be the coordinator for the commission. She enjoyed facilitating the abatement progress and witnessing all the improvements in our downtown area. Keith Winge is the new Economic Development Coordinator and as such will be taking over this process. The commission confirmed that Laura will remain with the city as the Neighborhood Specialist.

Keith Winge spoke to the commissioners and let them know that developers are interested in some of the infill lots and are hoping these lots will be able to utilize the 353-tax abatement program. The guidelines do not allow tax abatement for new infill construction. We will be approaching the City Attorney about making changes to the guidelines to allow for that. He asked the commission if there were any other changes they would like to consider at this time, while the attorney is looking at making changes to the guidelines.

Item 10. Comments from Board Members

None

Item 11. Adjourn

The meeting was adjourned at 11:15 a.m.

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

Tax Abatement Application for 111 E. Broadway Ave.

Staff: Keith Winge, Economic Development Director

ESRC Meeting Date: July 16, 2026

GENERAL INFORMATION

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements being made to 111 E Broadway.

Applicant: James Sturm/T&T Pallet Services, Inc.

Location: 111 E. Broadway Ave.

Historic District: Hall of Waters

NRHP Status/Category: Contributing

SPECIFIC INFORMATION

Project Background: The structure is a two-story commercial property. The owner plans to move a fence, improve drainage, add a sidewalk, replace doors and windows on the back of the building, touch up masonry, and excavate for a new sewer line.

APPROVALS AND PERMITS

Historic Preservation Commission: The applicant requested and was administratively granted a Certificate of Appropriateness on June 2, 2026, for the above-mentioned improvements.

Permits: The applicant has been issued permits for the above work on June 17, 2026.

REQUEST

The applicant is requesting a Chapter 353 Tax Abatement for the property of 111 E. Broadway Ave.

STAFF RECOMMENDATION

As per the Commercial Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be $34,005.00, 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
Exhibit F – Certificate of Appropriateness from Historic Preservation Commission

THE CITY OF Excelsior Springs MISSOURI

Application for Commercial Chapter 353 Tax Abatement

Finance Code: 35
Fee: $200
Date received: ____________

PROPERTY OWNER INFORMATION

Owner Name: TJ Sturm, President T&T Pallet Services, Inc.

[redacted]

CITY OF EXCELSIOR SPRINGS
R E P R I N T
*** CUSTOMER RECEIPT ***

Date: 6/17/26 02 Receipt no: 33197

Description	Quantity	Amount
PP	PERMITS - P & Z FEES 1.00	$200.00

111 E BROADWAY

Tender detail		
CK CHECKS	1685	$200.00
Total tendered		$200.00
Total payment		$200.00

Trans date: 6/17/26 Time: 13:34:12

ESCRIPTION OF IMPROVEMENTS

s) for work – be as specific as possible

Investment Amount: $23,105.00

) for work – be as specific as possible

Investment Amount: $8,300.00

PROJECT DESCRIPTION

50% Exterior*: Yes No

Start of Construction: July 2026

Estimated Date of Completion: August 2026

REQUIRED ATTACHMENTS:

1. Itemized bids for improvements (please identify whether exterior or 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)

A Handyman And A Greenthumb

30893 W 152nd St
Excelsior Springs, MO 64024
www.handymanandagreenthumb.com
Jeff (816) 935-0380
Handygreenthumbkc@gmail.com

ESTIMATE
EST5633

DATE
Apr 7, 2026

TOTAL
USD $34,005.00

TO

Sturm Bros

111 E Broadway
Excelsior Springs, MO
+1 (816) 848-5005
816-328-4123
james@sturmbrothers.com

DESCRIPTION	RATE	QTY	AMOUNT
80 Lf treated fence 40 x 3 sidewalk Grading and Seed and straw mat	$9,230.00	1	$9,230.00
36x 80 inch door with 33 in x 37 in transom	$4,775.00	1	$4,775.00
106 x 37 windows x 2	$3,680.00	1	$3,680.00
Masonry repair and paint back of building	$4,770.00	1	$4,770.00
Install wall with door and 4 ft wide staircase inside to basement	$8,300.00	1	$8,300.00
Excavate for new sewer line	$650.00	1	$650.00
Basement window, window, well, window well cover, and masonry restoration around frame	$2,400.00	1	$2,400.00
Permit	$200.00	1	$200.00

TOTAL **USD $34,005.00**

353 DEVELOPMENT AGREEMENT

111 EAST BROADWAY AVE REDEVELOPMENT PROJECT

THIS 353 REDEVELOPMENT AGREEMENT, entered into this 20th day of July, 2026 ("Agreement") by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and T&T Pallet Services, Inc, D/B/A Sturm Brothers, 40746 Highway K, Richmond, Missouri 64085 ("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 111 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 pubic 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 111 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 by 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# 12311002301700) which contains one addressed improvement 111 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 $34,005.00. 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:

T&T Pallet Services, Inc.
D/B/A Sturm Brothers
40746 Highway K
Richmond, MO 64085

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 along, 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 MUSEUM ROW ON EAST BROADWAY LT 3, 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. Exterior fence, sidewalk, grading and seeding
2. Exterior door
3. Exterior windows
4. Exterior masonry repair and painting
5. Exterior excavation for new sewer line
6. Interior wall, door and staircase to basement

Doors + windows are extremely deteriorated and have become a security issue. Replace windows, door frame, and transom with white vinyl to match the windows on the top floor. Replace the existing door with a white steel door. All items will remain the same size.

Touch up masonry and repaint in white

Readjust [illegible] line out to allow water to drain further from the building. Currently water is coming back and going under the door.

Ground in the back will be re-graded to also allow water to run away from the building.

Door

Stairs

Steel Door and concrete steps/stairs to basement

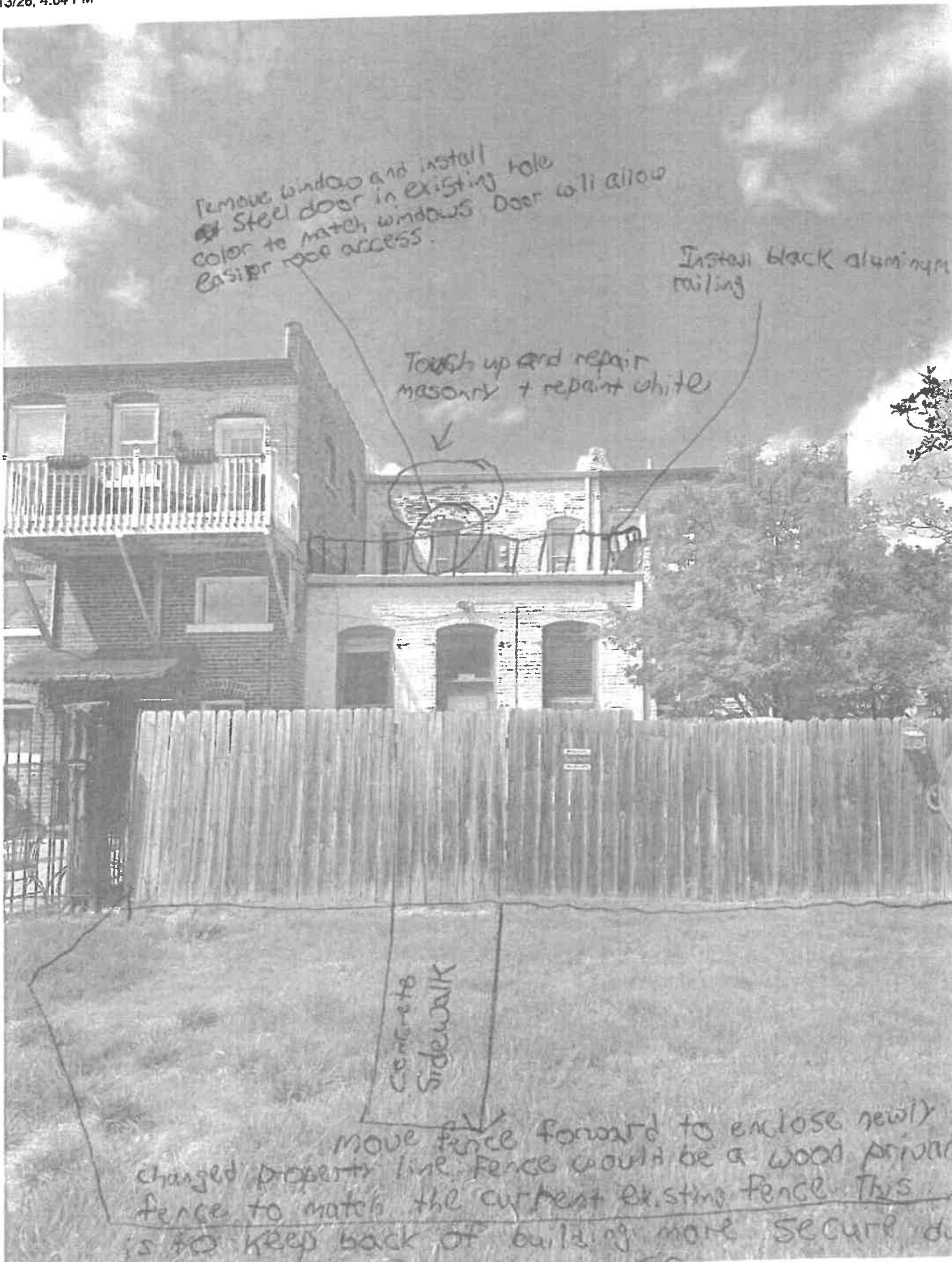
Concrete sidewalk

There is an old window in basement at [illegible]

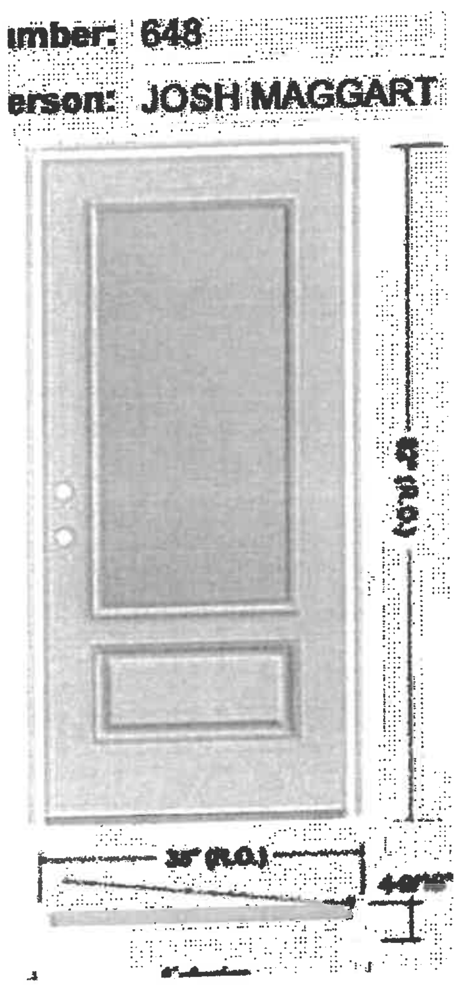
Best that is allowing air + water in during [illegible]

we would like [illegible]

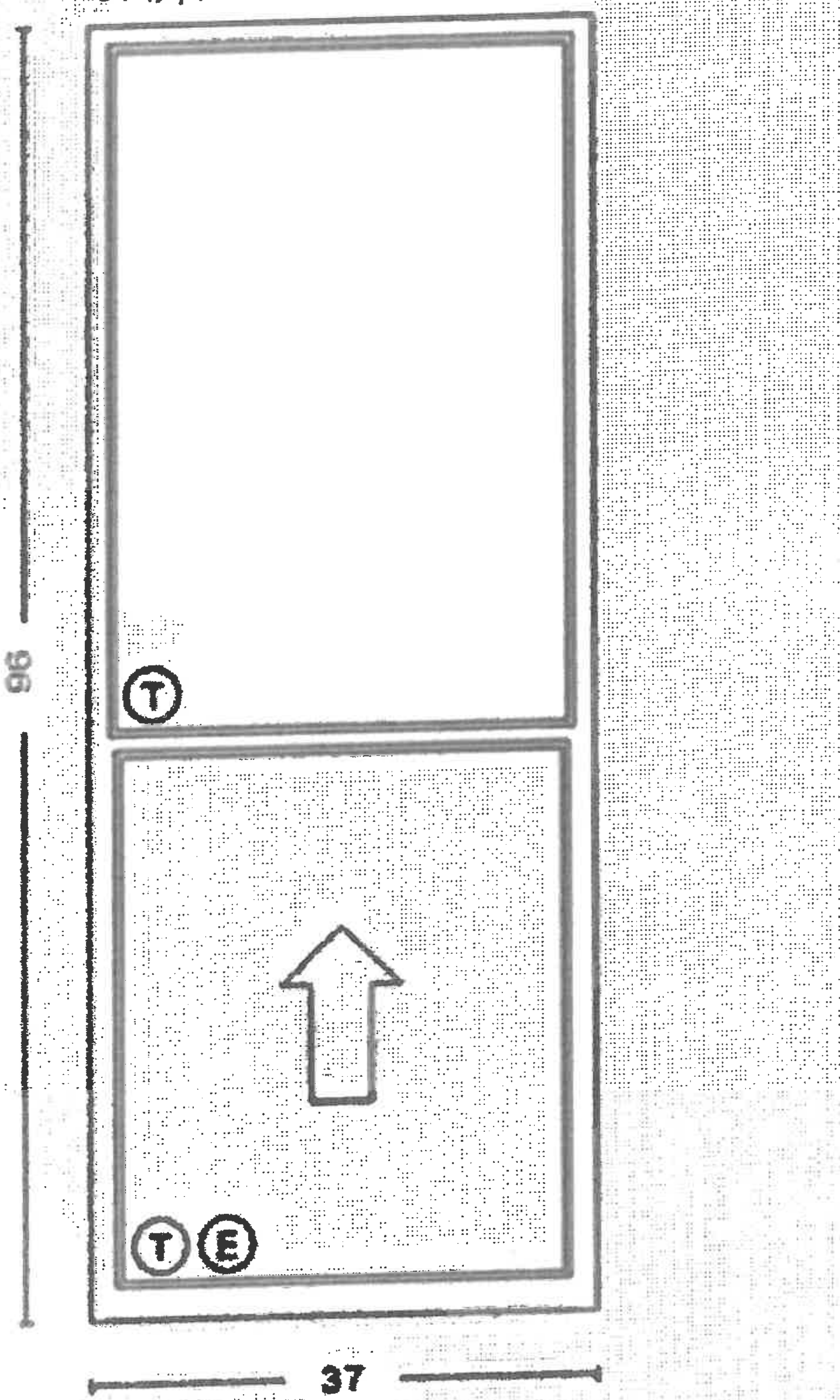
and a second exit would be needed.


remove window and install Steel door in existing hole
color to match windows. Door will allow
easier roof access.
Install black aluminum
railing
Touch up and repair
masonry + repaint white
Concrete
Sidewalk
Move fence forward to enclose newly
changed property line. Fence would be a wood privacy
fence to match the current existing fence. This
is to keep back of building more secure due
to the nature of our business.

Example of the door it will be
white steel



Example of widow it will be white vinyl.



Community Development Department
Planning & Zoning

June 2, 2026

To: Chairman and Commissioners
Historic Preservation Commission

Re: Staff Report for Case No. **HPC-26-013** – Certificate of Appropriateness

Proposal Summary:

An application by James Sturm for several exterior alterations and repairs for the existing structure at 111 E Broadway, which is currently a jewelry store.

General Information:

Applicant/Owner:	James Sturm
Address:	111 E Broadway
Historic District:	Hall of Waters
NRHP Category:	Contributing

Background and Site History:

This two-part commercial block is a later, simpler version of the typical Victorian commercial buildings often found in the small towns of the Midwest. It retains its original storefront configuration. The building was constructed in 1908.

Project Description:

The proposed work on the property includes the following:

Masonry Repair and Painting

- Touch up masonry disrepair and repaint the upper and lower levels of the building in white.

Upper-Level Window Replacement with Door

- Remove the middle upper-level window and replace it with a custom-sized white steel door installed within the existing window opening.
- The door will match adjacent windows and provide easier roof access.

Roof Replacement

- Replace the rear roof with the same or matching material and color.

Roof Railing Installation

- Install a black aluminum railing around the edges of the rear roof.
- The railing is intended to improve safety and provide an anchor point for a collapsible fire escape ladder if needed.

Replacement of Lower Rear Windows, Transom, and Door

- Replace deteriorated rear windows, transom, and door.
- New windows will be white vinyl to match existing upper-level vinyl windows.
- New door will be white steel and will swing outward to comply with current building codes.
- All replacements will remain within the existing openings and be of matching size.

Basement Stairwell and Door Installation

- Install a concrete stairwell and steel door providing access to the basement.
- The proposed location previously contained a basement window that was covered from the exterior.
- The project is intended to address water infiltration issues and provide a second means of egress for future basement use.

Drainage and Grading Improvements

- Extend the downspout discharge farther away from the building.
- Regrade the rear yard to direct stormwater away from the structure and prevent flooding of the jewelry shop and basement.
- The grading changes will also allow the rear door to swing outward.

Fence Relocation

- Relocate the existing privacy fence to align with the newly adjusted property lines.
- The fence will remain the same material and style as the existing fence.
- The relocation will allow use of the entire rear yard while maintaining security and privacy for the business.

- A concrete sidewalk will be installed from the privacy fence entrance to the back door of the building.

Design Guidelines and Staff Analysis:

The applicant is requesting approval for several exterior improvements to the rear of the building, including masonry repairs and repainting, replacement of windows and doors, installation of a roof access door and safety railing, construction of a basement stairwell and entrance, drainage improvements, roof replacement, and relocation of an existing privacy fence.

The subject property is located within the Hall of Waters Historic District and is therefore subject to review under the Historic Preservation Design Guidelines and Section 402 of the Excelsior Springs Code.

Masonry Repair and Painting

The applicant proposes to repair deteriorated masonry and repaint previously painted masonry surfaces. The guidelines encourage repair and maintenance of historic masonry and allow repainting of previously painted surfaces. Staff finds this request appropriate, provided repairs are completed in a manner that does not damage the historic masonry.

Upper-Level Window Replacement with Roof Access Door

The applicant proposes removing an existing upper-level window and replacing it with a custom-sized steel door installed within the existing opening to provide roof access. While the proposal alters a window opening, the existing opening will remain intact and no enlargement of the opening is proposed. Because the modification is located on the rear elevation and appears to be driven by operational and life-safety considerations, staff finds the request generally compatible with the historic character of the building. The proposed door should be sized to fit within the existing opening and installed in a manner that minimizes impacts to surrounding historic materials.

Roof Replacement

The applicant proposes replacing the rear roof with matching material and color. The guidelines encourage in-kind replacement of deteriorated roofing materials. Staff finds this request appropriate.

Roof Railing

The applicant proposes a black aluminum safety railing around the perimeter of the rear roof. The railing is intended to improve safety and provide an anchor point for emergency egress equipment. Because the railing will be located on the rear elevation and is primarily a safety feature, staff finds the request appropriate, provided the railing is installed in a manner that minimizes damage to historic materials and remains subordinate to the building.

Rear Windows, Transom, and Door Replacement

The applicant proposes replacing deteriorated rear windows, transom, and door with new white vinyl windows and a white steel door installed within the existing openings.

The Historic Preservation Design Guidelines generally encourage repair of historic windows whenever feasible and recommend replacement materials that match the appearance and character of the original features. The proposed vinyl windows are not the preferred material under preservation standards. However, staff notes that the work is limited to the rear elevation, the existing openings will remain unchanged, and vinyl windows already exist on portions of the building. Given the deteriorated condition described by the applicant and the location of the work on a non-primary elevation, staff finds the request acceptable.

Basement Stairwell and Entrance

The applicant proposes constructing a new exterior concrete stairwell and installing a steel door to provide direct basement access. According to the application, a basement window previously existed in this location and has been covered over. The stairwell and entrance are intended to address water infiltration concerns and provide a secondary means of access and egress for future basement occupancy.

While the proposal introduces a new exterior feature, it is located on the rear elevation and appears compatible with the functional use of the building. Staff finds the request appropriate, subject to compliance with all applicable building, drainage, and life-safety requirements.

Drainage and Grading Improvements

The applicant proposes extending downspouts and regrading the rear yard to direct stormwater away from the building. These improvements are intended to reduce water infiltration into the building and basement. The Historic Preservation Design Guidelines encourage maintenance practices that protect historic structures from deterioration. Staff supports these improvements.

Fence Relocation

The applicant proposes relocating an existing privacy fence to align with newly adjusted property lines while maintaining the same material and design. Because the proposal involves relocation rather than installation of a new fence design and is located at the rear of the property, staff finds the request compatible with the historic district.

Staff Recommendation:

Staff finds that the proposed improvements are primarily located on the rear elevation of the building, address maintenance, drainage, safety, and operational concerns, and generally preserve the existing form and character of the structure. While the use of vinyl replacement windows is not the preferred preservation treatment, staff finds the overall project compatible with the Historic Preservation Design Guidelines due to the location of the work, retention of existing openings, and existing alterations on the rear façade.

The application generally meets the review standards and adheres the intent of the design guidelines; therefore, staff recommends **approval** of HPC-26-013 with the following conditions:

1. **Building Permit Required**
   Approval of the Certificate of Appropriateness does not relieve the applicant from obtaining all required permits. The applicant shall obtain all required building, electrical, plumbing, mechanical, grading, and other applicable permits from the City of Excelsior Springs prior to commencement of construction.
2. **Compliance with Building and Fire Codes**
   All work shall comply with the currently adopted International Building Code, International Existing Building Code, International Fire Code, and all other applicable local, state, and federal regulations. Any modifications required by the Building Official or Fire Official to achieve code compliance shall be incorporated into the final construction plans.
3. **Separate Review for Occupancy Changes**
   Approval of this Certificate of Appropriateness does not constitute approval of any change of occupancy, expansion of occupancy, or use of the basement for occupied space. Any future occupancy or use of the basement shall be subject to separate review and approval for compliance with applicable building, fire, accessibility, and life-safety requirements.
4. **Inspections Required**
   All required inspections shall be completed and approved by the City prior to occupancy or use of any improvements requiring permits.

5. **Substantial Changes**
Any substantial changes to the approved plans, materials, design, or scope of work shall be returned to the Historic Preservation Commission or reviewed by City staff, as applicable, prior to installation.

Respectfully submitted,

Mallory Brown, MPA
Community Development Director
City of Excelsior Springs

Attachments:

Exhibit A – COA Application
Exhibit B – Historic Property Survey

CLAY COUNTY ASSESSOR'S OFFICE

ACRC-262065-2026 2026 Appraisal Card

Data Provided by: TRACY BALDWIN County Assessor. Printed on 6/18/2026 at 10:36:09AM

Property ID: 262065   **Parcel ID:** 12311002301700

OWNER NAME & MAILING ADDR

T & T PALLET SERVICES INC
D/B/A STORM BROTHER'S
40746 HIGHWAY K
RICHMOND, MO 64085

PROPERTY VALUATION

Property Classification	Previous Market Value	Current Market Value	Previous Assessed	Current Assessed
Residential	$40,700	$40,700	$7,730	$7,730
Agricultural	$0	$0	$0	$0
Commercial	$55,500	$57,400	$17,760	$18,370
Total	**$96,200**	**$98,100**	**$25,490**	**$26,100**

Final Estimate of Fair Market Value using the Cost approach: $98,100

PROPERTY SITUS

111 E BROADWAY AVE MO

LEGAL DESCRIPTION

MUSEUM ROW ON EAST BROADWAY LT 3

BUILDING PERMIT

Permit #	Active	Issue Date	Date Complete	Type Code	Value	% Comp
2018561	No	12/12/2018	9/11/2019	CMIMPRV		
7542	No	2/1/2003	2/1/2003	CNV		100.00%

PROPERTY CLASSIFICATION

Primary Use:	34 - IMPROVED RETAIL
NBHD Code:	6120
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
10128/10	2026007045	3/16/2026
7833/41		11/7/2016
7335/213		8/25/2014

Property ID: 262065 **Parcel ID:** 12311002301700

LAND INFORMATION

Land ID	Type Code	Method	Size (AC)	Productivity Value	Market Value
177366	COM - Commercial		0.0604	$0	$8,500
		Total:	0.0604	$0	$8,500

IMPROVEMENT INFORMATION

Residential

Imprv ID: 2233947 **Market Value:** $40,700 **Imprv 1 of 1**

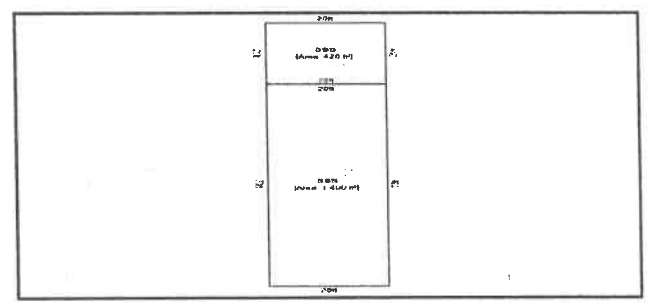
Imprv Type:	300	**Exterior Wall:**	
Year Built:	1908	**Fireplaces:**	
Remodel Year		**Roofing:**	
Base Area:	1,400.0	**HVAC:**	
Total Area:	1,400.0	**Bedrooms:**	0.00
Class:	30	**Bathrooms:**	0.00
Condition:	20	**Basement Fin:**	0.00
Subclass:	C	**Garage Stalls:**	0.00

Detail Type	Area	RCNLD
300	1,400.0	$40,700

Commercial

Imprv ID: 164291 **Market Value:** $48,900 **Imprv 1 of 1**

Imprv Type:	353	**Exterior Wall:**	
Year Built:	1908	**Roofing:**	
Total Area:	1,820.0	**HVAC:**	
Stories:	1	**Basement Area**	0.0
# of Imprv:	2	**Basement Fin:**	0.00



Type	Year	Class	Quality	Condition	Area	Height	RCN	Depr %	RCNLD
353	1908	30		20	1,400.0	11.0	$145,100	20.00%	$40,700
353	1908	30		20	420.0	11.0	$43,500	20.00%	$8,200

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	County Sur Tax	
% of tax rate:	0.003677372	0.002194165	0.011142437	0.009291493	0.004633489	0.009291493	0.03823241	0.640622702	0.066793332	0.018803628	0.018803628	0.176513851	
Year													
2027	$9.32	$5.56	$28.23	$23.54	$11.74	$23.54	$96.85	$1,622.88	$169.21	$47.63	$47.63	$447.16	$2,533.29
2028	$9.50	$5.67	$28.79	$24.01	$11.97	$24.01	$98.79	$1,655.34	$172.59	$48.59	$48.59	$456.10	$2,583.95
2029	$9.50	$5.67	$28.79	$24.01	$11.97	$24.01	$98.79	$1,655.34	$172.59	$48.59	$48.59	$456.10	$2,583.95
2030	$9.69	$5.78	$29.37	$24.49	$12.21	$24.49	$100.77	$1,688.45	$176.04	$49.56	$49.56	$465.23	$2,635.63
2031	$9.69	$5.78	$29.37	$24.49	$12.21	$24.49	$100.77	$1,688.45	$176.04	$49.56	$49.56	$465.23	$2,635.63
2032	$9.89	$5.90	$29.95	$24.98	$12.46	$24.98	$102.78	$1,722.21	$179.56	$50.55	$50.55	$474.53	$2,688.34
2033	$9.89	$5.90	$29.95	$24.98	$12.46	$24.98	$102.78	$1,722.21	$179.56	$50.55	$50.55	$474.53	$2,688.34
2034	$10.08	$6.02	$30.55	$25.48	$12.71	$25.48	$104.84	$1,756.66	$183.15	$51.56	$51.56	$484.02	$2,742.11
2035	$10.08	$6.02	$30.55	$25.48	$12.71	$25.48	$104.84	$1,756.66	$183.15	$51.56	$51.56	$484.02	$2,742.11
2036	$10.29	$6.14	$31.16	$25.99	$12.96	$25.99	$106.93	$1,791.79	$186.82	$52.59	$52.59	$493.70	$2,796.95
Total:	$97.93	$58.43	$296.73	$247.44	$123.39	$247.44	$1,018.14	$17,059.99	$1,778.73	$500.75	$500.75	$4,700.62	$26,630.33

Downtown Excelsior Springs 353 Redevelopment Plan - 111 E Broadway
Tax Impact Analysis - All Districts
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	2,129	693	2,533	(1,436)	3,227
2	2,172	693	2,584	(1,478)	3,277
3	2,172	693	2,584	(1,478)	3,277
4	2,215	693	2,636	(1,522)	3,329
5	2,215	693	2,636	(1,522)	3,329
6	2,260	693	2,688	(1,566)	3,382
7	2,260	693	2,688	(1,566)	3,382
8	2,305	693	2,742	(1,611)	3,436
9	2,305	693	2,742	(1,611)	3,436
10	2,351	693	2,797	(1,657)	3,490
11	2,351	3,490	-	1,140	3,490
12	2,374	3,525	-	1,151	3,525
13	2,374	3,525	-	1,151	3,525
14	2,398	3,561	-	1,162	3,561
15	2,398	3,561	-	1,162	3,561
16	2,422	3,596	-	1,174	3,596
17	2,422	3,596	-	1,174	3,596
18	2,446	3,632	-	1,186	3,632
19	2,446	3,632	-	1,186	3,632
20	2,471	3,668	-	1,198	3,668
21	2,471	3,668	-	1,198	3,668
22	2,495	3,705	-	1,210	3,705
23	2,495	3,705	-	1,210	3,705
24	2,520	3,742	-	1,222	3,742
25	2,520	3,742	-	1,222	3,742
Total	58,989	61,284	26,630	2,295	87,915

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues

CLAY COUNTY
Est. 1822

OFFICIAL TAX PAYMENT RECEIPT

Receipt No.	Date and Time	Print Date	Received By
4929114	12/10/2025	06/18/2026	

Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount	Description
12311002301700	2025	7	$1,231.32	$0.00	A/V Principal- Commercial
12311002301700	2025	7	$535.93	$0.00	A/V Principal-Residential
12311002301700	2025	7	$255.74	$0.00	Sur Tax

Owner Name and Address Information

Parcel No.	Owner Name	Owner Address
12311002301700	T & T PALLET SERVICES INC	D/B/A STORM BROTHER'S 40746 HIGHWAY K, RICHMOND, MO 64085 UNITED STATES

Payer Name and Address Information

Name	Address	Tender Type	Amount Applied
T & T PALLET SERVICES INC	D/B/A STORM BROTHER'S , RICHMOND , MO 64085	E-Check	$2,022.99

Real Estate Legal Description

Parcel No.	Legal Description
12311002301700	CITY BLOCKS EXCELSIOR SPRINGS CB 63

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
12311002301700	2025	COUNTY SERVICES	$25.99
12311002301700	2025	EXCELSIOR SPRINGS	$260.13
12311002301700	2025	EXCELSIOR SPRINGS SCHOOL DISTRICT	$1,332.16
12311002301700	2025	HANDICAP TAX	$23.17
12311002301700	2025	HEALTH TAX	$19.32
12311002301700	2025	LIBRARY TAX	$79.50
12311002301700	2025	MENTAL HEALTH TAX	$19.32
12311002301700	2025	STATE TAX	$7.65

*Interest and penalty will be assessed on any unpaid balance amount. The unpaid balance amount shown on this receipt is valid as of time of payment. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed.

Please verify with your financial institution that this payment has cleared.

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

Tax Abatement Application for 231 E. Broadway Ave.

Staff: Keith Winge, Economic Development Director

ESRC Meeting Date: July 16, 2026

GENERAL INFORMATION

Application: Tax Abatement Application for a Chapter 353 Tax Abatement for improvements being made to 231 E Broadway.

Applicant: Morgan Newkirk

Location: 231 E. Broadway Ave.

Historic District: Hall of Waters

NRHP Status/Category: Contributing

SPECIFIC INFORMATION

Project Background: The structure is a one-story commercial property. The owner plans to paint the exterior (same colors), foundation jacking, and HVAC replacement.

APPROVALS AND PERMITS

Historic Preservation Commission: Worked with Community Development Director and none of these items require a Certificate of Appropriateness.

Permits: The applicant will secure the required permits for the work.

REQUEST

The applicant is requesting a Chapter 353 Tax Abatement for the property of 231 E. Broadway Ave.

STAFF RECOMMENDATION

As per the Commercial Guidelines for Chapter 353 Tax Abatement Projects, with projected expenditures expected to be $27,145.00, 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
Exhibit F – Certificate of Appropriateness from Historic Preservation Commission

THE CITY OF Excelsior Springs MISSOURI

Application for Commercial Chapter 353 Tax Abatement

(Finance Code: 35)

PROPERTY OWNER INFORMATION

Owner Name: MORGAN NEWKIRK

[redacted]

DESCRIPTION OF IMPROVEMENTS

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

See attached | $16,650

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

See attached | $10,495

PROJECT DESCRIPTION

Description of Project Timeline: | **50% Exterior: Yes No**

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

Start of Construction: 8/1/26 | **Estimated Date of Completion:** 1/1/27

MN
Signature

6/25/26
Date

4/24/26
Date payment received
(Finance code: 35)

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)

CITY OF EXCELSIOR SPRINGS
*** CUSTOMER RECEIPT ***
Date: 6/26/26 03 Receipt no: 34389

Description Quantity Amount
35 353 PROGRAM APP FEE
1.00
231 E BROADWAY $200.00

Tender detail
CK CHECKS 236 $200.00
Total tendered $200.00
Total payment $200.00

Trans date: 6/26/26 Time: 9:41:35

Exterior Improvements:

Exterior Paint: Colors will stay the same	$1300
Foundation Jacks : Jacks placed under building to stop further settling	$8750
A/C Unit: placed where existed unit is	$6600
Total for Exterior:	$16650

Interior Improvements:

Furnace and Duct Work	$10495
Total of all Work	$27145

PROPOSAL

MORRISON PAINTING, MO
31793 Darin lane Excelsior springs, MO 64024
913-226-4604 / Scott Morrison
Morrisonpaintingmo@gmail.com

[redacted]

PROPOSAL SUBMITTED TO Rays Diner	DATE 6-30-26.
STREET 231 E. Broadway Ave	
CITY, STATE and ZIP CODE Excelsior springs. mo, 64024	JOB LOCATION
E-MAIL	JOB PHONE

We hereby submit specifications and estimates for:

1. power wash front of Diner. hand scrape any Loose paint, prime raw surfaces. caulk around Doors windows and any cracks.
2. Paint front of building white and paint all doors + window frames Red.
3. Will be using Sherwin Williams Emerald paint

Paint + labor
$1300.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

dollars ($ 1300.00).

Payment to be made as follows:

upon Job completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Scott Morrison

Note: This proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: [signature]

Signature: ____

Date of Acceptance: ____

Hale's MECHANICAL
2109 Kara Ct
Liberty, MO 64068
(816) 875-5210 / (816) 872-6908
service@halesmechanical.com

Estimate

ESTIMATE#	1090574686
DATE	06/10/2026
PO#	

CUSTOMER

Ray's Diner
231 E Broadway St
Excelsior Springs Missouri 64024-2564
(719) 243-2091

SERVICE LOCATION

Ray's Diner
231 E Broadway St
Excelsior Springs Missouri 64024-2564
(719) 243-2091

DESCRIPTION

We made a site visit and evaluated the system with Dan. This bid will be broken into 4 parts. There first option will be a base 80%and a 14 seer single stage air conditioner. The second option will still be an 80% furnace, however it will be a more efficient system and will be a 2-stage air conditioner. The 3rd option will be to relocate the ductwork in the dining room to the middle of the room and extend it into the small room and add a vent to cool the small room. The fourth option will be to replace the round duct with square lined duct.
The original line set will be flushed and reused.

Carrier 5T Systems:

Single Stage:
58SC0B135M24--20
(26SCA560W003)

Two Stage:
58TP0B090V21-20
26TPA860W003

Coil:
CVAVA6024XMA

Exclusions: overtime

Estimate

Description	Qty	Rate	Total
Install Equipment 5-ton 2-stage	1.00	13,110.00	13,110.00
Install Equipment 5-ton single stage	1.00	12,843.00	12,843.00
Shorten existing duct	1.00	1,582.00	1,582.00
Install new square lined duct	1.00	3,985.00	3,985.00

Certificate Number: SAMPLE

Olshan Since 1933 Foundation Solutions

Lifetime Service Foundation Warranty

This certifies that the CABLE LOCK ST PLUS HYBRID SYSTEM OF REPAIR has been installed on the property at :

If any adjustments are required during the Lifetime Service Foundation Warranty due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner for the first year after installation and adjust at a cost of $125** per piling not to exceed $500** in any 12 month period after the first year , subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer".

Installation/ Effective Date:

Manager's Signature

**Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010

CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS

IMPORTANT FACTS CONCERNING YOUR WARRANTY:
Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will adjust settled areas where the work has been installed. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:
- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

TRANSFERRING WARRANTY:
Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a $200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

Olshan Since 1933 Foundation Solutions

www.olshanfoundation.com
816-333-8888
6003 Arlington Ave,
Raytown, Missouri, 64133

Agreement / Contract

Olshan Foundation Repair Co. of Kansas City, LLC (dba Olshan Foundation Solutions), hereinafter called CONTRACTOR, enters into this agreement on this March 17, 2026, with: **Morgan Newkirk**, hereinafter called OWNER to provide labor, equipment, and materials for the work herein upon the structure located at:

231 E Broadway, Excelsior Springs, MO 64024

Owner's Contact

Morgan Newkirk
(913) 558-0999
morgan.newkirk@gmail.com

Certified Structural Technician

Matt Neal
(816) 401-9678
mneal@olshanfoundation.com

Product List

Misc — Quantity

Mobilization

Base Price: under 100 miles — 1

Subtotal $500.00

Pilings — Quantity

Cable Lock ST Plus- INT

Lifetime Transferable Service Warranty

Base Price: 1'-5' box — 5

Note: Possible Additional Charges (If needed, during initial job):
Tunnel per ft $225; Cut Builder Piers $350 each;
Remove Previous Work / Concrete $125 per Hour
Steel Support / Angle Iron $40 per piling
Generator Rental $75 per day

Subtotal $10,000.00

Subtotal	$10,500.00
Discount	Friends and Family -$1,750.00
Total	$8,750.00

Payment

LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLECT, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR.

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control.

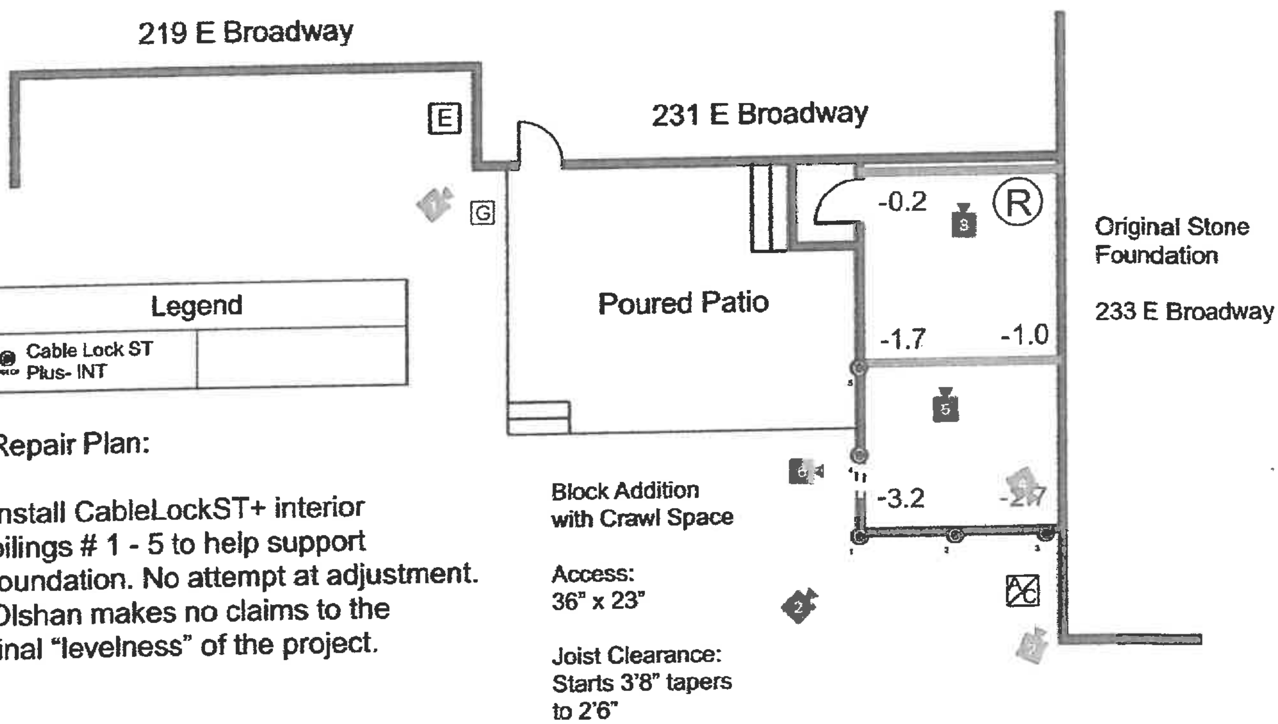
This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.

Matt Neal	Date	Customer Signature	Date
General Manager (Contractor)	Date	Customer Signature	Date

Certified Structural Technician
B.E.C/C.S.T.
Matt Neal
mneal@olshanfoundation.com
CELL - (816) 401-9678

Olshan
Since 1933
1-877-4-OLSHAN
WWW.OLSHANFOUNDATION.COM

Morgan Newkirk
231 E Broadway
Excelsior Springs, MO,
64024
morgan.newkirk@gmail.com
(913) 558-0999
March 17, 2026



Repair Plan:

Install CableLockST+ interior pilings # 1 - 5 to help support foundation. No attempt at adjustment. Olshan makes no claims to the final "levelness" of the project.

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.
Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and :his repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was
submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect Installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vi) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

You agree that all warranty claims against Contractor, it's employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY : The seven (7) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in
part by the ACCEPTANCE by the OWNER to these provisions by initialing here ___________.

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc, may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and leaks.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additonal charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. MOLD, LEAD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

7. No warranty express or implied on future flooding or water intrusion.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/ unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

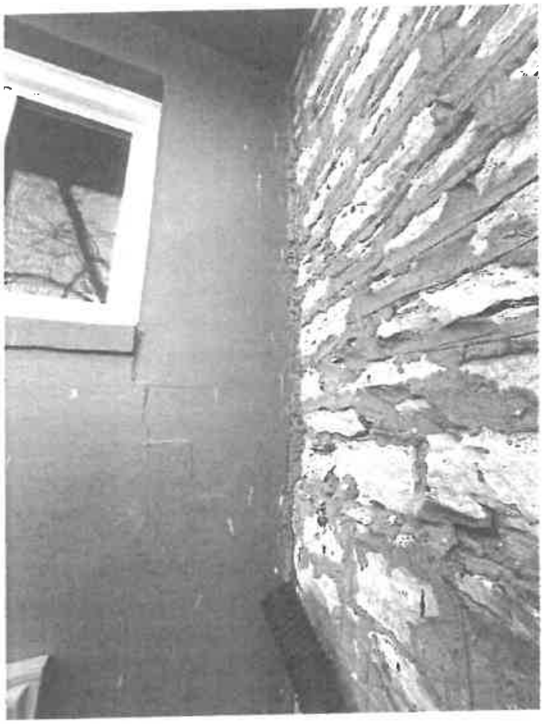
WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar ($1 00) late payment penalty fee plus monthly interest charge calculated as the lesser of 1 .5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, It creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort Owner understands and agrees Contractors liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate



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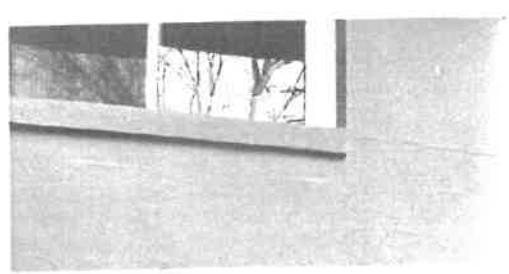

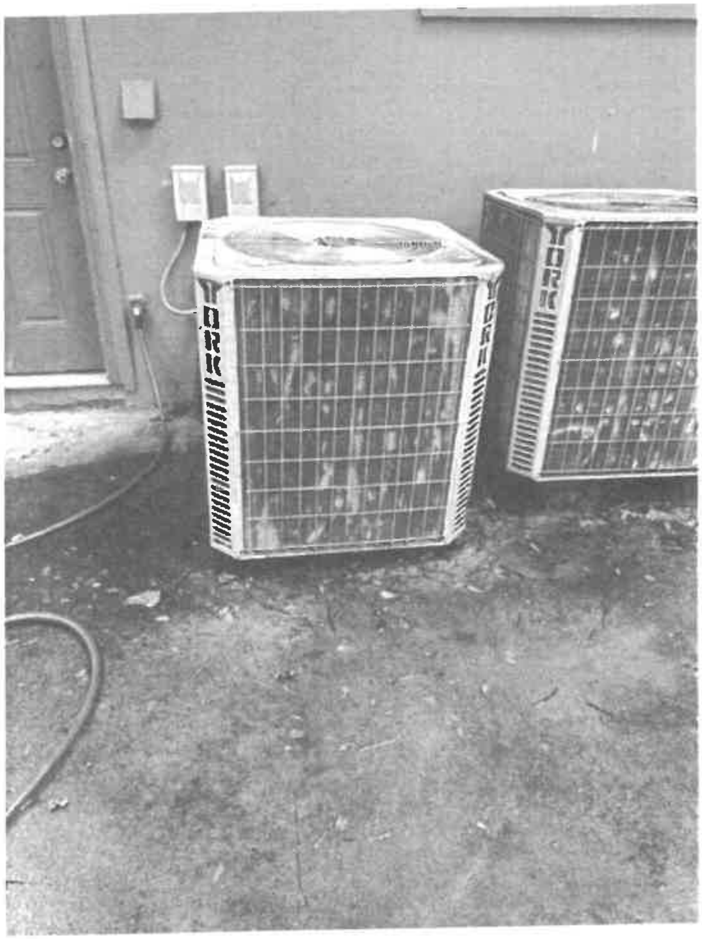
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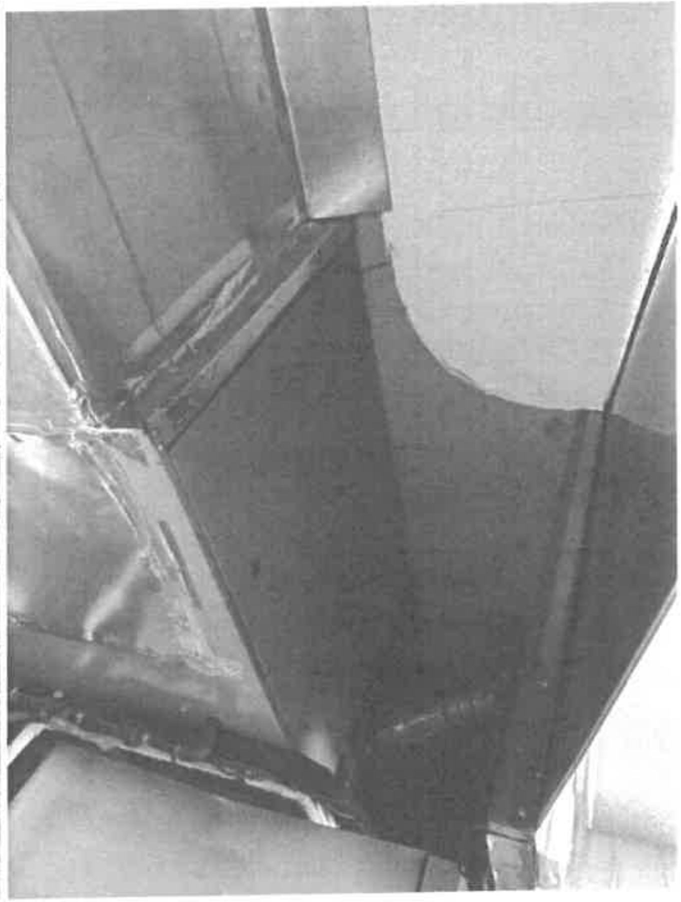
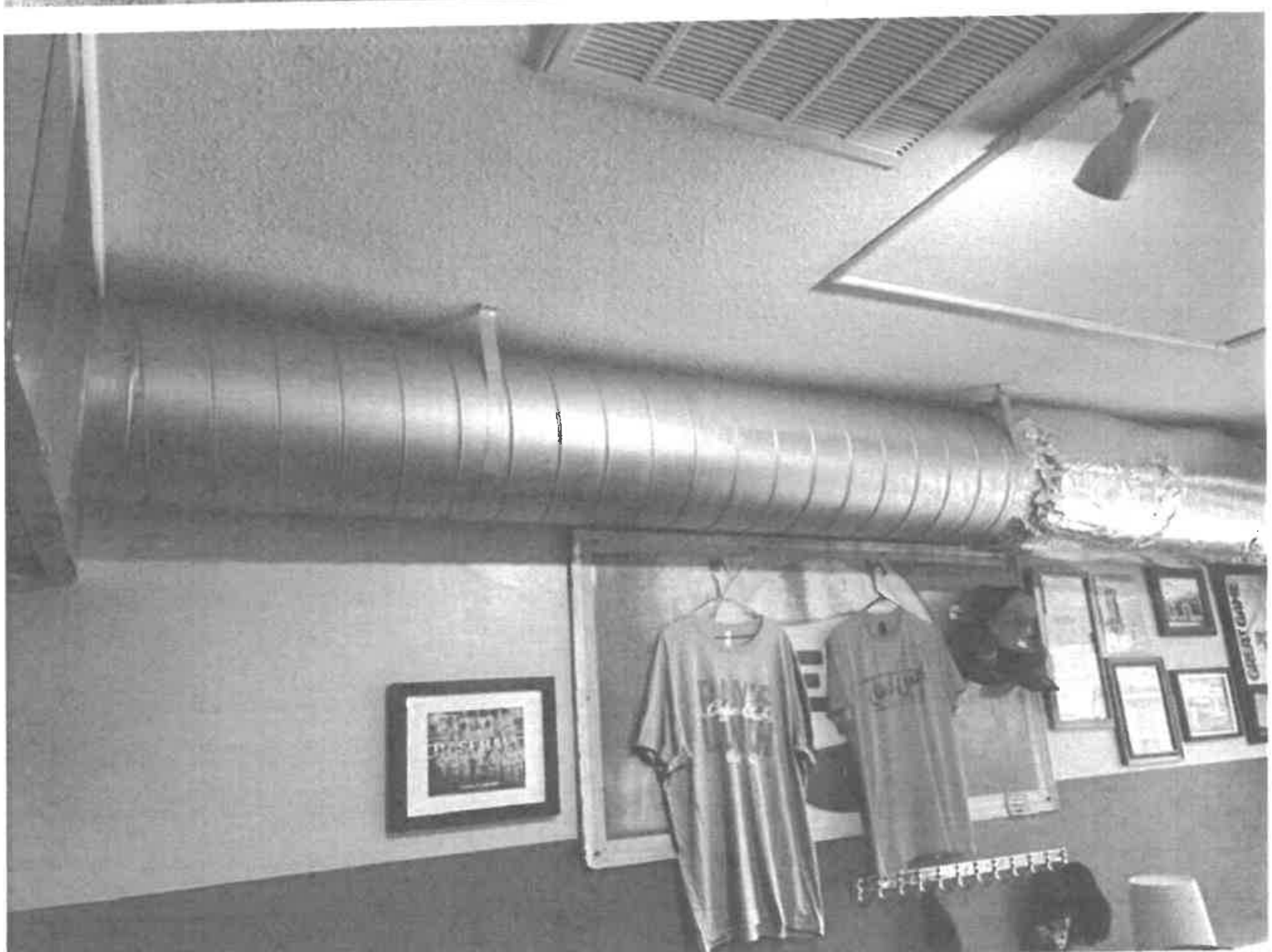




Ray's Lunch
Mon - Sat
6am - 2pm


Ray's Lunch
Mon - Sat


DINER

<u>353 DEVELOPMENT AGREEMENT</u>

<u>231 EAST BROADWAY AVE REDEVELOPMENT PROJECT</u>

THIS 353 REDEVELOPMENT AGREEMENT, entered into this 20th day of July, 2026 ("Agreement") by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI ("City"), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION ("Redevelopment Corporation"), and Emerald Property Investments LLC, D/B/A Ray's Lunch, 231 E. Broadway Ave., Missouri 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 111 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 pubic 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. <u>Items incorporated into this Agreement.</u> 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 111 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 by 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# 12311002301300) which contains one addressed improvement 111 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 $27,145.00. 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:

Emerald Property Investments LLC
D/B/A Ray's Lunch
231 E. Broadway Ave.
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 along, 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 BROADWAY ADDITION E38.78' LT 2, 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. Exterior Painting (same colors)
2. Foundation jacking/stabilization
3. HVAC replacement

CLAY COUNTY ASSESSOR'S OFFICE

ACRC-262869-2026 2026 Appraisal Card

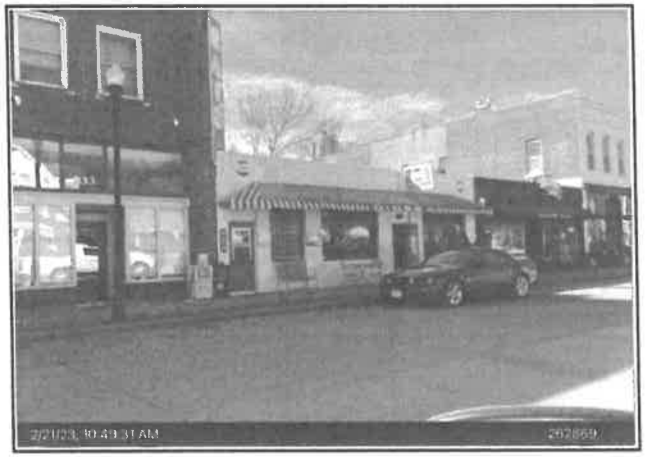
Data Provided by: TRACY BALDWIN County Assessor. Printed on 7/1/2026 at 8:20:04AM

Property ID: 262869 **Parcel ID:** 12311002301300

OWNER NAME & MAILING ADDR

EMERALD PROPERTY INVESTMENTS LLC

231 E BROADWAY AVE
EXCELSIOR SPRINGS, MO 64024



PROPERTY SITUS

231 E BROADWAY AVE MO

PROPERTY VALUATION

Property Classification	Previous Market Value	Current Market Value	Previous Assessed	Current Assessed
Residential	$0	$0	$0	$0
Agricultural	$0	$0	$0	$0
Commercial	$103,600	$103,600	$33,150	$33,150
Total	$103,600	$103,600	$33,150	$33,150

Final Estimate of Fair Market Value using the Cost approach: $103,600

LEGAL DESCRIPTION

BROADWAY ADDITION E38.78' LT 2

BUILDING PERMIT

Permit #	Active	Issue Date	Date Complete	Type Code	Value	% Comp
2022513	No	11/22/2022		CMIMPRV		
7106	No	12/1/2001	12/1/2001	CNV		100.00%

PROPERTY CLASSIFICATION

Primary Use: 34 - IMPROVED RETAIL
NBHD Code: 6120
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
9218/68	2021046933	10/27/2021
6717/11		11/15/2011
4908/103		3/26/2005

Property ID: 262869 **Parcel ID:** 12311002301300

LAND INFORMATION

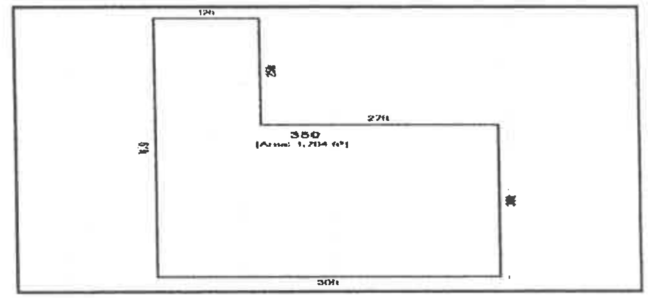
Land ID	Type Code	Method	Size (AC)	Productivity Value	Market Value
177362	COM - Commercial		0.0979	$0	$10,700
		Total:	0.0979	$0	$10,700

IMPROVEMENT INFORMATION

Commercial

Imprv ID: 162073 **Market Value:** $92,900 **Imprv 1 of 1**

Imprv Type:	350	**Exterior Wall:**	
Year Built:	1935	**Roofing:**	
Total Area:	1,704.0	**HVAC:**	
Stories:	1	**Basement Area**	1,704.0
# of Imprv:	2	**Basement Fin:**	0.00



Type	Year	Class	Quality	Condition	Area	Height	RCN	Depr %	RCNLD
350	1935	20		30	1,704.0	12.0	$204,600	20.00%	$92,900
CBMU	1935	10			1,704.0	0.0	$24,500	100.00%	$0

CLAY COUNTY

TAX PAYMENT RECEIPT

RECEIPT NUMBER: 4929970
Entered: 12/10/2025
Interest Date: 12/8/2025

Page 1 of 1
Cashier: -1
Drawer: 33

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
12311002301300	2025	7	$2,298.32	$0.00	A/V Principal- Commercial
12311002301300	2025	7	$477.36	$0.00	Sur Tax
Amount Applied for Tax Year 2025			$2,775.68	$0.00	Unpaid Balance Amount for Tax Year 2025

Agency	Amount
COUNTY SERVICES	$33.8047
EXCELSIOR SPRINGS	$338.3043
HANDICAP TAX	$30.1334
LIBRARY TAX	$103.3904
HEALTH TAX	$25.1277
MENTAL HEALTH TAX	$25.1277
EXCELSIOR SPRINGS SCHOOL DISTRICT	$1,732.4867
STATE TAX	$9.9450

Situs Address: 00231 E BROADWAY AVE MO, EXCELSIOR SPRINGS
Legal Description: BROADWAY ADDITION E38.78' LT 2

Total Paid on This Receipt: $2,775.68

Thank you for your payment.

End of Receipt Number 4929970: 1 Page

Notes:
***Interest, penalties and fees will be assessed on any unpaid balance amount.**
The amount of any unpaid balance shown on this receipt is the unpaid balance at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

83110

PAYER:

EMERALD PROPERTY INVESTMENTS LLC
231 E BROADWAY AVE

05983

OWNER:

EMERALD PROPERTY INVESTMENTS LLC
231 E BROADWAY AVE
EXCELSIOR SPRINGS, MO 64024

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	County Sur Tax	
% of tax rate:	0.003677372	0.002194165	0.011142437	0.009291493	0.004633489	0.009291493	0.03823241	0.640622702	0.066793332	0.018803628	0.018803628	0.176513851	
Year													
2027	$11.25	$6.71	$34.08	$28.42	$14.17	$28.42	$116.95	$1,959.57	$204.31	$57.52	$57.52	$539.93	$3,058.88
2028	$11.47	$6.85	$34.76	$28.99	$14.46	$28.99	$119.29	$1,998.77	$208.40	$58.67	$58.67	$550.73	$3,120.04
2029	$11.47	$6.85	$34.76	$28.99	$14.46	$28.99	$119.29	$1,998.77	$208.40	$58.67	$58.67	$550.73	$3,120.04
2030	$11.70	$6.98	$35.46	$29.57	$14.75	$29.57	$121.67	$2,038.74	$212.57	$59.84	$59.84	$561.74	$3,182.44
2031	$11.70	$6.98	$35.46	$29.57	$14.75	$29.57	$121.67	$2,038.74	$212.57	$59.84	$59.84	$561.74	$3,182.44
2032	$11.94	$7.12	$36.17	$30.16	$15.04	$30.16	$124.11	$2,079.52	$216.82	$61.04	$61.04	$572.98	$3,246.09
2033	$11.94	$7.12	$36.17	$30.16	$15.04	$30.16	$124.11	$2,079.52	$216.82	$61.04	$61.04	$572.98	$3,246.09
2034	$12.18	$7.26	$36.89	$30.76	$15.34	$30.76	$126.59	$2,121.11	$221.15	$62.26	$62.26	$584.44	$3,311.01
2035	$12.18	$7.26	$36.89	$30.76	$15.34	$30.76	$126.59	$2,121.11	$221.15	$62.26	$62.26	$584.44	$3,311.01
2036	$12.42	$7.41	$37.63	$31.38	$15.65	$31.38	$129.12	$2,163.53	$225.58	$63.50	$63.50	$596.13	$3,377.23
Total:	$118.25	$70.55	$358.29	$298.77	$148.99	$298.77	$1,229.37	$20,599.36	$2,147.75	$604.63	$604.63	$5,675.84	$32,155.21

Downtown Excelsior Springs 353 Redevelopment Plan - 231 E Broadway Ave
Tax Impact Analysis - All Districts
353 Benefit Summary

353 Year	Taxes Paid No Project	Taxes Paid with 353	Value of Abatement	Tax District Impact	Taxes Paid incl Improvement w/o 353
1	2,984	279	3,059	(2,705)	3,338
2	3,044	279	3,120	(2,764)	3,399
3	3,044	279	3,120	(2,764)	3,399
4	3,104	279	3,182	(2,825)	3,462
5	3,104	279	3,182	(2,825)	3,462
6	3,167	279	3,246	(2,887)	3,525
7	3,167	279	3,246	(2,887)	3,525
8	3,230	279	3,311	(2,951)	3,590
9	3,230	279	3,311	(2,951)	3,590
10	3,294	279	3,377	(3,015)	3,657
11	3,294	3,657	-	362	3,657
12	3,327	3,693	-	366	3,693
13	3,327	3,693	-	366	3,693
14	3,361	3,730	-	369	3,730
15	3,361	3,730	-	369	3,730
16	3,394	3,767	-	373	3,767
17	3,394	3,767	-	373	3,767
18	3,428	3,805	-	377	3,805
19	3,428	3,805	-	377	3,805
20	3,462	3,843	-	381	3,843
21	3,462	3,843	-	381	3,843
22	3,497	3,882	-	384	3,882
23	3,497	3,882	-	384	3,882
24	3,532	3,920	-	388	3,920
25	3,532	3,920	-	388	3,920
Total	82,666	59,731	32,155	(22,935)	91,886

Note: As each taxing district calculates their annual tax rate, the process in place to ensure a taxing district does not realize a windfall in tax revenue because of an increase in property value is to lower the tax rate so tax revenues do not increase greater than the cost of living. Likewise, when there is a decrease in property values, the tax rate is increased so the taxing district does not experience a loss in tax revenues