

# CITY COUNCIL AGENDA

**Monday, March 4, 2024  
City Council Meeting 6:00 PM**

**Hall of Waters Council Chambers | 201 E Broadway | ESMO**



## NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, March 4, 2024** 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.

### **Hall of Waters Council Chambers | 201 E Broadway | ESMO**

The tentative agenda of this meeting is as follows.

City Council  
City of Excelsior Springs

#### AGENDA

City Council Meeting, 6:00 PM

Monday, March 4, 2024

**Hall of Waters Council Chambers | 201 E Broadway | ESMO**

#### **AMENDED AGENDA**

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of February 20, 2024

## Consideration of Agenda

1. Public Hearing - 353 Agreement for 526 Isley Blvd.
2. Consideration of 526 Isley Blvd. Amended Redevelopment Agreement - Ordinance No. 24-03-01
3. Consideration of Zoning Text Amendment to City Code 400.240 - Ordinance No. 24-03-02
4. Consideration of Special Use Permit Renewal for 608 Benton Ave. - Ordinance No. 24-03-03
5. Consideration of Special Use Permit Renewal for 1012 Sunset Strip - Ordinance No. 24-03-04
6. Consideration of Rezoning 517 S. Kansas City Ave. - Ordinance No. 24-03-05
7. Consideration of Environmental Consultant for the State EIERA Grant - Resolution No. 1501
8. Consideration of MOU with the Excelsior Springs School District - Ordinance No. 24-03-06
9. Consideration of Public Element Acceptance for Marocco Estates Subdivision - Ordinance No. 24-03-07
10. Remarks - City Manager
11. Remarks - City Council
12. Remarks - Mayor
13. 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: AMENDED Friday, March 1, 2024 at 9:45am**

REGULAR CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
February 20, 2024

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Tuesday, February 20, 2024 in the Council Chambers of the Hall of Waters Building. The meeting was also available virtually. The meeting was called to order by Mayor Spohn.

The opening was led by Pastor David Boudreaux of the Crescent Lake Christian Center.

The Pledge of Allegiance was led by Mayor Spohn.

Roll Call of Members:     Present: Mayor Mark Spohn, Mayor Pro-Tem Stephen Spear, Councilwoman Sonya Morgan, Councilman Gary Renne, and Councilman Reggie St. John.

Absent: None.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 5, 2024:

Councilwoman Morgan made a motion to approve the minutes of the Regular City Council Meeting of February 5, 2024. Motion was seconded by Councilman Renne. All in favor; motion carried.

Minutes of the Regular City Council Meeting of February 5, 2024 passed and approved February 20, 2024.

CONSIDERATION OF AGENDA:

Councilwoman Morgan made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem Spear.

Roll Call of Votes:   Ayes:   St. John, Renne, Morgan, Spear, Spohn

                                  Nays:   None, motion carried.

The agenda as presented passed and approved February 20, 2024.

PROCLAMATION – CHUCK ANDERSON FORD’S 50<sup>TH</sup> ANNIVERSARY:

Mayor Spohn read aloud the proclamation for the 50<sup>th</sup> Anniversary of Chuck Anderson Ford and recognized March 1<sup>st</sup>, 2024 as “Chuck Anderson Ford Day” in Excelsior Springs. Chuck and Mike Anderson were present to accept the proclamation.

RESOLUTION NO. 1495, CONSIDERATION OF MU EXTENSION BOARD APPOINTMENT:

Mayor Spohn read by title Resolution No. 1495.

Molly McGovern, City Manager briefed the Council of the Resolution.



Mayor Pro-Tem Spear made a motion to approve Resolution No. 1495 appointing Phil Sherer to the University of Missouri Extension Council. Motion was seconded by Councilman St. John.

Roll Call of Votes: Ayes: Renne, St. John, Morgan, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1495 passed and approved February 20, 2024.

ORDINANCE NO. 24-02-03, CONSIDERATION OF AMENDMENT TO CITY CODE 340.280:

Mayor Spohn read by title Ordinance No. 24-02-03.

Robert Warner, Police Captain briefed the Council of the Ordinance.

Councilwoman Morgan made a motion to place Ordinance No. 24-02-03 amending Section 340.280 of the City Code relating to Hands-Free Driving on second reading. Motion was seconded by Mayor Pro-Tem Spear.

Roll Call of Votes: Ayes: Morgan, St. John, Renne, Spear, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 24-02-03.

Councilman Renne made a motion to approve Ordinance No. 24-02-03 amending Section 340.280 of the City Code relating to Hands-Free Driving. Motion was seconded by Councilman St. John.

Roll Call of Votes: Ayes: St. John, Morgan, Renne, Spear, Spohn

Nays: None, motion carried.

Ordinance No. 24-02-03 passed and approved February 20, 2024.

ORDINANCE NO. 24-02-04, CONSIDERATION OF AMENDMENT TO CITY CODE 230.320:

Mayor Spohn read by title Ordinance No. 24-02-04.

Robert Warner, Police Captain briefed the Council of the Ordinance.

Councilman St. John made a motion to place Ordinance No. 24-02-04 amending City Code Section 230.320 related to Archery on second reading. Motion was seconded by Mayor Pro-Tem Spear.

Roll Call of Votes: Ayes: Renne, Morgan, St. John, Spear, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 24-02-04.

Councilwoman Morgan made a motion to approve Ordinance No. 24-02-04 amending City Code Section 230.320 related to Archery. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: Morgan, Renne, St. John, Spear, Spohn

Nays: None, motion carried.

Ordinance No. 24-02-04 passed and approved February 20, 2024.

RESOLUTION NO. 1496, CONSIDERATION OF PURCHASE OF TWO 2025 AEV TRAUMAHAWK X-SERIES AMBULANCES:

Mayor Spohn read by title Resolution No. 1496.

Joe Maddick, Fire Chief briefed the Council of the Resolution.

Mayor Pro-Tem Spear made a motion to approve Resolution No. 1496 approving the purchase of an ambulance in the amount of \$610,031.00. Motion was seconded by Councilman St. John.

Roll Call of Votes: Ayes: St. John, Renne, Morgan, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1496 passed and approved February 20, 2024.

RESOLUTION NO. 1497, CONSIDERATION OF PURCHASE OF A 2028 AEV TRAUMAHAWK X-SERIES AMBULANCE:

Mayor Spohn read by title Resolution No. 1497.

Joe Maddick, Fire Chief briefed the Council of the Resolution.

Councilman Renne made a motion to approve Resolution No. 1497 approving the purchase of an ambulance in the amount of \$325,796.33. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Renne, Morgan, St. John, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1497 passed and approved February 20, 2024.

RESOLUTION NO. 1498, CONSIDERATION OF AGREEMENT WITH TRANSYSTEMS CORPORATION FOR PROFESSIONAL SERVICES - DESIGN CRITERIA SERVICE FOR THE SAFE STREETS AND SIDEWALK RAISE GRANT DESIGN-BUILD PROJECT:

Mayor Spohn read by title Resolution No. 1498.

Chad Birdsong, Director of Public Works briefed the Council of the Resolution.

Councilwoman Morgan made a motion to approve Resolution No. 1498 approving an agreement with TranSystems Corporation. Motion was seconded by Mayor Pro-Tem Spear.

Roll Call of Votes: Ayes: Morgan, St. John, Renne, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1498 passed and approved February 20, 2024.

RESOLUTION NO. 1499, CONSIDERATION OF TRUCK PURCHASE FOR STREET  
DEPARTMENT FUNDED THRU ROAD AND BRIDGE FUNDS:

Mayor Spohn read by title Resolution No. 1499.

Chad Birdsong, Director of Public Works briefed the Council of the Resolution.

Councilman St. John made a motion to approve Resolution No. 1499 authorizing the purchase of a truck for the Public Works Department in the amount not to exceed \$75,000.00. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: Renne, St. John, Morgan, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1499 passed and approved February 20, 2024.

RESOLUTION NO. 1500, CONSIDERATION OF AGREEMENT FOR UMB P-CARD PROGRAM:

Mayor Spohn read by title Resolution No. 1500.

Vonda Floyd, Finance Director briefed the Council of the Resolution.

Mayor Pro-Tem Spear made a motion to approve Resolution No. 1500 authorizing application to UMB Bank for a Purchasing Card Program, approving a Commercial Card Agreement, and adopting an organization resolution and agreement for Credit Card Program. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: St. John, Morgan, Renne, Spear, Spohn

Nays: None, motion carried.

Resolution No. 1500 passed and approved February 20, 2024.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. Nothing this evening.

Councilwoman Morgan:

1. Nothing this evening.

Councilman Renne:

1. Nothing this evening.

Councilman St. John:

1. I spoke with City employees that decided it was too expensive to send a vehicle off to be repaired, so they got the parts to fix it themselves and saved the City money. I think we all can appreciate them looking outside the box.

Mayor Pro-Tem Spear:

1. Nothing this evening.

Mayor Spohn:

1. I applaud Fizer's Garage for the manner in which they do business and keep their business. I encourage all of us to speak up when they see positive things going on.

MOTION TO CLOSE THE MEETING PURSUANT TO SECTION 610.021.1, RSMO.:

With no further business at hand, Councilwoman Morgan motioned to close the Regular City Council Meeting of February 20, 2024 and go into CLOSED SESSION Immediately Following Pursuant to Section 610.021.1, RSMo. Mayor Pro-Tem Spear seconded. No discussion was held by City Council Members.

Roll Call of Votes: Ayes: Morgan, St. John, Renne, Spear, Spohn

Nays: None, motion carried.

The Regular City Council Meeting of February 20, 2024 adjourned at 6:32 pm.

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MARK D. SPOHN, MAYOR

ATTEST:

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SHANNON STROUD, CITY CLERK

**NOTICE TO TAXING JURISDICTION**  
**OF PUBLIC HEARING**

Pursuant to Section 353.110.3, RSMo, please be advised that a public hearing is scheduled at the Excelsior Springs City Council on March 4, 2024, regarding the application for approval of a redevelopment project, for the redevelopment of the following property: 526 Isley Blvd. The hearing is scheduled to be held in conjunction with the City Council meeting at 6:00 p.m. in the Council Chambers at the Hall of Waters, 201 E Broadway, Excelsior Springs, Missouri. Attached is a copy of the tax impact analysis stating the impact of the requested tax abatement.

For further information, please contact Melinda Mehaffy at 816-630-0756.

Melinda Mehaffy

Economic Development Director

**Downtown Excelsior Springs 353 Redevelopment Plan - 526 Isley Boulevard**  
**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	955	109	888	(846)	997
2	965	110	897	(855)	1,007
3	974	111	906	(863)	1,017
4	984	112	915	(872)	1,027
5	994	113	924	(881)	1,037
6	1,004	114	934	(890)	1,048
7	1,014	115	943	(898)	1,058
8	1,024	117	952	(907)	1,069
9	1,034	118	962	(917)	1,080
10	1,045	119	971	(926)	1,090
11	1,055	1,101	-	46	1,101
12	1,066	1,112	-	47	1,112
13	1,076	1,123	-	47	1,123
14	1,087	1,135	-	48	1,135
15	1,098	1,146	-	48	1,146
16	1,109	1,157	-	49	1,157
17	1,120	1,169	-	49	1,169
18	1,131	1,181	-	50	1,181
19	1,142	1,193	-	50	1,193
20	1,154	1,204	-	51	1,204
21	1,165	1,217	-	51	1,217
22	1,177	1,229	-	52	1,229
23	1,189	1,241	-	52	1,241
24	1,201	1,253	-	53	1,253
25	1,213	1,266	-	53	1,266
<b>Total</b>	<b>26,975</b>	<b>18,865</b>	<b>9,293</b>	<b>(8,110)</b>	<b>28,158</b>

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



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**Community Development  
Council Meeting 3/4/2024**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 2/8/2024  
RE: Consideration of 526 Isley Blvd. Amended Redevelopment Agreement - Ordinance  
No. 24-03-01

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Staff Report	Cover Memo	2/28/2024
Ordinance	Ordinance	2/28/2024



Community Development  
201 East Broadway  
Excelsior Springs, MO 64024  
Phone: (816) 630-0756

February 8, 2024

**To:** Chairman and Commissioners  
Excelsior Springs Redevelopment Corporation

**Re:** Staff Report for 526 Isley Blvd. – An application by Kevin and Sonya Morgan for Chapter 353 Tax Abatement.

**Historic District:** Boarding House District

**Background:** The applicant is requesting Chapter 353 Tax Abatement for improvements being made to the property at 526 Isley Blvd.

The Boarding House Neighborhood Survey states that this is a two-story house with a stone foundation, historic wood siding and an asphalt shingle, gable-front roof. Craftsman elements include exposed rafter tails and the porch supports.

Planned improvements include repair of siding and porch with exterior paint and gutter replacement.

**Staff Review:** The property is zoned Residential and is owner-occupied. These improvements do not require review by the Historic Preservation Commission as they are considered repair and maintenance.

This project meets the requirements listed in the Residential Guidelines for tax abatements. Projected expenditures total \$11,594.12. This project qualifies for tax abatement at 100% for the total cost of improvements. Remediation of all blight must be accomplished before final application for abatement.

Respectfully Submitted,

Laura Mize  
City of Excelsior Springs  
Neighborhood Specialist



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE 526 ISLEY BOULEVARD PROJECT AMENDMENT TO THE AMENDED DEVELOPMENT PLAN SUBMITTED BY THE EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION; AUTHORIZING CERTAIN TAX ABATEMENTS FOR THE PROJECT AREA; AND APPROVING A REDEVELOPMENT AGREEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

**Section 1.** Findings. The City Council finds and determines that: an Application for Commercial Chapter 353 Tax Abatement (“Application”) was submitted for property located at 526 Isley Boulevard. The Application is on file with the Economic Development Department and is incorporated herein by this reference as if fully set forth in full. The Application constitutes the 526 Isley Boulevard Redevelopment Project (“Redevelopment Project”). The Redevelopment Project complies with all of the requirements of the Ch. 353 Program as established by the City Council of Excelsior Springs. Ordinance No. 21-07-01 is incorporated herein by this reference as is fully set forth in full and remains unmodified except as amended herein.

**Section 2.** Amendment Approved. The Amendment to ESRC’s Amended Redevelopment Plan for the 526 Isley Boulevard Redevelopment Project, attached hereto as Exhibit A and incorporated herein by reference, is approved.

**Section 3.** Development Agreement Approved. The Mayor is hereby authorized to execute, on behalf of the City, the Development Agreement between the City and the Developer, and the City Clerk is hereby authorized to attest to the Development Agreement and to affix the seal of the City thereto. The Development Agreement shall be in the substantially the form attached hereto as Exhibit B, which is hereby approved by the City Council.

**Section 4.** Tax Abatement Granted. ESRC, or its successors and assigns, all in accordance with Chapter 353, RSMo, as amended, is hereby granted tax abatement as more particularly described in the Amendment to ESRC’s Amended Redevelopment Plan for the 526 Isley Boulevard Redevelopment Project.

**Section 5.** Further Authority. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this 5th day of February, 2024.

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Mark D. Spohn, Mayor

ATTEST:

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Shannon Stroud, City Clerk

REVIEWED BY:

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Molly McGovern, City Manager

**EXHIBIT A**

**Amendment to ESRC's Amended Redevelopment Plan for the 526 Isley Boulevard  
Redevelopment Project**

## **AMENDMENT TO ESRC'S AMENDED REDEVELOPMENT PLAN**

### **526 ISLEY BOULEVARD REDEVELOPMENT PROJECT**

**The Section of the Amended Development Plan entitled “Redevelopment Projects” is revised to add the following Redevelopment Project:**

The Redevelopment Area will have within it many redevelopment projects, the number, location and construction details of which cannot be predicted at this time. The redevelopment projects are within a larger area that has been determined by the City Council to be blighted and the clearance, replanning, rehabilitation or reconstruction of certain portions of the Redevelopment Area to be necessary to effectuate the purposes of the Urban Redevelopment Corporations Law.

The following project is approved:

**526 Isley Boulevard**. Applicant/Owner: Kevin and Sonya Morgan. This project consists of repairing and painting the porch, repairing siding and painting the exterior of the house, gutter replacement, and chimney repair at a cost of approximately \$11,594.12. The project’s tax impact analysis, on file with the Economic Development Department, is incorporated herein as if fully set forth in full.

**The Section of the Amended Development Plan entitled “Partial Real Property Tax Abatement” is revised to add the following:**

The 526 Isley Boulevard Avenue Redevelopment Project qualifies for tax abatement and will be granted up to ten (10) years of tax abatement or for the cost of the improvements, whichever occurs first. Notwithstanding any ordinance or other provision to the contrary, the development rights including the tax abatements for this project shall expire in the event of the failure of ESRC to acquire ownership of the property for the project within two (2) years of the date of approval of this project.

# # #

**EXHIBIT B**  
**Development Agreement**

## 353 DEVELOPMENT AGREEMENT

### 526 ISLEY BOULEVARD REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 5<sup>th</sup> day of February, 2024 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and Kevin and Sonya Morgan, 526 Isley Blvd. Excelsior Springs, MO 64024, (“Owner” or “Redevelopment Project Owner”) is for the implementation of the Downtown 353 Amended Development Plan dated July 19, 2021, submitted by the Redevelopment Corporation for implementation of the 526 Isley Boulevard Redevelopment Project (“Redevelopment Project”) as legally described in Exhibit “A”, attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit “B” and incorporated by this reference.

#### RECITALS

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

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

1. Items incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.
2. Redevelopment Area: Project. The real property subject in the Development Plan and the Redevelopment Project is more specifically described in Exhibit “A” attached to and incorporated by this reference into this Agreement (“Redevelopment Project Area”). The term “Project” refers to the 526 Isley Boulevard Redevelopment Project which is more specifically described in Exhibit “B” attached to this Agreement.
3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and Redevelopment Project Owner will have complete and exclusive control over the implementation of the Redevelopment Project and the management and operation of the Redevelopment Project.
4. Redevelopment Project Phases. The Redevelopment Project will be implemented in one Phase.
5. Delays/Extensions. Redevelopment Project Owner will implement the Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Redevelopment Project Owner or not caused or contributed to by Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisitions of or use of materials, litigation challenging the rights of Owner, the Redevelopment Corporation or the City, delays by the City, by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, documents and commissions within the project time frame.
6. Notice of Delay. Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.
7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by Owner.
8. Performance for Benefit of Redevelopment Corporation/City. If Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations,

the Redevelopment Corporation and the City may take the actions set out in Section 9 below. No third parties will have any rights or claims with respect to the failure.

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

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

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



regarding property maintenance and not maintaining a public nuisance, as it relates to the Redevelopment Property.

12. City Access to Development Project. During the term of this Agreement, Owner will cooperate with and permit access to the Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.
13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and Agreement.
14. Tax Abatement.
  - a. Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID# 12312002001400) which contains one addressed improvement 526 Isley Boulevard, Excelsior Springs, Missouri. Accordingly, the Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the Redevelopment Project Area except to such extent and in such amount as may be imposed upon the Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvement, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the Redevelopment Project Area. The amount of such tax assessments shall not be increased during said ten (10) years period so long as the Redevelopment Project Area is used in accordance with the Development Plan.
  - b. ~~Subsequent Three Years. After the ten (10) year period above described, and for the next ensuing period of three (3) years, ad valorem taxes upon the real property in the Redevelopment Project Area shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property including any improvement thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of three (3) years, so long as the real~~

~~property in the Redevelopment Project is used in accordance with the Development Plan.~~

- c. Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) and (b) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten-year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$11,594.12. 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 (10) 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:

Kevin and Sonya Morgan  
526 Isley Blvd.  
Excelsior Springs, MO 64024

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

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

Ordinance, the Development Plan and this Agreement, the order of priority is: (i) Chapter 353, (ii) the Ordinance, (iii) the Development Plan and (iv) this Agreement.

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

City of Excelsior Springs, Missouri

By: \_\_\_\_\_

Mark D. Spohn, Mayor

Attest:

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

Excelsior Springs Redevelopment Corporation

By: \_\_\_\_\_

Bill Griffey III, President

Owner:

\_\_\_\_\_:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

All of lots 9 and 10, Block 5, SARATOGA ADDITION, an addition in Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

## EXHIBIT B

1. Porch repair
2. Porch paint
3. Exterior house paint
4. Gutter replacement
5. Chimney repair





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## Community Development Council Meeting 3/4/2024

To: Mayor and City Council  
From: Melinda Mehaffy, Economic Development Director  
Date: 2/28/2024  
RE: Consideration of Zoning Text Amendment to City Code 400.240 - Ordinance No. 24-03-02

Over the past several months the Planning and Zoning Commission has conducted multiple study sessions and formal regular sessions regarding the short-term rental (STR) considerations. In October 2023, a zoning test amendment (ZTA) was taken to the Planning and Zoning Commission for consideration. The Commission requested further discussion and the modified ZAT application was presented to the Commission in December 2023 and voted to recommend approval without incorporating a density or separation standard for STRs outside the downtown tourist area.

The City Council considered the Planning and Zoning recommendation in January 2024. Following the discussion, the Council amended the proposed ordinance and requested that the Commission reconsider the concept of a density or separation standard outside of the downtown tourist area.

The ordinance before you for consideration is a proposed amendment to the STR that creates a separation standard of 1,000 feet between STRs outside of the downtown tourist area.

Staff will be available for any questions you may have about this ZTA.

Melinda Mehaffy, Economic Development Director

### ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	2/28/2024
Meeting Summary Excerpt	Backup Material	2/28/2024
Map	Backup Material	3/1/2024

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE IV, CHAPTER 400 ZONING REGULATIONS, SECTION 400.240 ACCESSORY USES OF THE MUNICIPAL CODE BY ADOPTING SEPARATION STANDARDS FOR SHORT TERM RENTALS**

WHEREAS, at its meeting on February 26, 2024, the Planning and Zoning Commission of the City of Excelsior Springs, Missouri (the "Commission") conducted a public hearing wherein it considered and reviewed an application by the City of Excelsior Springs (the "Applicant") for an amendment to the Zoning Regulations of the City by adopting separation standards for short term rentals, as recommended by the Director of Planning and Zoning; and

WHEREAS, the Commission recommended approval of the amendment to the City Council; and

WHEREAS, the proposed amendment will promote the development, rehabilitation, restoration, and preservation of property in the City and the educational, cultural, economic, health, safety and general welfare of the City; and

WHEREAS, Chapter 400, Section 400.240 Accessory Uses provides for certain land uses, buildings and structures which are clearly incidental to and customarily and commonly associated with the main permitted use of the premises; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri has determined that the Municipal Code of the City should be revised as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Excelsior Springs, Missouri, as follows:

**Section 1.** Chapter 400: Zoning Regulations, Section 400.240 Accessory Uses, of the Municipal Code is hereby amended by adopting separation standards for short term rentals, said amendment attached hereto and made a part hereof.

**Section 2.** Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Ordinance shall be affected; and this Ordinance shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Section 3.** The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**Section 4.** This Ordinance overrides any conflicting provision or regulation with the Municipal Code of the City of Excelsior Springs, Missouri.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved on the \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Mark Spohn, Mayor

ATTEST:

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Shannon Stroud, City Clerk

REVIEWED BY:

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Molly McGovern, City Manager

## ATTACHMENT A

### Section 400.240 Accessory Uses

#### **Par. M Short Term Rental**

##### **8. Separation standards:**

- i. No separation standards apply in the Downtown Tourist Area.**
- ii. No new STR shall be permitted to locate within one-thousand (1,000) feet any then existing STR. The distance shall be measured from the external walls of the proposed and existing STR residential units and shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.**

## **PLANNING AND ZONING COMMISSION**

### **MEETING SUMMARY**

February 26, 2024

#### **1. CALL TO ORDER**

Chairman Simmons called the meeting to order at 6:00 p.m.

#### **2. ROLL CALL**

PRESENT: Jake Simmons, Dustin Borchert, Bob Gerdes, Julia Goldstein and Jason Van Till.

STAFF PRESENT: Doug Hermes, Melinda Mehaffy, Shantele Frie and Lisa Morgan.

VISITORS: Reggie St. John, Jason Cole, Marilyn Gerdes, Debra Hopkins, Sonya and Chuck Duckworth, Joseph Ruckman and John Clark (via Zoom).

#### **3. APPROVAL OF MEETING SUMMARY- December 19, 2023**

Commissioner Gerdes made a motion to approve the December 19, 2023 meeting summary

Commissioner Goldstein seconded. Motion carried.

Vote: Motion passed 5-0-0

Yes: Commissioners: Simmons, Borchert, Gerdes, Goldstein and Van Till.

No: None

Abstain: None

#### **4. COMMENTS OF VISITORS: There were none.**

#### **5. ZTA-23-002 – An application by the City of Excelsior Springs to amend Chapter 400.230 Special Use Permits in the Zoning Regulations, pertaining to Short Term Rental Properties, of the Excelsior Springs City Code as part of the City’s Code Review Process. (Public Hearing)**

Chairman Simmons asked for the staff report.

Mr. Hermes presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions.

Commissioner Van Till said it had been a while, but he thought that a previously presented map of existing, known short-term rentals indicated that establishing a 1,000 foot distance separation requirement would indeed affect some of the existing, known short-term rentals.

Commissioner Goldstein said that she remembers that a 3,000 foot distance separation requirement would impact existing short-term rentals.

Ms. Mehaffy said City staff reviewed a 1,000 foot distance separation, particularly evaluating the area at St Louis, Cypress and Old Orchard Streets where it would have been of primary concern, and there was no overlap.

Ms. Frie said the only overlap of existing, known short-term rentals is in the Downtown Tourist Area.

Mr. Hermes said existing short-term rentals that had been approved with a Special Use Permit with no time limit would be considered okay as pre-existing. If they are still under a Special Use Permit with a two-year time period, there could be some discretion or discussion if they came back for Special Use Permit renewal and did not meet a new 1,000 distance separation standard.

Hearing no further questions from the commission, Chairman Simmons opened the public hearing at 6:11.

Chairman Simmons asked if anyone would like to address the commission for this case to step to the podium and provide their name and address.

Reggie St John, 160 Rockbridge Parkway, said that the City Council did amend the initial short-term rental ordinance as recommended by the commission by changing the definition to 27 days to avoid any possible confusion with regular month-to-month long-term rentals. Everything else about the initial ordinance he said he likes and with this separation standard amendment he asks the commission to approve it. Mr. St. John said he likes that it basically limits short-term rentals to basically a maximum of one per block.

Joseph Ruckman, 205 S. Francis Street, said he wants to make sure he understands this is not going to affect existing short-term rentals. Also, he wanted to talk about the short-term rental located at 608 Benton. He said it was one of the best kept properties in the neighborhood and everyone that has stayed there has been very nice and friendly people.

Chairman Simmons that is correct about the short-term rentals that are existing. He also thanked Mr. Ruckman for coming and speaking for one of the downtown neighborhoods.

Chairman Simmons asked if anyone else would like to share their comments. Hearing none, the public hearing was closed at 6:15.

Chairman Simmons asked if Commissioners had any further discussion or questions. Hearing none, he called for a motion.

Commissioner Goldstein made the motion to approve Case No. ZTA-23-002 as presented.  
Commissioner Gerdes seconded the motion.  
Motion carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Borchert, Gerdes, Goldstein and Van Till.

No: Commissioner: None

Abstain: None

**6. SUP-24-001 – An application by Sara Pelis for a renewal of Special Use Permit for the use of a short-term rental in the R-2 Two Family residential district located at 608 Benton Avenue. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions.

Hearing no questions, Chairman Simmons opened the public hearing at 6:20.

Chairman Simmons asked if there was anyone in the audience that wanted to provide comments during the public hearing.

Hearing none, Chairman Simmons closed the public hearing at 6:21.

Chairman Simmons asked for commission discussion on the application. Hearing none, he called for a motion.

Commissioner Borchart made the motion to approve Case No. SUP-24-001 with no time limit.

Commissioner Gerdes seconded the motion.

Motion carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Borchert, Gerdes, Goldstein and Van Till.

No: Commissioner: None

Abstain: None

**7. SUP-24-002 – An application by Kirk Dutcher for a renewal of Special Use Permit for the use of a short-term rental in R-1 single-family residential district at 1012 Sunset Strip. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions of City staff.

Hearing none, Chairman Simmons opened the public hearing at 6:23.

Chairman Simmons asked if there was anyone in the audience that wanted to provide comments during the public hearing.

Hearing none, Chairman Simmons closed the public hearing at 6:24.

Chairman Simmons asked for commission discussion on the application. Hearing none, he called for a motion.

Commissioner Gerdes made the motion to approve the renewal of Case No. SUP-24-002 with no time limit.

Commissioner Borchert seconded the motion.

Motion carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Borchert Gerdes, Goldstein and Van Till.

No: Commissioner: None

Abstain: None

**8. RZ-24-001 -- An application by TD Sylla LLC-RA: Chuck Duckworth to rezone a tract of land located at 517 S Kansas City Avenue from District "C-2A"-Special Business District to District "C-3"-Service Business District. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions.

Commissioner Goldstein asked to confirm that everything on the site will remain the same and the commission is just asked to consider rezoning the parking area at this time. Ms. Frie said yes, the application is only for the rezoning.

Chairman Simmons asked if there were any more questions from commissioners. There were none.

Chairman Simmons opened the public hearing at 6:28.

Debra Hopkins, 529 Elms Blvd., asked if there is going to be a barrier between the parking lot and the residential property to the south, for example some type of fence? She asked what will separate the commercial zoning from the residential zoning to the south?

Ms. Frie read a letter from John and Jill Clark, 519 S Kansas City Avenue. Ms. Frie said they said they are not able to attend the meeting in person.

Mrs. Sonya Duckworth, 624 Patrick Drive, said she is the applicant and the plan is requesting the rezoning in order to do a Lot Split combining the two lots into one. She said they want to restore the property so it will be beautiful. Ms. Duckworth said there will be no large trash dumpster placed at the back of the property as previously mentioned. She said the plan is to put a fence on the property so it is not a hindrance to any of the residents in the area. She said they want to be considerate to the residents around them and actually want to make it look very pretty. She said they have discussed this topic with the residents to the south and the goal is to make it pretty. Ms. Duckworth said they will be coming back to the Historic Preservation Commission for consideration of other site improvements in the future.

Commissioner Goldstein asked where would the proposed fence be situated in relationship to the shared drive?

Mrs. Duckworth replied that she did not think it was actually a shared drive but that adjacent residents were using her property. She said they are going to be doing a survey to determine where the real property line is and that is where they would want to locate the fence. She said the residents next door asked if they could use the property to park on and they said yes. Ms. Duckworth said she thinks the fear is that their driveway is on her property and the survey will identify where the true property line is and that will determine where the fence will go.

Commissioner Van Till said at one time prior to the house being demolished at 517 S Kansas City there most likely was a shared drive and that changed when the parking lot was put in its place.

Jason Cole, 518 Elms Blvd., said he lives right behind the location being discussed. He said his understanding from a survey done a long time ago showed it as a shared drive. All the houses on Elms Blvd, he said, are the same way they have a shared driveway between the houses.

Ms. Frie said a survey is required.

Ms. Hopkins said as long as she has lived there, there has always been a shared driveway, and the previous owner, Evelyn Coursen, told her the intention was for it to remain a shared driveway when she sold it.

Mr. Duckworth said their intentions are a complete survey of the property, and based on the results of the survey that is where the line will be drawn and that is where the fence will be built.

Commissioner Goldstein asked is there is a reason the rezoning has to take place prior to a survey.

Ms. Frie said the rezoning is first then the survey so it can be a seamless process and both parcels would be located in the same zoning district. Then the lot split can be done to combine it all into one lot.

Commissioner Van Till asked that once the rezoning and survey are completed can the fence be installed.

Ms. Frie said the fence would require Historic Preservation Commission consideration and once approved and a survey is provided, a fence permit can be issued.



Chairman Simmons asked if there were any further public comments during the public hearing.

Hearing no further comments or questions, Chairman Simmons closed the public hearing at 6:43.

Chairman Simmons asked for any further commission comments regarding the application. Hearing none, he called for a motion.

Commissioner Borchert made the motion to approve case No. RZ-24-001.

Commissioner Van Till seconded the motion.

Motion carried.

Vote: Motion passed 4-1-0

Yes: Commissioners Simmons, Borchert, Gerdes and Van Till.

No: Commissioner: Goldstein

Abstain: None

Chairman Simmons asked Commissioner Goldstein if she would like to explain the reason for her vote.

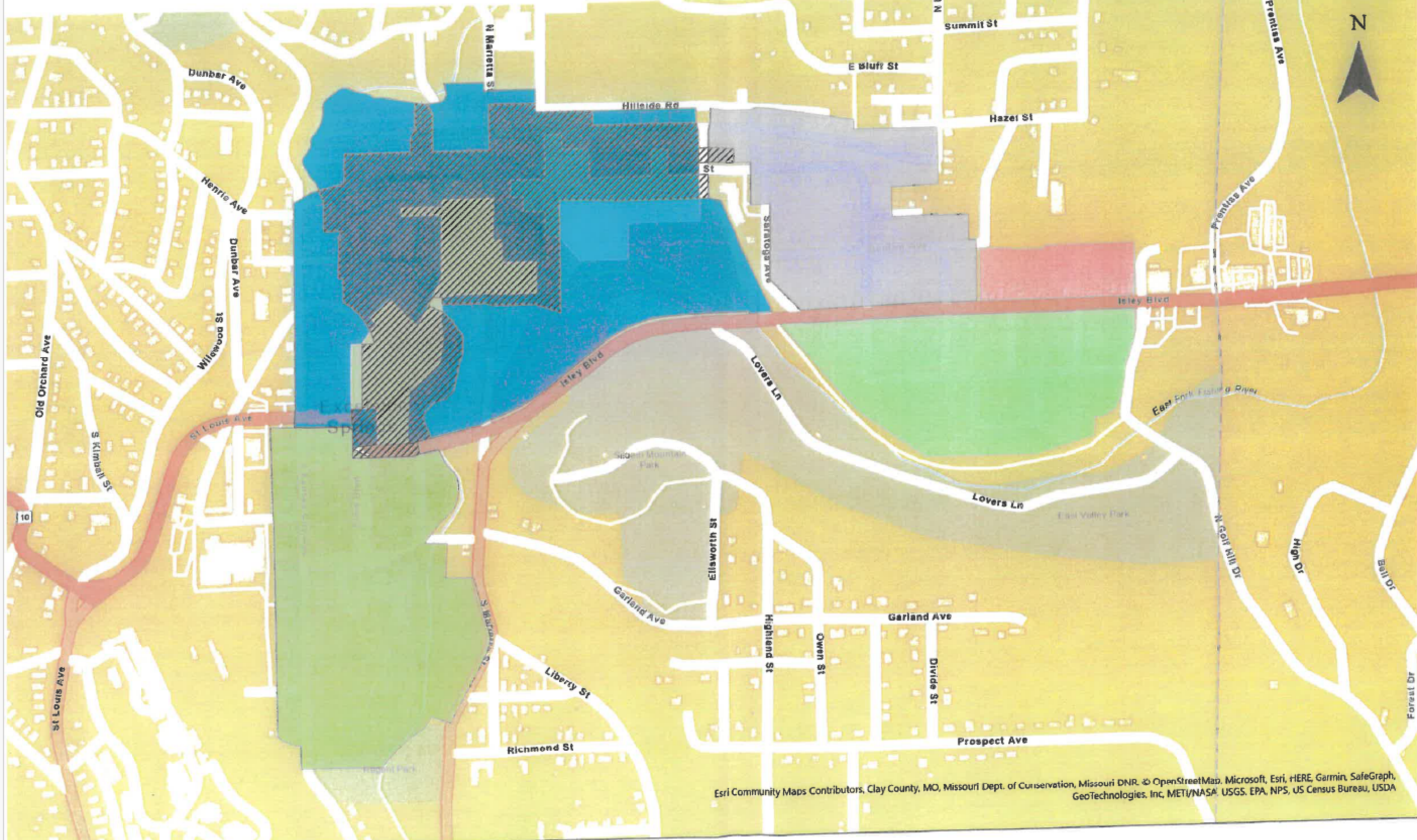
Commissioner Goldstein said she voted no on the motion as she feels the current zoning of the property is most appropriate for the neighborhood.

**9. STAFF COMMENTS:**

Melinda Mehaffy said that the City's volunteer dinner will be on April 18<sup>th</sup> at 6:00 pm and all the Commissioners should be receiving an invitation.

**10. COMMISSION COMMENTS: None**

**11. ADJOURN The meeting was adjourned at 6:46 p.m.**



Esri Community Maps Contributors, Clay County, MO, Missouri Dept. of Conservation, Missouri DNR, OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

# Excelsior Springs Districts

- CentralBusinessDis
- Boarding\_House
- Isley\_North
- HistoricDCW
- HistoricDCE
- HallOfWatersLHD





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**City Council Meetings**  
**Council Meeting 3/4/2024**

To: Mayor and City Council

From:

Date

RE: Consideration of Special Use Permit Renewal for 608 Benton Ave. - Ordinance No. 24-03-03

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	2/28/2024
Ordinance	Ordinance	2/28/2024
Meeting Summary Excerpt	Backup Material	2/28/2024
Map	Backup Material	2/28/2024
STR - 1000 ft buffer	Backup Material	2/28/2024

**Community Development Department  
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



February 26, 2024

**To:** Chairman and Commissioners  
Planning & Zoning Commission

**Re:** Staff Report for Case No. SUP-24-001– An application by Sara Pelis for a renewal of a Special Use Permit for the operation of a Short-Term rental in the R-2 Two-Family Residential District at 608 Benton Avenue. (*Public Hearing*)

Applicant: Sara Pelis

**General Information:**

Address: 608 Benton Avenue  
Current Zoning: R-2 Two-Family Residential District  
Current Land Use: Single-Family residential (Short-Term Rental)

Surrounding Zoning & Land Use: North – R-2; Two-Family Residential District  
East – R-2; Two-Family Residential District  
South – R-2; Two-Family Residential District  
West – R-2; Two-Family Residential District

**Background:**

The property located at 608 Benton Avenue is presently used as a short-term rental and is a single-family residence. In 2022, the City Council granted a Special Use Permit for two years, allowing the operation of this short-term rental.

**Staff Analysis:**

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique nature, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

In the two years since the issuance of the Special Use Permit for the short-term rental operation, there have been no reported conflicts or adverse effects on the nearby neighborhood, as per staff knowledge. Staff conducted a verification with

the Excelsior Springs Police Department regarding any service calls at this property, and confirmed that there have been no calls indicating a negative impact on the surrounding area.

Staff finds that the short-term rental appears to be in compliance with all other city codes and standards.

**Staff Recommendation/Action Requested:**

City staff recommends approval of the Special Use Permit renewal with no stipulations and no time limit.

Respectfully submitted,

Shantele Frie  
City Planner  
City of Excelsior Springs

**Attachments:**

Exhibit A – Vicinity Map

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHORT-TERM RENTAL IN DISTRICT “R-2”, TWO-FAMILY RESIDENTIAL AT 608 BENTON AVENUE, CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI**

**WHEREAS**, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application by Sara Pelis (the “Applicant”) for a Special Use Permit for a Short-Term Rental in District “R-2”, Two-Family Residential at 608 Benton Avenue, Excelsior Springs, Missouri; and

**WHEREAS**, the Commission held a public hearing on the application on February 26, 2024 and recommended approval of the Special Use Permit with no time limitation; and

**WHEREAS**, proper public notice of the public hearing was published one (1) time in the official newspaper of the City.

**NOW THEREFORE**, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for a special use permit for a Short-Term Rental in District “R-2”, Two-Family Residential at 608 Benton Avenue, Excelsior Springs, Missouri is hereby approved.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Mark Spohn, Mayor

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

## **PLANNING AND ZONING COMMISSION**

### **MEETING SUMMARY EXCERPT**

February 26, 2024

**1. SUP-24-001 – An application by Sara Pelis for a renewal of Special Use Permit for the use of a short-term rental in the R-2 Two Family residential district located at 608 Benton Avenue. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions.

Hearing no questions, Chairman Simmons opened the public hearing at 6:20.

Chairman Simmons asked if there was anyone in the audience that wanted to provide comments during the public hearing.

Hearing none, Chairman Simmons closed the public hearing at 6:21.

Chairman Simmons asked for commission discussion on the application. Hearing none, he called for a motion.

Commissioner Borchart made the motion to approve Case No. SUP-24-001 with no time limit.

Commissioner Gerdes seconded the motion.

Motion carried.

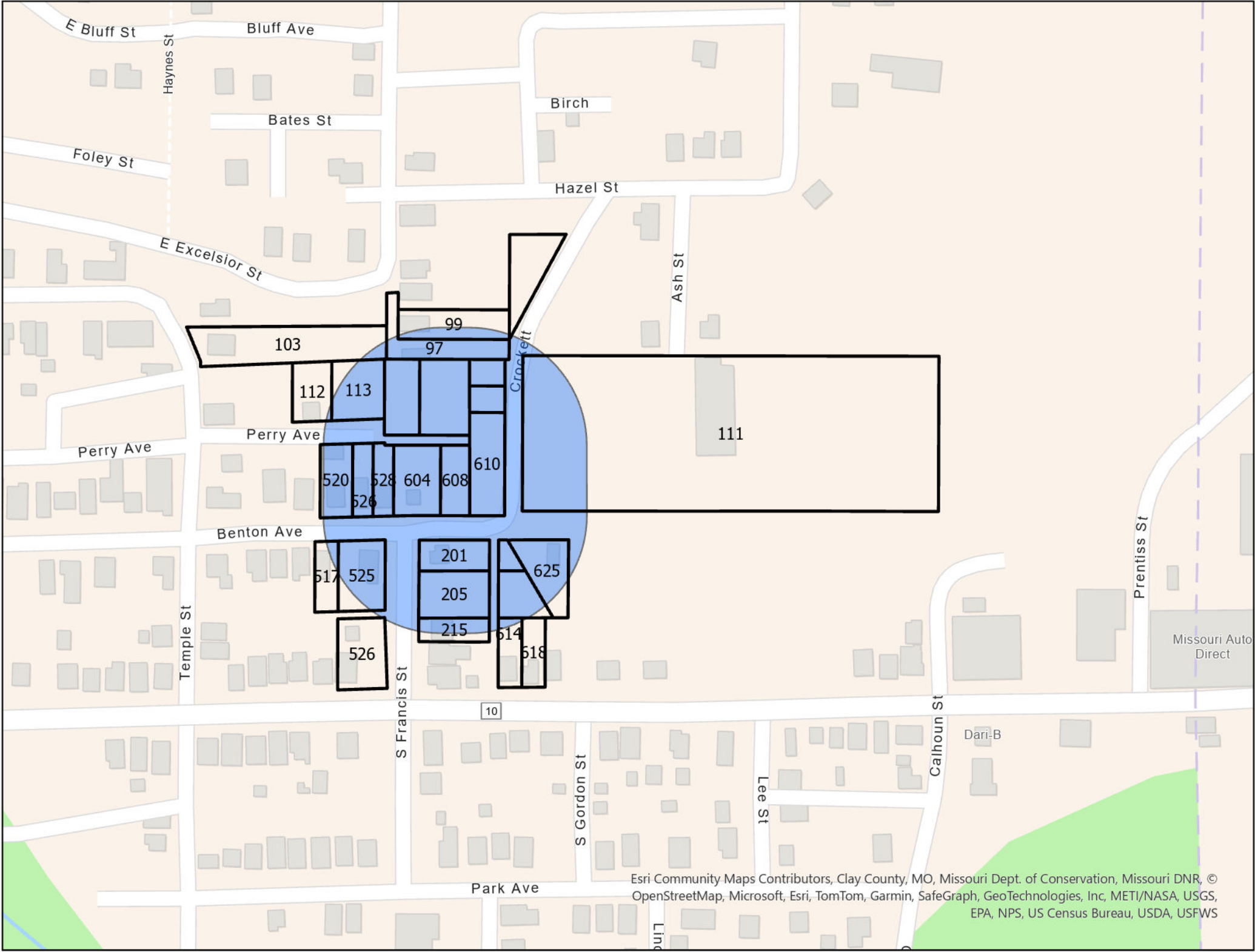
Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Borchert, Gerdes, Goldstein and Van Till.

No: Commissioner: None

Abstain: None

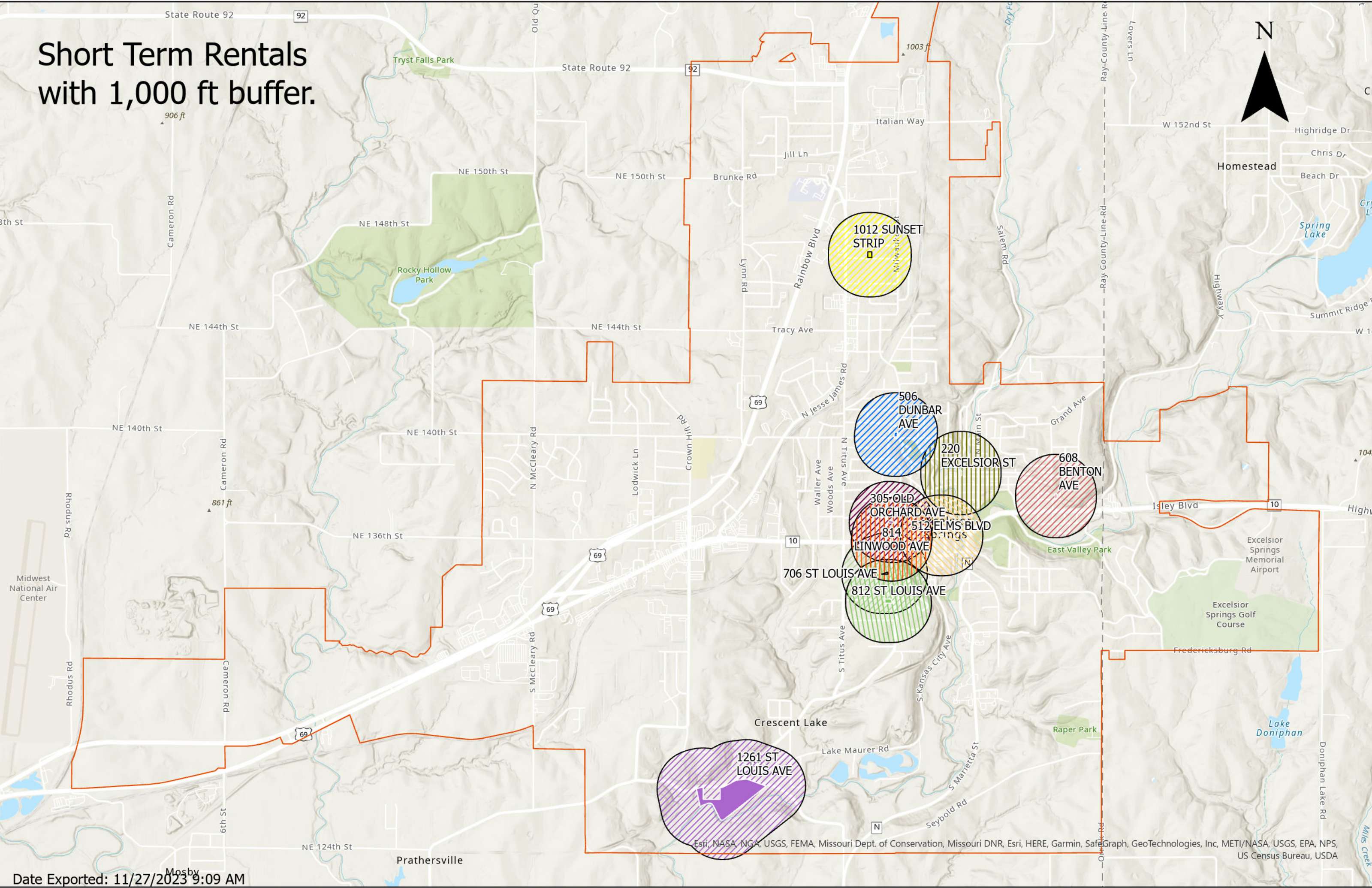
**o O o**



parcelid	situs_num	situs_stre	situs_st_n	situs_st_1	current_ow	owner_addr	owner_city
12312002001400	526		ISLEY	BLVD	MORGAN KEVIN T & SONYA R	526 Isley Blvd	Excelsior Springs
12312002100300	205	S	FRANCIS	ST	RUCKMAN CATHY & JOSEPH	205 S Francis St	Excelsior Springs
12312002100200	201	S	FRANCIS	ST	RUCKMAN CATHY & JOSEPH	205 S Francis St	Excelsior Springs
12312002100100	625		BENTON	AVE	MARRIOTT RONALD F	625 Benton Ave	Excelsior Springs
12312002100201			BENTON	AVE	MARRIOTT RONALD F	625 Benton Ave	Excelsior Springs
12312002100301			BENTON	AVE	MARRIOTT RONALD F	625 Benton Ave	Excelsior Springs
12312000801400	520		BENTON	AVE	RM PROPERTY INVESTMENTS LLC	10530 E 45th Pl	Kansas City
12312000800600	112		PERRY	LN	LACORE DANIEL & RACHEL	112 PERRY ST	EXCELSIOR SPRINGS
12312000800900			PERRY	LN	SCHOONOVER D & ILA M	1498 RESTHAVEN WAY	THE VILLAGES
12312000802100			CROCKETT	AVE	EXCELSIOR SPRINGS CITY OF	201 E BROADWAY ST	EXCELSIOR SPRINGS
12312000802800	99	N	FRANCIS	ST	SCHROCK-RINGENBURG LLC	16321 Clevenger Rd	Kearney
12312000802300			CROCKETT	AVE	EXCELSIOR SPRINGS CITY OF	201 E BROADWAY ST	EXCELSIOR SPRINGS
12312002000100	525		BENTON	AVE	MT PREMIER PROPERTIES LLC	14604 Broadmoor St	Overland Park
12312000801900	610		BENTON	AVE	EXCELSIOR SPRINGS CITY OF	201 E BROADWAY ST	EXCELSIOR SPRINGS
12312000101500	111		ASH	ST	CARROLL GLENDA	111 Ash St	Excelsior Springs
12312002100800	614		ISLEY	BLVD	KNIPKER JOHN T & EILEEN L	1810 PADDOCK DR	KEARNEY
12312000802101			CROCKETT	AVE	EXCELSIOR SPRINGS CITY OF	201 E BROADWAY ST	EXCELSIOR SPRINGS
12312002100500	215	S	FRANCIS	ST	BACKUES MELVIN & DOROTHY	215 S FRANCIS ST	EXCELSIOR SPRINGS
12312000800700	113		PERRY	LN	EXCELSIOR SPRINGS CITY OF	201 E BROADWAY ST	EXCELSIOR SPRINGS
12312000801800	608		BENTON	AVE	PELIS VICTORIA	608 Benton Ave	Excelsior Springs
12312002000200	517		BENTON	AVE	10 HWY INVESTMENTS LLC	110 Lodwick Ln	Excelsior Springs
12312000801600	528		BENTON	AVE	TUCKER JOANNA	528 Benton Ave	Excelsior Springs
12312000802900	97	N	FRANCIS	ST	MALM ALEXIS R	97 N Francis St	Excelsior Springs
12312000800800			PERRY	LN	STUART R KEITH	31643 FOREST BROOK OVAL	WESTLAKE
12312000800200	103		TEMPLE	AVE	PRINCIPAL PROPERTIES GROUP LLC	17802 Plattsburg Rd	Holt
12312002100900	618		ISLEY	BLVD	BLUE COLLAR HOMES LLC	1502 Tracy Ave	Excelsior Springs
12312000801700	604		BENTON	AVE	NORTHLAND HOME MANAGEMENT LLC	8633 N Farley Ave	Kansas City
12312000801500	526		BENTON	AVE	KNUTSON MARK & SANDRA	526 BENTON AVE	EXCELSIOR SPRINGS



# Short Term Rentals with 1,000 ft buffer.







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**Community Development  
Council Meeting 3/4/2024**

To: Mayor and City Council  
From: Shantele Frie, City Planner  
Date: 2/28/2024  
RE: Consideration of Special Use Permit Renewal for 1012 Sunset Strip - Ordinance No. 24-03-04

Shantele Frie, City Planner

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	2/28/2024
Ordinance	Ordinance	2/28/2024
Meeting Summary Excerpt	Backup Material	2/28/2024

**Community Development Department  
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



February 26, 2024

**To:** Chairman and Commissioners  
Planning & Zoning Commission

**Re:** Staff Report for Case No. SUP-24-002– An application by Kirk Dutcher for a renewal of a Special Use Permit for the operation of a Short-Term rental in the R-1 Single-Family Residential District at 1012 Sunset Strip Street. (*Public Hearing*)

Applicant: Kirk Dutcher

**General Information:**

Address: 1012 Sunset Strip Street  
Current Zoning: R-1 Single-Family Residential District  
Current Land Use: Single-Family residential (Short-Term Rental)

Surrounding Zoning & Land Use: North – R-1; Single-Family Residential District  
East – R-1; Single-Family Residential District  
South – R-1; Single-Family Residential District  
West – R-1; Single-Family Residential District

**Background:**

The property located at 1012 Sunset Strip Street is presently used as a short-term rental and is a single-family residence. In 2022, the City Council granted a Special Use Permit for two years, allowing the operation of this short-term rental.

**Staff Analysis:**

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique nature, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

In the two years since the issuance of the Special Use Permit for the short-term rental operation, there have been no reported conflicts or adverse effects on the

nearby neighborhood, as per staff knowledge. Staff conducted a verification with the Excelsior Springs Police Department regarding any service calls at this property, and confirmed that there have been no calls indicating a negative impact on the surrounding area.

Staff finds that the short-term rental appears to be in compliance with all other city codes and standards.

**Staff Recommendation/Action Requested:**

City staff recommends approval of the Special Use Permit renewal with no stipulations and no time limit.

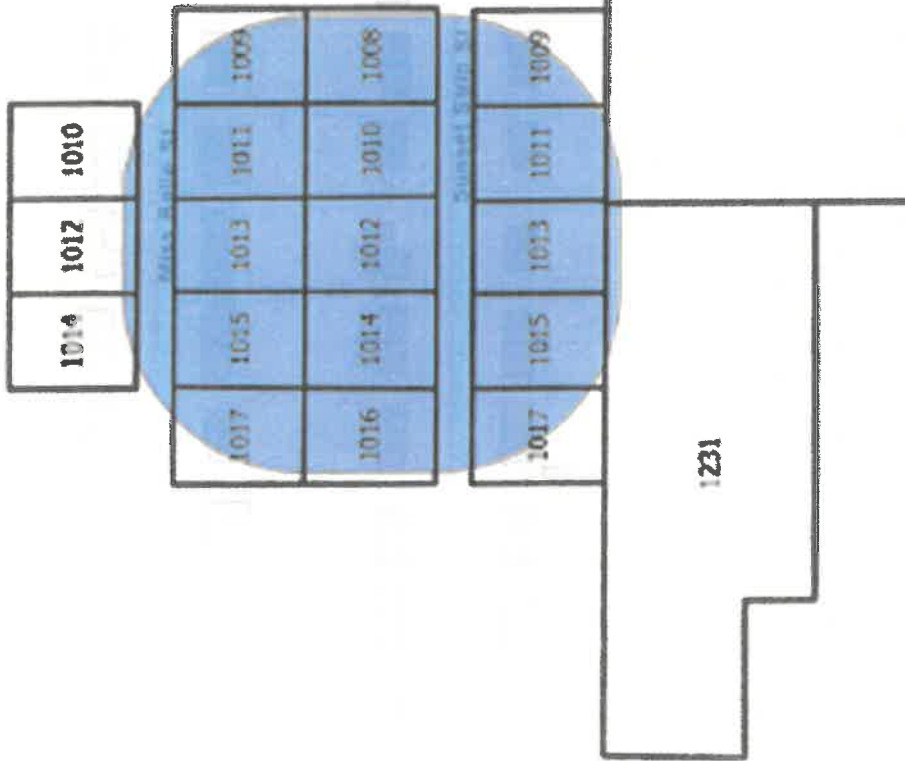
Respectfully submitted,

Shantele Frie  
City Planner  
City of Excelsior Springs

**Attachments:**

Exhibit A – Vicinity Map

Rose Ave



Rose James Rd

Midway St

Michelle Dr

Dog Wood St

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHORT-TERM RENTAL IN DISTRICT “R-1”, SINGLE-FAMILY RESIDENTIAL AT 1012 SUNSET STRIP STREET, CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI**

**WHEREAS**, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application by Kirk Dutcher (the “Applicant”) for a Special Use Permit for a Short-Term Rental in District “R-1”, Single-Family Residential at 1012 Sunset Strip Street, Excelsior Springs, Missouri; and

**WHEREAS**, the Commission held a public hearing on the application on February 26, 2024 and recommended approval of the Special Use Permit with no time limitation; and

**WHEREAS**, proper public notice of the public hearing was published one (1) time in the official newspaper of the City.

**NOW THEREFORE**, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for a special use permit for a Short-Term Rental in District “R-1”, Single-Family Residential at 1012 Sunset Strip Street, Excelsior Springs, Missouri is hereby approved.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Mark Spohn, Mayor

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

## **PLANNING AND ZONING COMMISSION**

### **MEETING SUMMARY EXCERPT**

February 26, 2024

**1. SUP-24-002 – An application by Kirk Dutcher for a renewal of Special Use Permit for the use of a short-term rental in R-1 single-family residential district at 1012 Sunset Strip. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions of City staff.

Hearing none, Chairman Simmons opened the public hearing at 6:23.

Chairman Simmons asked if there was anyone in the audience that wanted to provide comments during the public hearing.

Hearing none, Chairman Simmons closed the public hearing at 6:24.

Chairman Simmons asked for commission discussion on the application. Hearing none, he called for a motion.

Commissioner Gerdes made the motion to approve the renewal of Case No. SUP-24-002 with no time limit.

Commissioner Borchert seconded the motion.

Motion carried.

Vote: Motion passed 5-0-0

Yes: Commissioners Simmons, Borchert Gerdes, Goldstein and Van Till.

No: Commissioner: None

Abstain: None

**o O o**



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**Community Development  
Council Meeting 3/4/2024**

To: Mayor and City Council  
From: Shantele Frie, City Planner  
Date: 2/28/2024  
RE: Consideration of Rezoning 517 S. Kansas City Ave. - Ordinance No. 24-03-05

Shantele Frie, City Planner

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	2/28/2024
Ordinance	Ordinance	2/28/2024
Meeting Summary Excerpt	Backup Material	2/28/2024
Letter from Neighboring Property	Backup Material	2/28/2024



**Community Development Department  
Planning & Zoning**

Phone: 816-630-0756; Fax: 816-630-9572



February 26, 2024

**To:** Chairman and Commissioners  
Planning & Zoning Commission

**Re:** **Staff Report for Case No. RZ-24-001** – An application by TD Sylla LLC-RA: Chuck Duckworth for the rezoning from District “C-2A”-Special Business District to District “C-3”-Service Business District at 517 S. Kansas City Avenue, Excelsior Springs Missouri. (*Public Hearing*)

Applicant: Chuck Duckworth

**General Information:**

Address: 517 S. Kansas City Avenue Parcel ID: 12311004300200

Current Zoning: C-2A, Special Business District

Current Land Use: Parking lot for the Mill Inn Restaurant

Surrounding Zoning & Land Use: North – C-3; Service Business District  
East – C-2A; Special Business District  
South – R-4; Medium Density Residential District  
West – C-2A; Special Business District

**Background:**

The subject property, located at 517 S. Kansas City Avenue, encompasses approximately 0.12 acres and is situated directly south of 415 St. Louis Avenue. Historically, this parcel has been utilized by the Mill Inn Restaurant as a parking lot, playing a vital role in supporting the restaurant’s operations. With the recent change in ownership, the new owner is proposing to rezone the property from its current designation to “C-3”-Service Business District. This rezoning allows the two parcels to be combined into one large parcel. The proposed rezoning to a “C-3”-Service District aligns with the property’s use and management.

**Public Infrastructure:**

Streets: The site is served by adequate streets.

Public Water: The site is served by public water.

Sanitary Sewer: The site is served by existing sanitary sewer.

**Comprehensive Plan:**

The Future Land Use Map identifies this area for commercial and downtown development.

**Staff Analysis:**

City staff believes the rezoning would be appropriate for the existing structure and consistent with past land uses on the property and surrounding areas.

City staff feels the application conforms substantially to the Comprehensive Plan and the city's development standards.

**Staff Recommendation/Action Requested:**

City staff recommends approval of the rezoning application.

Respectfully submitted,

Shantele Frie  
City Planner  
City of Excelsior Springs

**Attachments:**

Exhibit A – Vicinity Map



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND ADOPTING THE REZONING OF CERTAIN  
PROPERTY GENERALLY LOCATED AT 517 S KANSAS CITY AVENUE ROAD IN  
EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI FROM DISTRICT “C-2A”,  
SPECIAL BUSINESS DISTRICT TO DISTRICT “C-3”, SERVICE BUSINESS  
DISTRICT**

**WHEREAS**, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application by TD Sylla LLC-RA: Chuck Duckworth (the “Applicant”) for a rezoning from District “C-2A”, Special Business District to District “C-3”, Service Business District for certain property generally located at 517 S Kansas City Avenue in Excelsior Springs, Clay County, Missouri; and

**WHEREAS**, the Commission held a public hearing on the application on February 26, 2024 and recommended approval of the application; and

**WHEREAS**, proper public notice of the public hearing was published one (1) time in the official newspaper of the City; and

**WHEREAS**, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the application and the recommendation of the Commission at its regular meeting of March 4, 2024, and determined adoption and approval to be in the City’s best interests and to promote the public health, safety and welfare.

**NOW THEREFORE**, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of the rezoning to District “C-3”, Service Business District for the property generally located at 517 S Kansas City Avenue in Excelsior Springs, Clay County, Missouri and legally described as:

Tract 2:

All of Lots 12 and 13 and the North 4 feet of Lot 14, Block A, ELMS ADDITION, a subdivision in the City of Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

is hereby approved.

Section 2. The Applicant shall comply with all other Municipal Code requirements, including but not limited to Chapter 407.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Mark Spohn, Mayor

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

## **EXHIBIT A**

### Legal Description

That portion of LOT 4B2 of the LOT SPLIT OF LOT 4B OF THE REPLAT OF LOT 4 OF McCULLOUGH INDUSTRIAL PARK, City of Excelsior Springs, Clay County, Missouri, being described as follows: Commencing at the Northeast corner of said Lot 4B2, said point being on the South right of way line of North Jesse James Road; thence South 00 degrees 26 minutes 18 seconds East, 315.21 feet to the Point of Beginning of the land herein described; thence continuing South 00 degrees 26 minutes 18 seconds East, 194.92 feet; thence South 89 degrees 54 seconds West, 613.45 feet; thence North 00 degrees 21 minutes 56 seconds West, 61.85 feet; thence North 87 degrees 44 minutes 01 seconds East, 213.92 feet; thence North 01 degrees 57 minutes 35 seconds West, 44.00 feet; thence North 87 degrees 42 minutes 45 seconds East, 200.85 feet; thence North 01 degrees 01 minutes 25 seconds West, 70.00 feet; thence North 87 degrees 43 minutes 01 seconds East, 200.80 feet to the Point of Beginning.

Also known as Tract 2 on Lot Split Survey recorded 3/18/2011 as Document No. 2011008590 in Book D at page 196.

## **PLANNING AND ZONING COMMISSION**

### **MEETING SUMMARY EXCERPT**

February 26, 2024

**1. RZ-24-001 – An application by TD Sylla LLC-RA: Chuck Duckworth to rezone a tract of land located at 517 S Kansas City Avenue from District “C-2A”-Special Business District to District “C-3”-Service Business District. (Public Hearing)**

Chairman Simmons asked for the staff report.

Ms. Frie presented the information in the staff report.

Chairman Simmons asked the commission if they had any questions.

Commissioner Goldstein asked to confirm that everything on the site will remain the same and the commission is just asked to consider rezoning the parking area at this time. Ms. Frie said yes, the application is only for the rezoning.

Chairman Simmons asked if there were any more questions from commissioners. There were none.

Chairman Simmons opened the public hearing at 6:28.

Debra Hopkins, 529 Elms Blvd., asked if there is going to be a barrier between the parking lot and the residential property to the south, for example some type of fence? She asked what will separate the commercial zoning from the residential zoning to the south?

Ms. Frie read a letter from John and Jill Clark, 519 S Kansas City Avenue. Ms. Frie said they said they are not able to attend the meeting in person.

Mrs. Sonya Duckworth, 624 Patrick Drive, said she is the applicant and the plan is requesting the rezoning in order to do a Lot Split combining the two lots into one. She said they want to restore the property so it will be beautiful. Ms. Duckworth said there will be no large trash dumpster placed at the back of the property as previously mentioned. She said the plan is to put a fence on the property so it is not a hindrance to any of the residents in the area. She said they want to be considerate to the residents around them and actually want to make it look very pretty. She said they have discussed this topic with the residents to the south and the goal is to make it pretty. Ms. Duckworth said they will be coming back to the Historic Preservation Commission for consideration of other site improvements in the future.

Commissioner Goldstein asked where would the proposed fence be situated in relationship to the shared drive?

Mrs. Duckworth replied that she did not think it was actually a shared drive but that adjacent residents were using her property. She said they are going to be doing a survey to determine where the real property line is and that is where they would want to locate the fence. She said the residents next door asked if they could use the property to park on and they said yes. Ms. Duckworth said she thinks the fear is that their driveway is on her property and the survey will identify where the true property line is and that will determine where the fence will go.

Commissioner Van Till said at one time prior to the house being demolished at 517 S Kansas City there most likely was a shared drive and that changed when the parking lot was put in its place.

Jason Cole, 518 Elms Blvd., said he lives right behind the location being discussed. He said his understanding from a survey done a long time ago showed it as a shared drive. All the houses on Elms Blvd, he said, are the same way they have a shared driveway between the houses.

Ms. Frie said a survey is required.

Ms. Hopkins said as long as she has lived there, there has always been a shared driveway, and the previous owner, Evelyn Coursen, told her the intention was for it to remain a shared driveway when she sold it.

Mr. Duckworth said their intentions are a complete survey of the property, and based on the results of the survey that is where the line will be drawn and that is where the fence will be built.

Commissioner Goldstein asked is there is a reason the rezoning has to take place prior to a survey.

Ms. Frie said the rezoning is first then the survey so it can be a seamless process and both parcels would be located in the same zoning district. Then the lot split can be done to combine it all into one lot.

Commissioner Van Till asked that once the rezoning and survey are completed can the fence be installed.

Ms. Frie said the fence would require Historic Preservation Commission consideration and once approved and a survey is provided, a fence permit can be issued.

Chairman Simmons asked if there were any further public comments during the public hearing.

Hearing no further comments or questions, Chairman Simmons closed the public hearing at 6:43.

Chairman Simmons asked for any further commission comments regarding the application. Hearing none, he called for a motion.

Commissioner Borchert made the motion to approve case No. RZ-24-001.

Commissioner Van Till seconded the motion.

Motion carried.

Vote: Motion passed 4-1-0

Yes: Commissioners Simmons, Borchert, Gerdes and Van Till.

No: Commissioner: Goldstein

Abstain: None

Chairman Simmons asked Commissioner Goldstein is she would like to explain the reason for her vote.

Commissioner Goldstein said she voted no on the motion as she feels the current zoning of the property is most appropriate for the neighborhood.

**o O o**



2/25/2024

Dear Excelsior Springs Planning and Zoning Commission:

Regrettably, we have Covid and we will not be able to attend the public hearing on 2/26/2024.

We are addressing Case # RZ-24-001; a request to rezone 517 S. Kansas City Ave. from C-2A to C-3.

We are John and Jill Clark and live at 519 S. Kansas City Ave, the property directly next to 517 S. Kansas City Avenue-- the property in question to be rezoned.

We have several concerns as they relate to our home and the homes around us:

- 1) Our first concern with the proposed re-zoning of 517 S. Kansas City Ave is the potential impact on the property value of the historic homes in proximity to this lot. The current zoning restricts what can be built on the 517 property. Rezoning allows the Mill Inn Land and the 517 land to be combined into one continuous commercial property where a larger commercial structure could be built. We ask the commission to look beyond the current layout of the land and consider a time when a future developer might propose building a structure on the opposite end of the lot from where the Mill Inn currently stands.
- 2) Our second concern is that no evidence has been provided to the residents as to the necessity to rezone the property at this time. The lot is currently used as a parking area, and we understand it will continue to be used as a parking area. No zoning change is required so what is the urgency to change zoning now? What part of the new owner's plans require a rezoning? We ask that the plans for changes to the 517 property be shared before a rezoning decision is reached.
- 3) We wish to point out the rezoning will violate the "Good Neighbor" policy of a shared driveway between two private homes. Sharing a residential driveway with a commercial driveway was never the intent of this policy. 517 S. Kansas City Ave. is no longer residential because the house is no longer there, and it is being used as a parking lot. With further zoning change approval from C-2A to C-3, a future commercial business could potentially use our driveway as the main ingress and egress to their business enterprise. Such shared driveway use was never the purpose when single family homes occupied both sides of the driveway. No comments have been made by the current owners as to their plans regarding the shared driveway? We request that the current owners make their plans known as a courtesy to us and the neighbors.
- 4) We ask that you consider the present owners' prospectus for the land as well. We have been told that there are plans to place large trash receptacles for the restaurant at the back

corner of the 517 S. Kansas City lot. [We are not referring to the large commercial dumpsters that have already been used for their one-time use.] We are concerned about the smell and sanitation of having the restaurant trash receptacles that close to our residential homes.

As the property now stands, 517 S. Kansas City Ave serves as a buffer zone between the commercial and residential sections of the northern end of the Elms Historic District. We believe maintaining the buffer zone is important, and we ask that the portion of shared driveway on the north side (Duckworth's side) remain zoned as it is currently, rather than risking that portion of land be legally vulnerable to commercial access.

Thank you for taking our comments into account in your decision-making process.

John & Jill Clark, 519 S. Kansas City Avenue, Excelsior Springs, MO 64024



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**Community Development  
Council Meeting 3/4/2024**

To: Mayor and City Council  
From: Melinda Mehaffy, Economic Development Director  
Date: 2/27/2024  
RE: Consideration of Environmental Consultant for the State EIERA Grant - Resolution No. 1501

City staff has reviewed the Request for Qualifications that it has received for the State EIERA Grant Environmental Consultant for our city. After careful consideration and evaluation, the selection committee has determined that Terracon is the most suitable candidate for this important role and would recommend Terracon as the consultant.

**Key Considerations:**

1. Experience with LBP and ACM Abatement Oversight: Terracon has demonstrated extensive experience in working with Lead-Based Paint (LBP) and Asbestos-Containing Materials (ACM) abatement oversight, particularly within the framework of the EIERA grant from the State of Missouri. Their track record in managing projects involving these hazardous materials aligns closely with the requirements of our grant program.
2. Qualifications of Project Team Members: The education and experience of Terracon's project team members meet the qualifications stipulated by the State EIERA program. Their expertise ensures that they are well-equipped to navigate the complexities of environmental consulting within the context of our grant objectives.
3. Past Experience with Wyman School: Terracon's prior involvement with the Wyman School at 108 Dunbar Ave was also a significant factor in our selection process. Their familiarity with the site and their successful management of environmental concerns there demonstrate their capability to address similar challenges within our jurisdiction.

**Conclusion:**

Based on these considerations, staff strongly recommends selecting Terracon as the State EIERA Grant Environmental Consultant for the project at 108 Dunbar Ave. Their proven expertise, qualifications, and past successes make them an ideal partner for ensuring the effective and compliant execution of our environmental initiatives under the EIERA grant program.

Should you require any further information or clarification, please do not hesitate to contact me.

Melinda Mehaffy, Economic Development Director

**ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION	Resolution Letter	2/29/2024
Agreement	Exhibit	3/4/2024
Superseding Addendum	Backup Material	3/4/2024

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRACON CONSULTANTS, INC. TO PROVIDE CONSULTING SERVICES FOR THE EIERA GRANT FROM MISSOURI DEPARTMENT OF NATURAL RESOURCES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City Council approves the agreement with Terracon Consultants, Inc, in substantially the form attached hereto, to provide environmental services for the EIERA grant and the City Council authorizes the Mayor to execute the agreement.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

THIS RESOLUTION PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_

Mark D. Spohn, Mayor

ATTEST: \_\_\_\_\_

Shannon Stroud, City Clerk

REVIEWED BY: \_\_\_\_\_

Molly McGovern, City Manager

## AGREEMENT FOR SERVICES

This AGREEMENT is between City of Excelsior Springs MO ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Environmental Consulting Services project ("Project"), as described in Consultant's Proposal dated 02/29/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.

By: \_\_\_\_\_ Date: 2/29/2024

Name/Title: Clark L. Grisell / Environmental Department Manager

Address: 15620 W 113th St  
Lenexa, KS 66219-5102

Phone: (913) 492-7777 Fax: (913) 492-7443

Email: Clark.Grisell@terracon.com

Client: City of Excelsior Springs MO

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Melinda Mehaffy / Economic Development Director

Address: 201 E Broadway St  
Excelsior Springs, MO 64024-2564

Phone: (816) 630-0756 Fax: \_\_\_\_\_

Email: mmehaffy@excelsiorsprings.gov

### **SUPERSEDING ADDENDUM**

1. This superseding addendum is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Excelsior Springs, Missouri (“City”) and Terracon Consultants, Inc. (“Contractor”).
2. This superseding addendum form is hereby made a part of the agreement for services (“Agreement”) by and between the parties regarding a variable frequency drive, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged, and this addendum is expressly incorporated and made a part of the Agreement.
3. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. Notwithstanding any provision of the Agreement to the contrary, the parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Clay County, Missouri or in federal court of the Western District of Missouri.
4. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.
5. If the value of the Agreement exceeds \$5,000, then pursuant to RSMo 285.530(1), by its sworn affidavit, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
6. Sections 6, 7, and 11 are deleted.
7. The Agreement constitutes the entire agreement between the parties with respect to the subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. The Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties.
8. Section 9 shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents, or employees except to the extent insurance coverage is actually provided.

[Remainder of page left blank]



City of Excelsior Springs, Missouri:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

Terracon Consultants, Inc.:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

3



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**Fire**  
**Council Meeting 3/4/2024**

To: Mayor and City Council  
From: Joe Maddick, Fire Chief  
Date: 2/27/2024  
RE: Consideration of MOU with the Excelsior Springs School District - Ordinance No. 24-03-06

Joe Maddick, Fire Chief

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter - Safe Room	Cover Memo	2/27/2024
Ordinance - Storm Shelter MOU w/ ESSD	Ordinance	2/27/2024
MOU - FEMA Community Safe Room	Exhibit	2/27/2024



Excelsior Springs Fire Department  
1120 Tracy Ave.  
Excelsior Springs, MO 64024  
Phone: 816-630-3000  
Fax: 816-630-953

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To: Mayor and Members of the Council

From: Joe Maddick, Fire Chief

Date: March 2024

Re: MOU with ESSD

Mayor and members of the council, before you is a MOU between the City of Excelsior Springs (City) and the Excelsior Springs School District (District) to utilize the FEMA Safe Room at Cornerstone Elementary School. During inclement weather the Excelsior Springs Fire Department will be permitted to open the safe room for public use during non school hours. During normal school hours the Districts Director of Safety and Security will assume all responsibilities for opening the safe room.

The MOU holds the city harmless for any potential damage or liability should it occur. The District and the City will sit down and jointly form a Standard Operation Procedure for the safe room.

Sincerely,

Joe Maddick

Fire Chief

**ATTACHMENTS:**

Description	Type	Upload Date
Council Letter	Letter	March 2024

MOU

Legal

March 2024

Ordinance

Legal

March 2024

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
THE EXCELSIOR SPRINGS SCHOOL DISTRICT**

Be it Ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

**Section 1.** That the Memorandum of Understanding relating to a safe room, by and among the City of Excelsior Springs, Missouri and the Excelsior Springs School District, which is attached to this Ordinance in its substantial form and incorporated herein, is hereby approved.

**Section 2.** That the Mayor is authorized to execute the Memorandum of Understanding for and on behalf of the City of Excelsior Springs, Missouri.

**Section 3.** That the City Manager, City Clerk, and such other officials of the City may take action as is necessary, incidental or expedient to carry out the intent of this Ordinance and the authority granted herein.

**Section 4.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mark Spohn, Mayor

ATTEST:

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

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

**MEMORANDUM OF UNDERSTANDING**  
**EXCELSIOR SPRINGS SCHOOL DISTRICT**  
**AND**  
**CITY OF EXCELSIOR SPRINGS**  
**FEMA COMMUNITY SAFE ROOM**

This Memorandum of Understanding (“MOU”) is entered into by and between the Excelsior Springs School District (“District”) and the City of Excelsior Springs (“City”) this \_\_\_\_ day of \_\_\_\_\_, 2024, for the purpose of establishing a collaborative partnership regarding use of District community safe rooms during certain weather-related events.

**I. PURPOSE**

The purpose of this MOU is to set forth the establishment of responsibilities of the District and the City regarding community use of the District’s Federal Emergency Management Agency (“FEMA”) Safe Rooms in the event of a severe windstorm or tornado. The FEMA Safe Rooms are defined as a building, structure, or portion thereof designed to provide its occupants protection during a severe weather event (winds in excess of 75 miles per hour or when a tornado watch or warning has been issued).

**II. SCOPE**

The scope of this MOU shall pertain only to the collaborative process and respective responsibilities between and of the District and the City regarding the provision of protection to community members during certain weather-related events as described in Paragraph 1 of this MOU.

**III. TERM**

The term of this MOU shall be for a period of one (1) year, beginning on \_\_\_\_\_, 2024, and continue until \_\_\_\_\_, 2025. The District and the City may, by mutual written agreement, extend this MOU for a period not to exceed one (1) year.

**IV. ROLES AND RESPONSIBILITIES**

During school hours, the District Director of Safety and Security will assume the role of District Safe Room Coordinator in order to ensure the District’s Shelter Operations Plan is appropriately implemented. The District Safe Room Coordinator will be the first line of communication between the District and the City’s Emergency Personnel. The District Safe Room Coordinator will report updates directly to the Superintendent or his/her designee (Assistant Superintendent of Operations).

During non-school hours, the City's Emergency Personnel will communicate with the District Director of Safety and Security to open the community safe room for city residents. At such times that emergency personnel are needed to leave the community safe room, the District will assume all responsibility for the supervision of the safe room. The District Safety and Security Director will work with District maintenance and custodial personnel to return the Safe Room to a locked state, as well as ensure the space is cleaned and restored to its original condition as soon as possible.

## **V. INDEMNIFICATION**

To the extent permitted by law, the District will defend, indemnify, and hold the City, its directors, officers, employees and agents harmless from all claims, losses, and liabilities to the extent any such claims, losses, or liabilities are caused by the District's breach of this MOU, its failure to discharge its duties and responsibilities set forth in this MOU, or intentional misconduct of the District's board members, directors, employees, contractors, and agents in the discharge of those duties and responsibilities. Additionally, the District shall indemnify the City for any damage to District property as a result of a severe weather event or due to the City's efforts to carry out actions necessary to fulfill its obligations pursuant to this MOU.

To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its board members, directors, employees, contractors, and agents from and against any and all claims, liability, judgment, fines, and expenses, including all reasonable attorneys' fees and amounts paid in settlement actually and reasonably incurred by the District in connection with any action, suit or proceeding whether civil, criminal, administrative, or investigative, to which the District is, was, or at any time becomes, a party related to any acts or omissions of the City and/or its directors, officers, employees and agents. This provision shall not apply to any damage to District property as a result of a severe weather event or due to the City's efforts to carry out actions necessary to fulfill its obligations pursuant to this MOU.

## **VI. GOVERNING LAW AND VENUE**

This MOU shall be governed by the laws of the State of Missouri. The District and the City agree venue shall be proper in the circuit court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, whichever applicable.

## **VII. SOVEREIGN IMMUNITY**

The City agrees and stipulates that the District is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this MOU, the District does



not waive any of its immunities from suit and/or liability. By entering into this MOU, the City does not waive any of its immunities from suit and/or liability.

## **VIII.COMPLIANCE WITH LAWS AND POLICIES**

The City shall also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), 45 C.F.R. §§ 160 and 164 (“HIPAA Privacy Rule”) Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless the District for any damages suffered by the District by reason of the City’s failure to do so. While performing services under this MOU, the City and its directors, officers, employees, and agents will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, and privacy of student information.

## **IX. MODIFICATION**

Any change or modification to this MOU will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this MOU.

## **X. SEVERABILITY**

If any court of competent jurisdiction finds any provision or part of this MOU is invalid, illegal, or unenforceable, that portion will be deemed severed from this MOU, and all remaining provisions and parts of this MOU will remain binding and enforceable; the District and the City will reconvene negotiations to arrive, in good faith, at an MOU as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this MOU is invalid, illegal, or unenforceable.

## **XI. COMPLETE AGREEMENT**

This MOU constitutes the entire agreement between the District and the City.

## **XII. AUTHORIZED REPRESENTATIVE**

This document represents the business intent of the District and the City and should be executed by the individuals who would ultimately be signatory to a final agreement. The District and the City, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM  
OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.**

**EXCELSIOR SPRINGS SCHOOL DISTRICT**

**CITY OF EXCELSIOR SPRINGS**

**BY:** \_\_\_\_\_

**By:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



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**Public Works**  
**Council Meeting 3/4/2024**

To: Mayor and City Council

From:

Date

RE: Consideration of Public Element Acceptance for Morocco Estates Subdivision -  
Ordinance No. 24-03-07

**ATTACHMENTS:**

Description	Type	Upload Date
Cover letter	Cover Memo	2/28/2024
Ordinance	Ordinance	2/29/2024
Maintnenace Bond	Cover Memo	2/28/2024
Letter of Gurantee of Funds	Cover Memo	2/28/2024



**Director of Utility Services**  
201 E Broadway  
Excelsior Springs, MO 64024

Phone: (816) 630-0755  
Fax: (816) 630-9528

March 4<sup>th</sup>, 2024

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works

Re: Public Element Acceptance – Marocco Estates Subdivision

Public Works conducted a final walk thru inspection on the public element in the Marocco Estates Subdivision per the requirements of the City of Excelsior Springs subdivision regulations. This inspection confirms that the site meets development standards for street access, fire protection, water and sanitary sewer service, storm drain system and street lights. While the public and private storm sewer conveyance system is in, the private detention basin has an undrain system that is not installed yet since the basin was being used as a sedimentation basin and will be inspected and approved at a later time once the underdrain is complete. Marocco Estates LLC has provided a letter of guarantee of funds for real estate development from their bank in the amount of \$6,750.00 for this work to be completed this spring when weather allows. As built plans have also been received from their engineer for documentation of this development and are on file at Public Works.

The developer has included the required maintenance bond in the amount of \$483,887.00 for the required maintenance of the public element for one year after the final acceptance.

Please consider the attached ordinance for approval of the public element for everything for the Marocco Estates Subdivision.

If you have any questions, please do not hesitate to call me at 630-0755.

Respectfully Submitted,

Chad Birdsong

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING CERTAIN PUBLIC IMPROVEMENTS IN THE  
MAROCCO ESTATES SUBDIVISION BY THE CITY OF EXCELSIOR SPRINGS,  
MISSOURI**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS,  
MISSOURI, AS FOLLOWS:

**Section 1.** That all of the public improvements of the Marocco Estates Subdivision are hereby accepted.

**Section 2.** The developer shall be responsible for maintenance of said public improvements for a period of one year after this acceptance by the City, in accordance with the City's Subdivision Regulations.

**Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.

**INTRODUCED IN WRITING**, read by title two times, passed and approved this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Mark D. Spohn, Mayor

ATTEST:

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

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

# Granite Re, Inc.

Bond# GRMO56946

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Marocco Estates, LLC | 1502 Tracy Avenue, Excelsior Springs, MO 64024, as Principal

and Granite Re, Inc., a corporation organized under the laws of the State of Minnesota and duly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto:

City of Excelsior Springs, Missouri | 201 E Broadway, Excelsior Springs, MO 64024 in the penal sum of

\*\*\*\* Four Hundred Eighty-Three Thousand, Eight Hundred Eight-Seven Dollars and No/100\*\*\*\*\* \*\*\*\*

(\$ 483,887.00\*\*\*\*\* ) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ enter into a contract with

City of Excelsior Springs, Missouri

for: Marocco Estates Subdivision.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to \*\*\*\*483,887.00\*\*\*\* percent (100%) of the contract price, and to remain in full force and effect for the period of

One Year (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One Year (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Marocco Estates, LLC

Principal

BY: 

Title owner

Granite Re, Inc.

Surety

BY: 

Trevor J Baldwin

, Attorney-in-Fact

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS BARKER; SHANE DAVOLT; MINDY RIPPY; BRIDGET MCQUERREY; TREVOR BALDWIN; PEGGY MARRS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

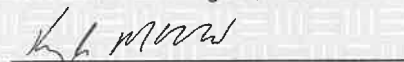
TRAVIS BARKER; SHANE DAVOLT; MINDY RIPPY; BRIDGET MCQUERREY; TREVOR BALDWIN; PEGGY MARRS may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )



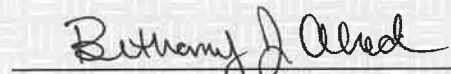
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public

**GRANITE RE, INC.**

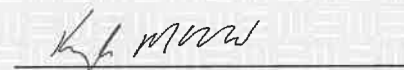
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



  
Kyle P. McDonald, Assistant Secretary



*RICHMOND*  
*904 Walton Way*  
*Richmond, MO 64085*  
*ph. 816-776-6669*  
*fax: 816-470-7111*

*EXCELSIOR SPRINGS*  
*1400 Hospital Drive*  
*Excelsior Springs, MO 64024*  
*ph. 816-637-6669*  
*fax: 816-630-5005*

January 18, 2024

City of Excelsior Springs

Re:     Marocco Estates LLC  
          Mr. and Mrs. Robert McLaughlin

Letter of Guarantee of Funds for Real Estate Development

Dear Sir or Madam,

Please accept this letter of guarantee payment of any check(s) written on the accounts of Marocco Estates LLC or Mr. and Mrs. Robert McLaughlin to the City of Excelsior Springs, Missouri, in the amount of or sum up to Six thousand Seven hundred Fifty Dollars (\$6,750) drawn on their accounts with Community Bank of Missouri for the above referenced real estate development project.

If you should have any questions, please do not hesitate to contact me at 816-776-6669

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Hogan", with a long horizontal flourish extending to the right.

Brad Hogan, Executive Vice President