

NOTICE OF OPEN MEETING

Public Notice is hereby given that the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri will **conduct a meeting on Monday, December 16, 2024 at 5:45 PM** Hall of Waters Council Chambers, 201 E Broadway, ESMO to consider and act upon the matters on the following agenda and such other matters as they may be presented at the meeting and determined to be appropriate for discussion at that time.

The tentative agenda of this meeting is as follows.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY EXCELSIOR SPRINGS, MISSOURI

AGENDA

December 16, 2024, 5:45 PM



Call to Order

Roll Call

1. Consideration of Termination Agreement - Resolution No. 1538

Comments

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, December 12, 2024 at 3:15pm



City Council Meetings
Council Meeting 12/16/2024

To: Members of the Land Clearance for Redevelopment Authority
From: Melinda Mehaffy, Director of Economic Development
Date 12/12/2024
RE: Consideration of Termination Agreement - Resolution No. 1538

Kim and Gary Sanson have formally requested the cancellation of the East Broadway Redevelopment Agreement due to difficulty in obtaining tax credits and structural concerns regarding the buildings located at 408 and 418 E Broadway. The City of Excelsior Springs, responding to the Sansons' concerns and growing issues about the stability of these structures, engaged Bob D. Campbell, a structural engineering firm, to conduct an inspection of the properties owned by the LCRA.

The structural engineer's assessment raised significant concerns about the stability of both 408 and 418 E Broadway and recommended that these buildings be razed. This recommendation has a direct impact on the East Broadway Redevelopment Agreement and has prompted the Sansons' decision to request its cancellation.

To address these concerns, City staff will pursue grant assistance to cover the necessary abatement and demolition of the buildings. The abatement process will precede demolition activities. The demolition plans have been reviewed and approved by the Historic Preservation Commission (HPC). While the Building Official has the authority to mandate demolition in cases involving life safety concerns without prior HPC approval, City staff prioritized engaging the Commission early in the process to ensure transparency and alignment.

The Sansons continue to own 409 E Broadway, a parcel transferred to them in 2019. They have commenced repairs to the property, with the intention of completing it for sale as a single-family home.

Staff recommends approval of the Sansons' request to cancel the East Broadway Redevelopment Agreement in light of these developments. This decision will allow for necessary safety measures to proceed, ensuring the long-term stability and redevelopment potential of the East Broadway area.

Melinda Mehaffy, Director of Economic Development

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/16/2024
Termination Agreement	Backup Material	12/16/2024

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MUTUAL TERMINATION AGREEMENT WITH
PEPPARD SEED & COMPANY LLC**

Be it Resolved by the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri, as follows:

Section 1. That the Mutual Termination Agreement with Peppard Seed & Company LLC, which is attached in its substantial form and incorporated herein, is hereby approved, and the Chair is authorized to sign on behalf of the LCRA.

Section 2. That the Chair, Secretary, the City Manager, and such other appropriate City officials may act as is necessary, incidental, or expedient to carry out the intent of this Resolution and the authority granted herein.

Section 3. 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.

Mark D. Spohn, Chairman

ATTEST:

Secretary

MUTUAL TERMINATION AGREEMENT

This **Mutual Termination Agreement** (the "Agreement") is entered into by and between the **Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri** ("LCRA"), and **Peppard Seed & Company LLC** ("Developer"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a **Third Amendment to Agreement of Purchase, Sale, and Redevelopment** dated February 21, 2023 (the "Redevelopment Agreement"), which outlined the terms and conditions for the transfer, rehabilitation, and redevelopment of certain properties in Excelsior Springs, Missouri;

WHEREAS, the Redevelopment Agreement divided the redevelopment into multiple phases, including:

- **Phase 1:** 407 E. Broadway (Completed)
- **Phase 2:** 409 E. Broadway (In Progress – roof replaced, partial chimney removal, and some interior work completed; rehabilitation not yet fully completed)
- **Phase 3:** 418 E. Broadway
- **Phase 4:** 408 E. Broadway
- **Phase 5:** 404, 414, and 417 E. Broadway;

WHEREAS, Phase 1 (407 E. Broadway) has been successfully completed by the Developer, and Phase 2 (409 E. Broadway) is underway with significant work completed but not yet fully rehabilitated;

WHEREAS, the Parties now mutually agree that it is in their best interests to terminate the Redevelopment Agreement solely as it pertains to Phases 3 (418 E. Broadway), 4 (408 E. Broadway), and 5 (404, 414, and 417 E. Broadway);

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

TERMS OF AGREEMENT

1. Termination of Obligations for Phases 3 through 5

A. The Parties mutually agree to terminate all rights, obligations, and liabilities under the Redevelopment Agreement solely with respect to:

- **Phase 3:** 418 E. Broadway
- **Phase 4:** 408 E. Broadway
- **Phase 5:** 404, 414, and 417 E. Broadway.

B. The Redevelopment Agreement and all related obligations, rights, and liabilities regarding **Phase 1 (407 E. Broadway)** and **Phase 2 (409 E. Broadway)** shall remain unaffected by this termination and shall continue in full force and effect.

C. All other terms and provisions of the Redevelopment Agreement not expressly terminated herein shall remain in full force and effect.

2. Release of Claims

A. Each Party releases, waives, and forever discharges the other Party from any claims, demands, liabilities, or obligations arising out of or in connection with the termination of **Phases 3 through 5**.

B. This release does not affect any claims or obligations arising from **Phases 1 (407 E. Broadway)** and **Phase 2 (409 E. Broadway)** or any other portions of the Redevelopment Agreement still in effect.

3. Disposition of Properties

A. LCRA shall retain ownership of the following properties:

- **Phase 3:** 418 E. Broadway;
- **Phase 4:** 408 E. Broadway;
- **Phase 5:** 404, 414, and 417 E. Broadway.

B. Developer waives any rights or claims to these properties.

4. Recording of Agreement

This Agreement shall be recorded in the **Clay County Recorder of Deeds Office** to provide public notice of the termination of obligations with respect to Phases 3 through 5.

5. Miscellaneous

A. **Entire Agreement:** This Agreement constitutes the entire understanding of the Parties with respect to the termination of Phases 3 through 5 and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

B. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

C. **Amendments:** No amendment, modification, or supplement to this Agreement shall be valid unless in writing and signed by both Parties.

D. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. **Notices:** All notices required or permitted hereunder shall be delivered in accordance with the Redevelopment Agreement's notice provisions.

F. **Further Assurances:** The Parties agree to execute and deliver such additional documents and to take such further actions as may reasonably be required to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement as of the last date the Agreement is executed by the parties.

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF EXCELSIOR
SPRINGS, MISSOURI**

By: _____
Name: _____
Title: _____
Date: _____

PEPPARD SEED & COMPANY LLC

By: _____
Name: _____
Title: _____
Date: _____