

# CITY COUNCIL AGENDA

Monday, November 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, November 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, November 4, 2024

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

**CLOSED SESSION Immediately Following Pursuant to Section 610.021.2,  
RSMo.**

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Visitors - This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Regular City Council Meeting of October 21, 2024

## Consideration of Agenda

1. Public Hearing - 353 Tax Abatement for 218 W Excelsior Street
2. Consideration of Redevelopment Agreement for 218 W Excelsior Street - Ordinance No. 24-11-01
3. Consideration of MOU with MU Extension for the Connecting Entrepreneurial Communities Conference - Ordinance No. 24-11-02
4. Consideration of Amendment to the Schedule of Fees, Title 1, Appendix A, of the Municipal Code Related to Community Center Fees - Ordinance No. 24-11-03
5. Consideration of Supporting the Intent to Apply for LWCF Grant for the Boundless BackYard Project - Resolution No. 1532
6. Consideration of Enhanced Enterprise Zone Application - Resolution No. 1533
7. Remarks - City Manager
8. Remarks - City Council
9. Remarks - Mayor

Motion to Close the Meeting Pursuant to Section 610.021.2, RSMo.

10. Adjourn

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

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

**Date and Time of Posting: Thursday, October 31, 2024 at 3:20pm**



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**City Council Meetings**  
**Council Meeting 11/4/2024**

To: Mayor and City Council

From:

Date

RE: Minutes of the Regular City Council Meeting of October 21, 2024

**ATTACHMENTS:**

Description	Type	Upload Date
10/21/24 Regular City Council Meeting Minutes	Cover Memo	10/30/2024

REGULAR CITY COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
October 21, 2024

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, October 21, 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 Ethan Rosenboom 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, Councilman Reggie St. John, and Councilman John McGovern.

Absent: Councilman Gary Renne.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 7, 2024:

Councilman St. John made a motion to approve the minutes of the Regular City Council Meeting of October 7, 2024. Motion was seconded by Councilman McGovern. All in favor; say aye.

                                  All in Favor:     motion carried.

Minutes of the Regular City Council Meeting of October 7, 2024 passed and approved October 21, 2024.

CONSIDERATION OF AGENDA:

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

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

  Nays:   None, motion carried.

The agenda as presented passed and approved October 21, 2024.

PROCLAMATION – BUSINESS WOMEN OF MISSOURI WEEK:

Mayor Spohn read aloud and presented the proclamation for the Business Women of Missouri Week to Courtney Cole and Sonya Morgan.

PUBLIC HEARING – 353 TAX ABATEMENT FOR 115 W EXCELSIOR STREET:

Mayor Spohn read by title the consideration to open the public hearing for the 353 Tax Abatement for the 115 W Excelsior Street redevelopment agreement.

Mayor Pro-Tem Spear motioned to open the Public Hearing regarding the 353 Tax Abatement for the 115 W Excelsior Street redevelopment agreement. Councilman McGovern seconded.

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

Nays: None, motion carried.

The public hearing was opened at 6:08 pm.

There were no comments or questions from the public.

Councilman St. John motioned to close the Public Hearing regarding the 353 Tax Abatement for the 115 W Excelsior Street redevelopment agreement. Councilman McGovern seconded.

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

Nays: None, motion carried.

The public hearing was closed at 6:09 pm.

ORDINANCE NO. 24-10-09, CONSIDERATION OF REDEVELOPMENT AGREEMENT FOR 115 W EXCELSIOR STREET:

Mayor Spohn read by title Ordinance No. 24-10-09.

Laura Mize, Neighborhood Specialist briefed the Council of the Ordinance.

Mayor Pro-Tem Spear made a motion to place Ordinance No. 24-10-09 approving the 115 West Excelsior Street 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 on second reading. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 24-10-09.

Councilman St. John made a motion to approve Ordinance No. 24-10-09 approving the 115 West Excelsior Street 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. Motion was seconded by Councilman McGovern.

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

Nays: None, motion carried.

Ordinance No. 24-10-09 passed and approved October 21, 2024.

RESOLUTION NO. 1531, CONSIDERATION OF CHANGE ORDER REGARDING PRIOR APPROVAL FOR THE PURCHASE OF AMBULANCES:

Mayor Spohn read by title Resolution No. 1531.

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

Councilman McGovern made a motion to approve Resolution No. 1531 approving a change order regarding prior approval for the purchase of ambulances. Motion was seconded by Mayor Pro-Tem Spear.

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

Nays: None, motion carried.

Resolution No. 1531 passed and approved October 21, 2024.

#### SEPTEMBER 2024 REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the consideration.

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

The expenditure lists and payroll from September 2024 and the September revenue report were made available for review.

#### REMARKS – CITY MANAGER AND CITY COUNCIL:

##### City Manager, Molly McGovern:

1. Transmittals include the Keystone Awards nominations to be presented to Clay County. That will be held on Thursday, December 5<sup>th</sup>. There are a combined 20 nominations for Excelsior Springs.

##### Councilman McGovern:

1. It may not be the proper place to discuss medical appointments, but my doctor told me my sugar was too high, so I went home straight to the kitchen and moved it to a lower shelf.

##### Councilman St. John:

1. I see we had two more employees reach 20 plus and 30 plus years with the City; Kimberly Herring and Brian Kennedy. I stand amazed and am glad that people devote a career to Excelsior Springs.
2. With the 353 program and others like NNI that are allowing people to upgrade their homes and lots, it is being noticed and people are talking about it and comments are being made on how good the town looks; very much appreciated.

##### Councilman Renne:

1. Absent.

##### Mayor Pro-Tem Spear:

1. Nothing else to add this evening.

##### Mayor Spohn:

1. It was great to participate at the Trunk or Treat event at the Community Center on Saturday evening. There were 960 kids, 29 trunks, and the line started at 6 o'clock and we finished handing out candy at

8:05pm. Great time and it is always good when the community turns out in mass to support something that we are having; appreciate everyone involved and the community's attendance.

MOTION TO ADJOURN:

Councilman St. John made a motion to adjourn the Regular City Council Meeting of October 21, 2024. Mayor Pro-Tem Spear seconded. There was no discussion.

All in favor; motion carried.

The Regular City Council Meeting of October 21, 2024 adjourned at 6:21 pm.

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MARK D. SPOHN, MAYOR

ATTEST:

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SHANNON STROUD, CITY CLERK





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**City Council Meetings**  
**Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 10/29/2024  
RE: Public Hearing - 353 Tax Abatement for 218 W Excelsior Street

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Tax Impact Analysis	Cover Memo	10/30/2024

Estimated Taxes To Be Abated (10 years)													
Taxing Entity	State Levy	Clay County Services	County Handicap	County Mental Health	County Senior Citizens	County Health	Library District	School District	City General Fund	City Parks & Recreation	City Hospital	County Sur Tax	
% of tax rate:	0.004345307	0.003621089	0.014035342	0.01170336	0.005837196	0.01170336	0.042163963	0.75698146	0.08108343	0.045683662	0.022841831	0	
Year													
2025	\$10.46	\$8.72	\$33.80	\$28.18	\$14.06	\$28.18	\$101.53	\$1,822.79	\$195.25	\$110.01	\$55.00	\$0.00	\$2,407.98
2026	\$10.67	\$8.89	\$34.47	\$28.75	\$14.34	\$28.75	\$103.56	\$1,859.25	\$199.15	\$112.21	\$56.10	\$0.00	\$2,456.14
2027	\$10.67	\$8.89	\$34.47	\$28.75	\$14.34	\$28.75	\$103.56	\$1,859.25	\$199.15	\$112.21	\$56.10	\$0.00	\$2,456.14
2028	\$10.89	\$9.07	\$35.16	\$29.32	\$14.62	\$29.32	\$105.63	\$1,896.43	\$203.14	\$114.45	\$57.22	\$0.00	\$2,505.26
2029	\$10.89	\$9.07	\$35.16	\$29.32	\$14.62	\$29.32	\$105.63	\$1,896.43	\$203.14	\$114.45	\$57.22	\$0.00	\$2,505.26
2030	\$11.10	\$9.25	\$35.87	\$29.91	\$14.92	\$29.91	\$107.74	\$1,934.36	\$207.20	\$116.74	\$58.37	\$0.00	\$2,555.36
2031	\$11.10	\$9.25	\$35.87	\$29.91	\$14.92	\$29.91	\$107.74	\$1,934.36	\$207.20	\$116.74	\$58.37	\$0.00	\$2,555.36
2032	\$11.33	\$9.44	\$36.58	\$30.50	\$15.21	\$30.50	\$109.90	\$1,973.05	\$211.34	\$119.07	\$59.54	\$0.00	\$2,606.47
2033	\$11.33	\$9.44	\$36.58	\$30.50	\$15.21	\$30.50	\$109.90	\$1,973.05	\$211.34	\$119.07	\$59.54	\$0.00	\$2,606.47
2034	\$11.55	\$9.63	\$37.31	\$31.11	\$15.52	\$31.11	\$112.10	\$2,012.51	\$215.57	\$121.45	\$60.73	\$0.00	\$2,658.60
Total:	\$109.99	\$91.66	\$355.28	\$296.25	\$147.76	\$296.25	\$1,067.30	\$19,161.50	\$2,052.47	\$1,156.39	\$578.20	\$0.00	\$25,313.04



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**City Council Meetings**  
**Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Laura Mize, Neighborhood Specialist  
Date: 10/29/2024  
RE: Consideration of Redevelopment Agreement for 218 W Excelsior Street - Ordinance  
No. 24-11-01

Laura Mize, Neighborhood Specialist

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter - Staff Report	Cover Memo	10/30/2024
Ordinance & Agreement	Ordinance	10/30/2024

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



November 4, 2024

**To:** Mayor and Council Members  
Excelsior Springs City Council

**Re:** An application by George Moon for a Chapter 353 Tax Abatement for improvements being made to 218 W Excelsior St.

**Historic District:** Hall of Waters District

**Background:** This house, built in 1925, has long and colorful history. The current owner, Mr. George Moon, is receiving assistance from Northland Neighborhoods, Inc. as part of the City of Excelsior Springs Minor Home Repair Program. This house is a contributing structure in the Hall of Waters Historic District. The Historic Preservation Commission has reviewed and approved the replacement windows. City staff has approved the re-roof. HPC Certificate of Appropriateness applications for the remainder of the items are pending.

The applicant is requesting a Chapter 353 Tax Abatement for improvements to this property. Improvements will include a replacement roof, replacement windows, mini-splits, porch demolition, installation of deck and stairs, repair/replacement of side porch overhang, installation of gutters, replacement of 4 doors, installation of beam under floor, drywall and ceiling repair. City staff will ensure that all work is done according to building code and according to historic design guidelines.

**Staff Review:** Projected expenditures for this project are \$61,275.00. As per the Residential Guidelines for Chapter 353 Projects, this project meets requirements for tax abatement at 100% for ten (10) years or for the cost of improvements, whichever comes first. Remediation of all blight must be accomplished before final application for abatement is approved.

Respectfully Submitted,  
Laura Mize  
Neighborhood Specialist

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

AN ORDINANCE APPROVING THE 218 W EXCELSIOR STREET 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 218 West Excelsior Street. 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 218 West Excelsior Street 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 218 West Excelsior Street 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 218 West Excelsior Street 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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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 218 West Excelsior Street  
Redevelopment Project**

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

**218 WEST EXCELSIOR STREET 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:

**218 West Excelsior Street.** Applicant/Owner: George Moon. This project consists of a re-roof, replacement windows, mini-splits, back porch demolition, installation of deck and stairs, repair of side porch and overhang, installation of gutters, replacement doors, installation of beam under floor, drywall and ceiling repair, and interior modifications. The projected expenditures are \$61,275.00. 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 218 Louis Avenue Redevelopment Project qualifies for tax abatement under the Residential Guidelines 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

### 218 WEST EXCELSIOR STREET REDEVELOPMENT PROJECT

**THIS 353 REDEVELOPMENT AGREEMENT**, entered into this 4th day of November, 2024 (“Agreement”) by and among the CITY OF EXCELSIOR SPRINGS, MISSOURI (“City”), EXCELSIOR SPRINGS REDEVELOPMENT CORPORATION (“Redevelopment Corporation”), and George Moon, 218 W Excelsior Street, Excelsior Springs, MO, (“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 218 West Excelsior Street Redevelopment Project (“Redevelopment Project”) as legally described in Exhibit “A”, attached and incorporated by this reference. The Project Description is attached to this Agreement as Exhibit “B” and incorporated by this reference.

#### RECITALS

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

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

1. Items incorporated into this Agreement. The provisions of Chapter 353, the provisions of the Ordinance, and the Development Plan are incorporated into this Agreement in their entirety.
2. Redevelopment Area: Project. The real property subject in the Development Plan and the Redevelopment Project is more specifically described in Exhibit "A" attached to and incorporated by this reference into this Agreement ("Redevelopment Project Area"). The term "Project" refers to the 218 W Excelsior Street Redevelopment Project which is more specifically described in Exhibit "B" attached to this Agreement.
3. Developer and Owner Control. Except as specifically provided in the Development Plan or this Agreement, Redevelopment Corporation and Redevelopment Project Owner will have complete and exclusive control over the implementation of the Redevelopment Project and the management and operation of the Redevelopment Project.
4. Redevelopment Project Phases. The Redevelopment Project will be implemented in one Phase.
5. Delays/Extensions. Redevelopment Project Owner will implement the Redevelopment Project with due diligence in performing each and every act required of it under the Development Plan and this Agreement. The times within which development activities are to begin or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Redevelopment Project Owner or not caused or contributed to by Owner, including, without limitation, construction delays, strikes, lockouts, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisitions of or use of materials, litigation challenging the rights of Owner, the Redevelopment Corporation or the City, delays by the City, by County, State or Federal governments, or failure to obtain required permits or approvals of City boards, documents and commissions within the project time frame.
6. Notice of Delay. Owner must provide timely written notice to the Redevelopment Corporation and the City of any delay before the end of the period, or extension thereof, in which the action was to have been taken or completed. The notice must explain in detail the reason for the delay and the estimated date by which the action will be performed or started.
7. Extensions of Time. In addition to any extension under Section 5 of this Agreement, and upon written request from Owner, the Redevelopment Corporation and the City may grant extensions to time periods in which certain performances are to be undertaken by Owner.
8. Performance for Benefit of Redevelopment Corporation/City. If Owner fails to meet any time limits, as extended, for starting or completing any activity, or performing other obligations,

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

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

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

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

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

12. City Access to Development Project. During the term of this Agreement, Owner will cooperate with and permit access to the Redevelopment Project Area for inspection purposes to determine compliance with Excelsior Springs' ordinances and this Agreement by the City's agents, representatives, or other officials of the City during business hours and upon reasonable notice.
13. Redevelopment Corporation and City Actions. The Redevelopment Corporation and the City will cooperate with Owner in carrying out the Development Plan and this Agreement. The Redevelopment Corporation and the City will use due diligence in performing all acts required of it under the Development Plan and Agreement.
14. Tax Abatement.
  - a. Ten Years. The Redevelopment Area is comprised of a single County tax parcel (ID# 12311001800500) which contains one addressed improvement 218 West Excelsior Street, Excelsior Springs, Missouri. Accordingly, the Redevelopment Project Area as legally described in Exhibit "A" shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State or any political subdivision thereof, for a period of ten (10) years after the date that the Redevelopment Corporation becomes the owner of the Redevelopment Project Area except to such extent and in such amount as may be imposed upon the Redevelopment Project Area during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvement, as was determined by the Assessor of Clay County, Missouri ("Assessor"), for real property taxes due and payable thereon during the calendar year preceding the calendar year during which Redevelopment Corporation acquired title to the Redevelopment Project Area. The amount of such tax assessments shall not be increased during said ten (10) years period so long as the Redevelopment Project Area is used in accordance with the Development Plan.
  - b. Subsequent Three Years. ~~After the ten (10) year period above described, and for the next ensuing period of three (3) years, ad valorem taxes upon the real property in the Redevelopment Project Area shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property including any improvement thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of three (3) years, so long as the real~~

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

- c. Unilateral Termination of Tax Abatement. The tax abatement rights described herein in subsections (a) and (b) of this Section 14 shall be unilaterally terminated by the City prior to the expiration of the ten-year tax abatement period described above if the cumulative value of the tax abatement equals or exceeds the Eligible Project Costs in the amount of \$61,275.00. The City shall provide written notification to the Owner and the Redevelopment Corporation at such time as the City has determined that the tax abatement has equaled or exceeded the amount of this amount prior to terminating the tax abatement with the County Assessor.
- d. Full Assessment-Election to Opt Out After Completion. After the ten-year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be subject to assessments by the Assessor and payment of all ad valorem taxes, including, but not limited to City, State and County taxes, based on the full true value of the Redevelopment Project Area and the standard assessment ration then in use for similar real property by the Assessor. Furthermore, after the ten (10) year period provided in Section 14(a) and (b) above, the Redevelopment Project Area shall be owned and operated by the Owner free from the conditions, restrictions, and provisions of Chapter 353, the Ordinance, the Development Plan, and this Agreement.

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

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

to the real property so sold or otherwise disposed of, to any purchaser or transferee of the Redevelopment Project Area so long as such purchaser or transferee shall continue to use, operate and maintain the Redevelopment Project Area in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, including the earnings limitations contained in Section 16 of this Agreement.

- f. Breach or Withdrawal. If (i) The City terminates this Agreement under Section 9 above, or (ii) any portion of this Redevelopment Project Area receiving tax abatement is not used, operated, and maintained in accordance with Chapter 353, the Development Plan, this Agreement and the Ordinance, that portion of the Redevelopment Project Area will be assessed for ad valorem taxes at the then full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, the Development Plan, this Agreement and the Ordinance.

15. Transfer of Redevelopment Project Area to Redevelopment Corporation. Upon the issuance of a Certificate of Completion by the City as provided in Section 17 herein, the Owner shall execute a Quit Claim Deed to the Redevelopment Corporation transferring the Redevelopment Project Area to the Redevelopment Corporation to initiate the tax abatement provided in Section 14 hereof. Subsequently, the Redevelopment Corporation shall execute a Quit Claim Deed transferring the Redevelopment Project Area back to the Owner. Both deeds shall be recorded together with the deed from the Owner recorded first and the deed from the Redevelopment Corporation recorded second.
16. Earnings Limitations on Development. Redevelopment Corporation's net earnings from development area limited as provided in Section 353.030. Redevelopment Corporation will comply in all respects with net earnings from time to time provided by and allowed by applicable law may be held by Redevelopment Corporation as a reserve for maintenance of the allowable rate of return in the future and may be used by Redevelopment Corporation to offset any deficiency in the rate of return when may have occurred in prior years; or may be used to accelerate any and all amortization payments; or may be used of the enlargement of the Development; or may be used for the reduction of any rentals within the Development.
17. Certificate of Completion. Owner will request, in writing, after completion of the Redevelopment Project, that the City issue a Certificate of Completion for the Redevelopment Project. Upon receipt of such request by the City, and after the City Manager conducts her/his investigations and makes her/his recommendations, the City Council will consider the matter and, if Owner have substantially completed the Redevelopment Project in

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

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

If to the City:

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

If to the Redevelopment Corporation:

Excelsior Springs Redevelopment Corporation  
c/o City Manager



201 E. Broadway  
Excelsior Springs, MO 64024

If to Owner:

George Moon  
218 W Excelsior St  
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**

**LEGAL DESCRIPTION**

All of Lot 3, Block 3, in THE ORIGINAL TOWN, NOW CITY OF EXCELSIOR SPRINGS, Missouri, EXCEPT 16 inches off the West side of lot, in Excelsior Springs, Clay County, Missouri, according to the recorded plat thereof.

## **EXHIBIT B**

### **SCOPE OF WORK**

1. Re-roof
2. Replace windows
3. Install mini-splits
4. Porch demolition
5. Install deck and stairs
6. Repair/replace side porch and overhang
7. Install gutters
8. Replace doors
9. Install beam under floor
10. Drywall, ceiling repair



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**Economic Development  
Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Melinda Mehaffy, Director of Economic Development  
Date: 10/30/2024  
RE: Consideration of MOU with MU Extension for the Connecting Entrepreneurial  
Communities Conference - Ordinance No. 24-11-02

Melinda Mehaffy, Director of Economic Development

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	10/30/2024
MOU w/ MU Extension for CEC Conferene	Exhibit	10/30/2024

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

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH MU EXTENSION FOR THE CONNECTING ENTREPRENEURIAL COMMUNITIES CONFERENCE

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

**SECTION 1.** That the City Manager is hereby authorized to execute on behalf of the City of Excelsior Springs, Missouri the Memorandum of Understanding for the Connecting Entrepreneurial Communities conference between The Curators of the University of Missouri on behalf of MU Extension and the City of Excelsior Springs, Missouri, which is attached hereto as Exhibit A and incorporated herein.

**SECTION 2.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY OF EXCELSIOR SPRINGS, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

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

ATTEST:

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

REVIEWED BY:

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

**EXHIBIT A**  
**MEMORANDUM OF UNDERSTANDING**

[see attached]

# CONNECTING ENTREPRENEURIAL COMMUNITIES



## Memorandum of Understanding (MOU)

### Between MU Extension and (*partner entity*)

**Purpose:** This MOU establishes the terms of collaboration between The Curators of the University of Missouri on behalf of MU Extension and (*partner entity*) for the successful organization and execution of the "Connecting Entrepreneurial Communities (CEC)" conference to be held in Excelsior Springs, Missouri, (*dates*) September 2025.

**Background:** The CEC conference aims to promote economic growth across rural communities in Missouri by fostering a culture of entrepreneurship. By hosting the conference, Excelsior Springs will have an opportunity to showcase its charm, gain economic benefits, network with potential partners, and make a long-term impact on local entrepreneurship.

### Responsibilities of the Parties:

#### 1) Local Organizing Committee (Local Team):

##### a) Administration:

- i) Ensure diversity and dedication within the Local Team.
- ii) Appoint a chairperson who will act as the main point of contact with MU Extension's CEC team (State team).
- iii) Handle all local logistics, including venue coordination and conference needs.
- iv) Coordinate with local caterers for meals.
- v) Create and distribute local promotional materials and conference packets.

##### b) Venues:

- i) Ensure the availability of a large venue for opening and closing sessions that can accommodate up to 200 attendees and is ADA compliant.
- ii) Secure at least five breakout session venues, which are also ADA compliant.
- iii) Ensure all venues are within walkable distance from one another and have adequate parking.
- iv) Organize an evening networking event at a suitable venue.
- v) Arrange sufficient lodging facilities within the community.

##### c) Financials and Sponsorship:

- i) Secure sponsorship to fulfill financial obligations. The recommended minimum amount based on previous conferences is \$15,000 based on 185 attendees.
- ii) Cover costs related to:



- (1) Presenter gifts for non-University of Missouri attendees (approximately \$20 per gift).
  - (2) Attendee gifts (approximately \$15 per attendee).
  - (3) All pre-conference networking event costs including food and beverages (food and beverage at approximately \$15 per person).
  - (4) All main conference networking event costs including food and beverages (food and beverage at approximately \$15 per person).
  - (5) One breakfast (approximately \$10 per person).
  - (6) Two lunches (approximately \$15 per person).
  - (7) All venue costs.
  - (8) Entertainment.
  - (9) Transport (if supplied).
  - (10) Local advertising and signage.
  - (11) Lanyards for conference attendees.
  - (12) Provide the State Team with a detailed financial report of funds raised and spent each month to be presented at the monthly State Team meeting by the Local Team chairperson.
- d) Marketing and Promotion:
- i) Work with the State Team to develop a marketing strategy and calendar by the end of November 2024.
  - ii) Collaborate with the State Team to provide local content for their broader promotional efforts.
  - iii) Ensure all promotional materials are approved by the State Team Chair and/or MU Extension Integrated Communications & Marketing.
  - iv) Link to existing CEC platforms, including the Facebook, LinkedIn, and any other social media pages established, in own media posts.
  - v) Collaborate with local organizations for event promotion.
  - vi) Engage the local community in various conference activities.
  - vii) Use eye-catching signage and banners in strategic locations around Excelsior Springs leading up to the event.
  - viii) Engage local influencers or community leaders as conference ambassadors to spread the word.

## 2) MU Extension CEC Team (State Team):

- a) Program Creation:
  - i) Select and contact opening and closing keynote speakers.
  - ii) Use a robust and unbiased selection process to select breakout session speakers that align with the conference theme. (Conference theme to be determined by November 8, 2024.)
  - iii) Ensure that one third of the breakout sessions are delivered by speakers from Excelsior Springs and/or Clay County.
- b) Registration and Logistics:
  - i) Implement and manage a conference registration system that delivers a seamless registration process for attendees.
  - ii) Maintain regular communication with conference attendees, before, during and after the conference.

- iii) Work with the Local Team to assign venues for each breakout session based on registration numbers two weeks before the conference begins.
- iv) Run the registration desk at the conference.
- c) Financials:
  - i) Create a budget for the conference by November 8, 2024.
  - ii) Set the conference registration fee and early registration discount amount by November 8, 2024.
  - iii) Provide the Local Team with five complimentary registrations for Local Team members.
  - iv) Provide the Local Team with five complimentary registrations for major sponsors.
  - v) Provide the Local Team with 20 complimentary registrations for volunteers that assist with the running of the conference.
  - vi) Provide breakout session speakers (up to two per session) with complimentary registration.
  - vii) Pay for the following expenses from registration fees received:
    - (a) State Team salary costs.
    - (b) State Team chair's travel to Excelsior Springs for Local Team meetings.
    - (c) Conference accommodation and travel for State Team members.
    - (d) Keynote speaker fees if applicable.
    - (e) Conference registration system and on-site registration costs.
    - (f) Mobile conference application creation and management.
    - (g) Registration credit card fees.
    - (h) Program design and printing costs.
    - (i) Attendee name badges.
- d) Marketing and Promotion:
  - i) Digital Presence:
    - (a) Website: Update the MU Extension website with a dedicated section for the CEC 2025 conference, including event details, registration links, and speaker profiles.
    - (b) Email Campaigns: Send out periodic email blasts to the CEC mailing list. Include event updates, speaker announcements, and early bird registration promotions.
  - ii) Social Media:
    - (a) Regularly post updates on CEC's Facebook, Instagram, and LinkedIn pages.
    - (b) Share behind-the-scenes content, speaker interviews, and testimonials from previous attendees to create buzz.
    - (c) Engage with social media followers.
    - (d) Promote the conference on the CEC Monthly Exchange webinars.
  - iii) Local Engagement:
    - (a) Collaborate with the Local Team to leverage local media outlets for event promotion.
    - (b) Ensure the Local Team has a clear understanding of local content required for statewide promotional efforts.
    - (c) Collaborate with the Local Team to organize community outreach events and webinars leading up to the conference to generate local interest.
  - iv) Content Creation:
    - (a) Develop and share informative guide sheets relevant to the event's theme.
    - (b) Collaborate with confirmed speakers to create teaser content or articles that can be shared on various platforms.

- (c) Create visually appealing infographics highlighting the benefits of attending the conference.
- v) Collaborative Promotion:
  - (a) Work with the Local Team to develop a marketing strategy and calendar by the end of November 2024.
  - (b) Work closely with the Local Team to ensure consistent messaging and branding.
- vi) Feedback and Iteration:
  - (a) Use analytics tools to track website traffic, social media engagement, and registration conversions. Adjust the strategy based on these insights.
- vii) Post-Event Engagement:
  - (1) Share highlights, photos, and testimonials from the conference on all platforms.
  - (2) Conduct post-event surveys to gather feedback for future events.
  - (3) Offer early bird registration or discounts for the next conference to attendees of the 2025 event.

**Terms of Agreement:** Both parties agree to abide by the responsibilities outlined above and work collaboratively to ensure the successful execution of the CEC conference in 2025.

**Duration:** This MOU is effective upon signing and will remain in effect until the conclusion of the CEC conference in 2025.

**Amendments:** Any changes to this MOU must be made in writing and signed by representatives of both parties.

**Signatures:**

\_\_\_\_\_  
 Name, The Curators of the University  
 of Missouri on behalf of MU Extension  
 Date \_\_\_\_\_

\_\_\_\_\_  
 Name, (*partner entity*)  
 City of Excelsior Springs  
 Date \_\_\_\_\_



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**Community Center  
Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Nate Williams, ESPRCC Director  
Date: 10/30/2024  
RE: Consideration of Amendment to the Schedule of Fees, Title 1, Appendix A, of the  
Municipal Code Related to Community Center Fees - Ordinance No. 24-11-03

Nate Williams, ESPRCC Director

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	10/31/2024

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

AN ORDINANCE AMENDING THE SCHEDULE OF FEES, TITLE 1, APPENDIX A, OF  
THE MUNICIPAL CODE RELATED TO COMMUNITY CENTER FEES

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

Section 1. Excelsior Springs Municipal Code Schedule of Fees, Title 1, Appendix A, Community Center, Table A-11 is hereby added to read as follows:

<b>Table A-11 Parks and Recreation &amp; Community Center</b>		
<b>[Effective January 1, 2025]</b>		
<b>Fee Schedule</b>	<b>Fees</b>	<b>Code Reference</b>
Small Gazebo/Shelter		
Open - 2:00 PM	\$20	
2:00 PM - Close	\$30	
All Day Reservation	\$45	
Medium Gazebo/Shelter		
Open - 2:00 PM	\$30	
2:00 PM - Close	\$40	
All Day Reservation	\$60	
Baseball/Softball Field	\$10	
Multipurpose Field	\$10	
Tennis/Basketball Court	\$10	
Field Lighting	\$25	
Entire Park Reservation	\$50	
Rainbow Splash Park		
5:30-7:00 PM Saturday's - resident	\$125	
5:30-7:00 PM Saturday's - non-resident	\$150	
7:30-9:00 PM Saturday's - resident	\$125	
7:30-9:00 PM Saturday's - non-resident	\$150	
5:30-7:00 PM Sunday's - resident	\$125	
5:30-7:00 PM Sunday's - non-resident	\$150	
7:30-9:00 PM Sunday's - resident	\$125	
7:30-9:00 PM Sunday's - non-resident	\$150	
Notes:		
*Recreation Program Fees \$50 City Limits, \$55 Outside City Limits (2024 Pricing)		
*Recreation Program Fees \$55 City Limits, \$60 Outside City Limits (2025 Pricing)		

Membership: Teen Monthly	\$30	
Membership: Teen Annual	\$330	
Membership: Young Adult Monthly	\$35	
Membership: Young Adult Annual	\$385	
Membership: Adult Monthly	\$40.00	
Membership: Adult Annual	\$440.00	
Membership: Senior Monthly	\$35.00	
Membership: Senior (3 mo)	\$105.00	
Membership: Senior (6 mo)	\$210.00	
Membership: Senior (Annual)	\$385.00	
Membership: Couple Monthly	\$55.00	
Membership: Couple Annual	\$605.00	
Membership: Single w/ kid(s) Monthly	\$60.00	
Membership: Single w/ kid(s) Annual	\$660.00	
Membership: Family Monthly	\$70.00	
Membership: Family Annual	\$770.00	
Day Pass: Youth	\$8.00	
Day Pass: Adult	\$12.00	
Day Pass: Senior	\$8.00	
Party Room - 1 Room – per 2 hours	\$150.00	
Party Room - 2 Rooms – per 2 hours	\$225.00	
Community Room - 1 Room – per hour	\$75.00	
Community Room - 2 Rooms – per hour	\$150.00	
Community Room - Kitchen Access –per rental	\$25.00	

Section 2. 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 this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

REVIEWED BY:

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



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**Parks and Recreation  
Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Nate Williams, ESPRCC Director  
Date: 10/29/2024  
RE: Consideration of Supporting the Intent to Apply for LWCF Grant for the Boundless BackYard Project - Resolution No. 1532

Nate Williams, ESPRCC Director

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter - LWCF Grant	Cover Memo	10/29/2024
Res of Support - LWCF Grant for Boundless BackYard	Cover Memo	10/29/2024



# EXCELSIOR SPRINGS

PARKS • RECREATION • COMMUNITY CENTER • WELLNESS

**Parks, Recreation and Community Center Department**  
500 Tiger Drive  
Excelsior Springs, MO 64024

(816) 656-2500

[www.es-prcc.com](http://www.es-prcc.com)

Wednesday, October 30, 2024

To: Mayor and City Council

From: Nate Williams, Director of Parks, Recreation, & Community Center

Re: Resolution of Support for LWCF Grant Application for Boundless BackYard

We are writing to respectfully request the City Council's formal support for the Excelsior Springs Parks and Recreation Department's application for funding through the Land and Water Conservation Fund (LWCF). Our department is seeking this grant to help finance the construction of a new all-abilities playground at Boundless BackYard, an initiative that aligns with our vision of providing accessible and inclusive recreational opportunities for all members of our community.

The Boundless BackYard playground will serve as a fully inclusive, multi-sensory, and barrier-free play space designed to meet the needs of children and individuals of all abilities, including those with physical, developmental, and sensory disabilities. This project represents a critical step toward ensuring that every child and family in Excelsior Springs and the surrounding areas have access to safe, enjoyable, and enriching recreational opportunities, regardless of their abilities.

The LWCF has a long-standing tradition of funding projects that enhance public outdoor spaces, and this grant will allow us to build a playground that exceeds the standards of accessibility and inclusion. It will become a flagship project in our city's parks system and will benefit countless children and families in our community and surrounding areas.

To strengthen our application for this highly competitive grant, we are seeking a formal resolution of support from the City Council. Your endorsement will not only demonstrate our city's unified commitment to the creation of this all-abilities playground but will also significantly enhance our chances of securing the necessary funding to bring this project to life.

Respectfully submitted for Mayor and City Council approval.

Nate Williams, CPRP, AFO  
Director of Parks, Recreation and Community Center



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

**A RESOLUTION SUPPORTING THE INTENT TO APPLY FOR A LAND AND WATER CONSERVATION FUND GRANT FOR THE BOUNDLESS BACKYARD PROJECT AND COMMITTING TO THE COMPLETION OF THE PROJECT AS SET FORTH IN THE GRANT REQUIREMENTS, IF AWARDED.**

**WHEREAS**, the Land and Water Conservation Fund (LWCF) is accepting grant applications within their grant guidelines; and,

**WHEREAS**, the City of Excelsior Springs has an inclusive recreational project that falls within the scope of this grant, and which will further the City's commitment to providing accessible and inclusive recreational opportunities for all members of our community; and

**WHEREAS**, the Land and Water Conservation Fund Application requires evidence of community support through a Resolution; and,

**WHEREAS**, the City Council of Excelsior Springs, Missouri, desires to submit an application for this grant for the overall improvement of the parks system of our community.

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

**Section 1.** The City of Excelsior Springs, Missouri, supports and is committed to completing the Boundless Backyard project as set forth in the grant requirements of the Land and Water Conservation Fund, if the grant is awarded to the City for the project.

**Section 2.** The City has the available matching funding required by this grant as well as the capacity to meet the required project completion date for the grant.

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

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

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

ATTEST:

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

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

REVIEWED BY:

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



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**Economic Development  
Council Meeting 11/4/2024**

To: Mayor and City Council  
From: Melinda Mehaffy, Director of Economic Development  
Date: 11/28/2024  
RE: Consideration of Enhanced Enterprise Zone Application - Resolution No. 1533

Melinda Mehaffy, Director of Economic Development

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	11/4/2024
Resolution	Resolution Letter	11/4/2024

**Community Development Department  
Planning & Zoning**

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



TO: City Council  
FROM: Melinda Mehaffy, Economic Development Director  
DATE: November 4, 2024  
RE: KC Machine/Butler Machine LLC Enhanced Enterprise Zone Abatement

The Enhanced Enterprise Zone provides an opportunity for businesses that meet specific NAICS codes or manufacturing types to receive tax abatements when improvements are made to their real property. The abatement policy provides an opportunity for the abatement of ad valorem taxes that are levied or collected on real property.

The abatement level is fifty percent (50%) of the ad valorem taxes only on the improved value. The City has provided that abatement for, typically, ten (10) years. In the past, KC Machine has received abatement of improvements that they have made to their building and those tax abatements are set to end in 2027 according to the County.

KC Machine/Butler Machine LLC is spending \$1,500,000 on this project which includes a 2,900 SF expansion. If for any reason the business closes or has a work stoppage of 30 days, a major reduction in work force or a change in the type of business conducted at the site the abatement would end. This abatement would be set to end ten years following the completion of the project.

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

A RESOLUTION APPROVING REAL PROPERTY TAX ABATEMENT FOR IMPROVEMENTS ON REAL PROPERTY LOCATED AT 505 S. MCCLAREY ROAD WITHIN THE EXCELSIOR SPRINGS ENHANCED ENTERPRISE ZONE, EXCELSIOR SPRINGS, MISSOURI.

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

The City Council hereby approves the Enhance Enterprise Zone application for tax abatement by Butler Machine LLC, for improvements made to the real property located at 505 South McClarey Road, Excelsior Springs, Missouri. The tax abatement granted herein shall be implemented at a level of 50% for ten (10) years.

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

ATTEST:

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

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

REVIEWED BY:

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