

Chambi, Larisa

From: richard hernandez <richerddhernandez@icloud.com>
Sent: Sunday, September 17, 2023 3:23 PM
To: Public Engagement
Subject: Record Attachments
Attachments: recorderofdeeds.pdf; mechanicslein.pdf; buildingsandhomes.pdf; 2720Jarboe.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Attention City Planning Commission,

Line 3 of the Heritage Urban Renewal plan falsely lists the Westside Neighborhood Association as a proponent of the plan. I've been president of the Westside Neighborhood Association for 5 years. We have never met on or considered the plan, much less endorsed it. I want that section removed.

A number of my members have serious questions and concerns about HEDC and Mr. Zamora. Zamora and his position as CEO of HEDC have a very questionable tract record including the following issues:

- Proposed a \$1.6 million dollar project at 2720 Jarboe, Remains vacant and boarded up.
- Mechanics Lien against HEDC for the 2720 Jarboe project
- 2 dangerous buildings located at ; 1301 -- 1315 Avenida Cesar Chavez
- 4 homes in disrepair
- Tax Liens
- There are no financial records available for HEDC

We ask who is paying for this continuously growing tab, surely not the city of Kansas City. We as a neighborhood could find better use of funds. We ask for an investigation into HEDC's financials. Additionally we ask the City Planning Commission to deny and vote no against the HEDC Heritage Urban Renewal plan.

Attached are several records and images to support our concerns.

Sincerely,

Richard Hernandez

President, Westside Neighborhood Association

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Criteria: Party Name Begins With ZAMORA HELEN;
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Image	Instrument # Book-Page	Date Recorded	Document Type	Name Associated Name	Legal Description	Status
1 View	2006K0002832 0-0	01/13/2006	DEED OF TRUST	[R] ZAMORA HELEN (+) [E] BANK OF AMERICA NA	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811 KC; BLK 1; LT 42-44; E 26'	
2 View	2006E0049035 0-0	06/27/2006	WARRANTY DEED	[E] ZAMORA HELEN (+) [R] ADE TED MICHAEL	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
3 View	2015E0036433 0-0	04/30/2015	RELEASE DT/SATIS OF MTG/RECONVEYANCE	[E] ZAMORA HELEN (+) [R] BANK OF AMERICA NA	LTS 42-44 BLK 1 CONTINUATION OF CONOVER & FOSTERS ADD	
4 View	2016E0046621 0-0	05/26/2016	NOTICE	[R] ZAMORA HELEN (+) [E] WATER SERVICES DEPARTMENT (+)	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
5 View	2017E0100326 0-0	11/06/2017	FINAL SETTLEMENT	[E] ZAMORA HELEN (+) [R] LOPEZ ELIAS G SR ESTATE	CITY KANSAS CITY; SBD LINCOLN PARK 05- 4024 KC; BLK 5; LT 39-39	
6 View	2019E0058141 0-0	07/29/2019	RELEASE OF NOT/LEVY/MOD/CERT	[E] ZAMORA HELEN (+) [R] KANSAS CITY	KANSAS CITY CONOVER & FOSTER'S ADD 02- 1801 KC LT 41 - 45 BLK 3	
7 View	1998K0061616 3315- 1077	11/19/1998	ASSN DEED OF TRUST/ASSN OF MORTGAGE	[R] ZAMORA HELEN T (+) [E] BANK OF NEW YORK	CITY UNKNOWN CODES; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 1; LT 42-44; E 26' OF LTS 42,43 & 44, BLK ONE	M
8 View	2003K0058087 0-0	07/31/2003	DEED OF TRUST	[R] ZAMORA HELEN T (+) [E] FIRST HORIZON HOME LOAN CORPORATION (+)	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811 KC; BLK 1; LT 42-44; E 26'	
9 View	2003K0061656 0-0	08/12/2003	RELEASE DT/SATIS OF MTG/RECONVEYANCE	[E] ZAMORA HELEN T (+) [R] BANK OF NEW YORK (+)	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811 KC; BLK 1; LT 42-44; E 26'	
10 View	2006E0039806 0-0	06/09/2006	DEED OF TRUST	[R] ZAMORA HELEN T (+) [E] BANK OF BELTON	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
11 View	2006E0039807 0-0	06/09/2006	ASSIGNMENT	[R] ZAMORA HELEN T (+) [E] BANK OF BELTON	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
12 View	2006E0049036 0-0	06/27/2006	DEED OF TRUST	[R] ZAMORA HELEN T (+) [E] BANK OF BELTON	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
13 View	2012E0018295 0-0	02/22/2012	STATE TAX LIEN	[R] ZAMORA HELEN T [E] MISSOURI STATE		
14 View	2013E0109375 0-0	10/18/2013	WARRANTY DEED	[E] ZAMORA HELEN T (+) [R] ZAMORA PATRICIA J	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 5; LT 48-50; E 40' SD LTS (+)	
15 View	2015E0057689 0-0	07/02/2015	PARTIAL RELEASE	[E] ZAMORA HELEN T (+) [R] CENTRAL BANK OF THE MIDWEST	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
16 View	2015E0057690 0-0	07/02/2015	PARTIAL RELEASE	[E] ZAMORA HELEN T (+) [R] CENTRAL BANK OF THE MIDWEST	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
17 View	2016E0048292 0-0	06/01/2016	NOTICE	[R] ZAMORA HELEN T (+) [E] WATER SERVICES DEPARTMENT (+)	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811	

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1	View	2006E0049035 0-0	06/27/2006	WARRANTY DEED	[E] ZAMORA PEDRO (+) [R] ADE TED MICHAEL	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
2	View	2013E0081920 0-0	08/02/2013	WARRANTY DEED	[E] ZAMORA PEDRO [R] GDP LLC	CITY UNKNOWN CODES; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 5; LT 48-50; E 50' OF SD LTS	
3	View	2014E0106291 0-0	12/23/2014	WARRANTY DEED	[E] ZAMORA PEDRO [R] GRANT CRAIG D	CITY KANSAS CITY; SBD SUNSET LODGE 08- 3097 KC; LT 99-100; N 10' OF LT 99 & W 30' OF LT 100	
4	View	2014E0106292 0-0	12/23/2014	WARRANTY DEED	[E] ZAMORA PEDRO [R] GRANT CRAIG D	CITY KANSAS CITY; SBD SWOPE PARK HEIGHTS 08-3377 KC; LT 11-11; S 54.79' OF N 185.29'	
5	View	2016E0046621 0-0	05/26/2016	NOTICE	[R] ZAMORA PEDRO (+) [E] WATER SERVICES DEPARTMENT (+)	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
6	View	2019E0058141	07/29/2019	RELEASE OF NOT/LEVY/MOD/CERT	[E] ZAMORA PEDRO (+) [R] KANSAS CITY	KANSAS CITY CONOVER & FOSTER'S ADD 02- 1801 KC LT 41 - 45 BLK 3	
7	View	2019E0101435	12/10/2019	QUIT CLAIM DEED	[E] ZAMORA PEDRO [R] GRANT DEBORAH (+)	UNKNOWN CODES SUNSET LODGE 08-3097 KC LT 99 - 100 E 10' LT 99 & W 30' LT 100	
8	View	2019E0101436	12/10/2019	QUIT CLAIM DEED	[E] ZAMORA PEDRO [R] GRANT DEBORAH (+)	UNKNOWN CODES SWOPE PARK HEIGHTS 08- 3377 KC LT 11 - 11 S54 79 OF N 185.29'	
9	View	2020E0004077	01/15/2020	WARRANTY DEED	[R] ZAMORA PEDRO (+) [E] KC NEXUS PROPERTIES	KANSAS CITY SUNSET LODGE 08-3097 KC LT 99 - 100 PROPERTY 1: E 10' LT 99 & W 30' LT 100 (+)	
10	View	2023E0000431	01/04/2023	LIS PENDENS/NOTICE	[R] ZAMORA PEDRO [E] THE NEW JERSEY AREA HOMESTEADING AUTHORITY	KANSAS CITY CONOVER & FOSTER'S ADD 02- 1801 KC LT 42 - 44 BLK 1 E 26' SD LTS	
11	View	1984K0603137 1292- 2302	03/09/1984	WARRANTY DEED	[E] ZAMORA PEDRO & WF (+) [R] AGUIRRE ALBERTA J (+)	KANSAS CITY CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811 KC LOTS 42 - 42 BLK 1	
12	View	2005K0081213 0-0	12/16/2005	QUIT CLAIM DEED	[E] ZAMORA PEDRO A [R] ZAMORA JESUS JR	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
13	View	2006K0002832 0-0	01/13/2006	DEED OF TRUST	[R] ZAMORA PEDRO A (+) [E] BANK OF AMERICA NA	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD CONTINUATION OF 02-1811 KC; BLK 1; LT 42-44; E 26'	
14	View	2006E0039806 0-0	06/09/2006	DEED OF TRUST	[R] ZAMORA PEDRO A (+) [E] BANK OF BELTON	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
15	View	2006E0039807 0-0	06/09/2006	ASSIGNMENT	[R] ZAMORA PEDRO A (+) [E] BANK OF BELTON	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
16	View	2011E0052511 0-0	06/06/2011	STATE TAX LIEN	[R] ZAMORA PEDRO A [E] MISSOURI STATE		
17	View	2012E0059605	06/04/2012	STATE TAX LIEN	[R] ZAMORA PEDRO A		

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Image	Instrument # Book-Page	Date Recorded	Document Type	Name Associated Name	Legal Description	Status
1 View	2018E0005989		WARRANTY DEED	[E] HEDC AV LLC [R] GUADALUPE CENTERS	KANSAS CITY WHIPPLE'S 2ND ADD RESURVEY 09-1658 KC LT 202 - 202 BLK 2	
2 View	2019E0076741	09/24/2019	WARRANTY DEED	[E] HEDC AV LLC [R] GUADALUPE CENTERS	KANSAS CITY WHIPPLE'S 2ND ADD RESURVEY 09-1658 KC LT 202 - 202 BLK 2	
3 View	2022E0105286	11/28/2022	DEED OF TRUST	[R] HEDC CUE I [E] LEAD BANK	KANSAS CITY TROST'S 2ND ADD 08-4807 KC LT 5 - 5 E 1/2 S 130' N 140'	
4 View	2022E0105287	11/28/2022	ASSIGNMENT	[R] HEDC CUE I [E] LEAD BANK	KANSAS CITY TROST'S 2ND ADD 08-4807 KC LT 5 - 5 E 1/2 S 130' N 140'	
5 View	2016E0028200	04/01/2016	WARRANTY DEED	[E] HEDC-CUE 1 LLC [R] ANDERSON MARIE A	CITY KANSAS CITY; SBD TROST'S 2ND ADD 08-4807 KC; LT 5-5; E 1/2 OF S 130' OF N 140'	
6 View	2016E0028201	04/01/2016	DEED OF TRUST	[R] HEDC-CUE 1 LLC [E] IMPACTO FUND INC	CITY KANSAS CITY; SBD TROST'S 2ND ADD 08-4807 KC; LT 5-5; E 1/2 OF S 130' OF N 140'	
7 View	2019E0025729	04/12/2019	NOTICE MECHANIC LIEN	[R] HEDC-CUE I (+) [E] COMMERCIAL DOORS	CITY KANSAS CITY; SBD TROST'S 2ND ADD 08-4807 KC; LT 5-5; E 1/2 OF S 130' OF N 140'	

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

06/25/2020 3:26 PM

FEE: \$30.00

4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2020E0053648

Book: Page:

Robert T. Kelly, Director, Recorder of Deeds

**FIRST AMENDED
NOTICE OF INTENT TO FILE MECHANIC'S LIEN STATEMENT
PURSUANT TO R.S.Mo. §429.100 and §429.110**

June 22, 2020

GRANTOR/OWNER:

Acebo, LLC, a MO limited liability company
Robin S. Martinez, Registered Agent
1828 Swift, Suite 101
North Kansas City, Missouri 64116

GRANTEE/CLAIMANT:

Contract Services Corporation of America
5881 Raytown Road
Raytown, Missouri 64133

**SUBJECT REAL ESTATE
LEGAL DESCRIPTION:**

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 2, CONOVER AND FOSTERS ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof and generally known as **2720 Jarboe Street, Kansas City, MO 64108** (hereinafter referred to as "Subject Real Estate")

**GENERAL
CONTRACTOR:**

Hispanic Economic Development Corporation,
A/K/A Hispanic Economic Development Corporation of Greater Kansas City, a Missouri corporation, (also claims to be owner of project)
2130 Jefferson Street
Kansas City, MO 64108

and/or

Garcia Construction, LLC, a MO limited liability co.
Martinez Garcia, Pedro Alejandro, Registered Agent
3 Telluride Ct.
St. Peters, MO 63376

and/or

Garcia Construction, LLC
508 W 75th Street
Kansas City, MO 64114

AMOUNT OF CLAIM: **\$302,530.00**

LAST DAY OF WORK: **January 20, 2020.**

You are hereby notified that the undersigned, Contract Services Corporation of America, a Missouri corporation ("Claimant") has due and owing to it the sum of Three Hundred Two Thousand Five Hundred Thirty and 00/100 Dollars (\$302,530.00) for labor, materials, supplies, equipment and incidentals thereto and therefore for the labor, materials, equipment and supplies for the structural steel scope of work and associated trade work on the construction project known as the Center for Urban Enterprise – West Campus, located at 2720 Jarboe Street, Kansas City, Missouri 641108 ("the "Project"). Upon information and belief, the Hispanic Economic Development Corporation, which may also be known as the Hispanic Economic Development Corporation of Greater Kansas City, a Missouri corporation ("General Contractor") was the general contractor for the Project, and possibly the owner of the project, and Garcia Construction, LLC (which may or may not be a registered LLC), may also be the general contractor for the Project, performing pursuant to a contract with Acebo, LLC, a Missouri limited liability company ("Owner"), the fee simple owner of the Subject Real Estate at the time Claimant contracted to perform and did perform its work.

The owner of the fee simple ownership interest during the time Claimant fulfilled its obligations under its contract with the General Contractor and at this present time are all hereinabove set forth according to the best knowledge of Claimant. The real estate and improvements on and in which Claimant performed its scope of work under contract with the General Contractor are legally as follows to-wit:

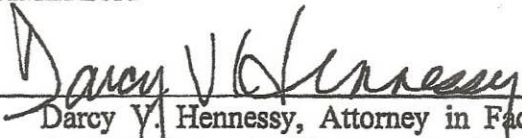
Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 2, CONOVER AND FOSTERS ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof and generally known as 2720 Jarboe Street, Kansas City, MO 64108 (hereinafter referred to as "Subject Real Estate")

You are further notified that unless satisfaction in full is received by Claimant within ten (10) days after receipt of the Notice. Claimant will file a Mechanic's Lien Statement on the above-described property.

Dated this 22^h day of June, 2020.

CONTRACT SERVICES CORPORATION
OF AMERICA

By:


Darcy V. Hennessy, Attorney in Fact and
Authorized Agent of Contract Services
Corporation of America

224 West Maple Avenue

Independence, Missouri 64050

Telephone: (913) 671-7072

Facsimile: (816) 293-3499

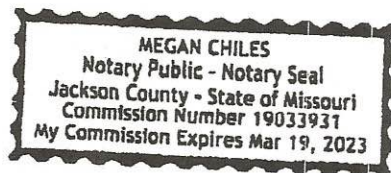
STATE OF MISSOURI
COUNTY OF JACKSON

)
) ss.
)

Subscribed and sworn to before me, this 22 day of June, 2020.

Meg Chiles
Notary Public

My Commission Expires:



1311 W 23rd St

1315 W 23rd St

1301 W 23rd St

Kansas City, Missouri
Google Street View
Sep 2022 See more dates

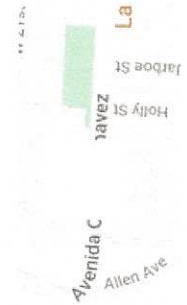


Image capture: Sep 2022 © 2023 Google

2719 W 28th St



Kansas City, Missouri
Google Street View
Sep 2022 See more dates

Google

Image capture: Sep 2022 © 2023 Google



2316 Bellevue Ave



Image capture: Apr 2019 © 2021 Google

Kansas City, Missouri



Street View



2717 W 28th St



Image capture: Mar 2019 © 2021 Google

Kansas City, Missouri



Street View



1013 W 29th St

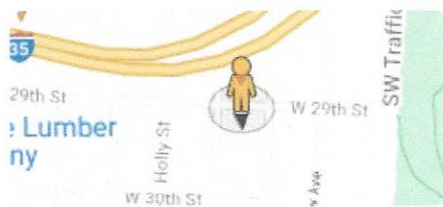


Image capture: Mar 2019 © 2021 Google

Kansas City, Missouri



Street View





Courtesy: Hispanic Economic Development Corporation

The U.S. Department of Commerce is awarding \$1.6 million to the [Hispanic Economic Development Corporation of Greater Kansas City](#), or HEDC.

The grant, announced on Thursday, will be used to renovate an industrial building near

within the local hispanic community, startups often include service industry-related businesses like construction and cleaning, he said, but increasingly the HEDC is seeing need from within such professions as graphic design, marketing and programming.

The Center for Urban Enterprise campus will include an existing 11,000-square-foot building, a former tire storage warehouse. It is expected to be renovated to include a grandstand for small-scale lectures, office space and a multi-purpose theater for lecture series focusing on culture and film. The lower floor of the building will be anchored by five commercial kitchens – one of them Kosher at the request of members of the Jewish community – to provide day-by-the hour, health department-approved commissary space for such businesses as food trucks and caterers.

In addition, a new 7,000-square-foot building is set to be constructed in a lot directly to the west, offering coworking space and a new home for the HEDC's administration. There, entrepreneurs will be able to work face-to-face with staff to learn the tools they need for a sustainable business, Carmona said.

The model is not only focused on entrepreneurship, but we also provide computer literacy training and financial education, so it's bringing a holistic approach to our entrepreneurs," he said. "Because we know that you can't just be focused on a successful business without understanding new technologies and financial practices."

Check out renderings of the new Center for Urban Enterprise below.



2720 Jarboe St., future Center For Urban Enterprise



~~2720~~ Jarboe St

2720 Jarboe St.

Kansas City, Missouri

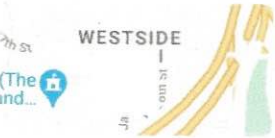
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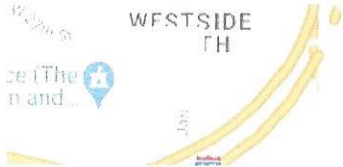
2720 Jarboe St.

Google Street View

Sep 2022



Image capture: Sep 2022 © 2023 Google



September 17, 2023

A NEIGHBOR'S OPPOSITION TO CHP. 99 ON THE WESTSIDE

I've lived on the Westside for over 40 years and recently have watched it be overcome by development that **displaces neighbors; threatens the Mexican Community and demolishes historic housing.**

I OPPOSE CHP. 99 TAX ABATEMENT ON THE WESTSIDE BECAUSE:

CHP. 99 ISN'T NEEDED ON THE WESTSIDE AND DOESN'T SERVE THE PURPOSE OF THE STATUTE

- Hyper development is already happening on the Westside right now
- There are many million dollar houses on the Westside & business is thriving
- Chp. 99 tax abatement is not needed to stimulate development that's already raging

CHP. 99 WOULD MERELY BOOST BUSINESS PROFITS SINCE STIMULUS ISN'T NEEDED

- Profit boosting is not the purpose of Chp. 99

HEDC IS NOT THE BEST ORGANIZATION TO GUIDE DEVELOPMENT & SHOULD STEP AWAY

- Their long-abandoned development at 2620 Jarboe is a neighborhood eyesore

Please vote no on this Westside Chp. 99 plan. It's a wasteful diversion of taxes into boosting business profits; doesn't serve the Westside or the purpose of the Chp. 99 statute; and shouldn't be administered by HEDC.

Sincerely,

Kathy Kirby
1624 Jefferson

KCMO 64108

**CONTRACT SERVICES CORPORATION
OF AMERICA,**

Plaintiff,

vs.

**HISPANIC ECONOMIC DEVELOPMENT
CORPORATION OF AMERICA
AND
ACEBO, LLC,**

Defendants.

Division:

COMES NOW, the plaintiff, Contract Services Corporation of America, (“CSCA” or “plaintiff”), by and through its counsel of record, and for its Petition to Enforce Lien and Breach of Contract, states and claims as follows:

1. CSCA is a Missouri corporation in good standing.
2. Defendant Acebo, LLC (“Acebo”) is a Missouri limited liability company, and may be served through its registered agent, Robin S. Martinez, at 1828 Swift, Suite 101, North Kansas City, Missouri 64116.
3. Defendant Hispanic Economic Development Corporation of Greater Kansas City, also known as Hispanic Economic Development Corporation of Greater Kansas City (“HEDC”), is a Missouri corporation in good standing, and may be served through its registered agent, Belinda Harrison, registered agent, at 1722 Holly Street, Kansas City, Missouri 64108.

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court as plaintiff and each defendant identified hereinabove was doing business in Kansas City, Jackson County, Missouri at all times relevant and/or because the real property and improvements which are the subject of this lawsuit is situated in Jackson County, Missouri, at 2720 Jarboe Street, Kansas City, Missouri 64108 (the "Property").

5. Venue is proper in this Court because the property at issue is located in Kansas City, Jackson County, Missouri.

FACTS COMMON TO ALL COUNTS

6. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 5, above, as if fully set forth herein.

7. Upon information and belief, and at all times relevant hereto, CSCA has been the fee simple owner of the Property.

8. Upon information and belief, Acebo is wholly owned by HEDC and HEDC is the sole member of Acebo.

9. Upon information and belief, Acebo's fee simple ownership of the Property is not subject to any other encumbrances or apparent interests.

10. On or about August 5, 2019, HEDC, acting as the representative and agent of Acebo, and with Acebo's express knowledge of the same, entered into an agreement (the "Contract") with plaintiff for plaintiff to act as the general contractor for a commercial construction project located at or upon the Property and known as the Center for Urban Enterprise – West Campus (the "Project"). A copy of the Contract is attached hereto as Exhibit "A".

11. The plaintiff's scope of work included, but is not limited to, the structural steel and miscellaneous steel, for the construction of the Project ("Work").

12. Garcia Construction, LLC, ("Garcia") is a fictitious name for either Garcia Architecture, LLC, a Kansas limited liability company, or, upon information and belief, J.P. Garcia, an individual doing business as Garcia Construction, LLC; although there exists a Missouri limited liability company registered under the name, "Garcia Construction, LLC", upon information and belief, this entity is not the same entity as Garcia.

13. Before August 5, 2019, HEDC, upon information and belief, entered into a contract with Garcia as Construction Manager for the Project, however, Garcia has no contractual relationship with plaintiff.

14. Pursuant to the CSCA Contract, as amended by agreed change orders, HEDC/Acebo agreed to pay CSCA the fixed sum of \$765,840.00, subject to additions and deletions, as provided by the Contract, for CSCA's Work on the Project.

15. CSCA partially performed the Work required and requested of it by HEDC/Acebo in the amount of, and with a reasonable value of, \$302,530.00, pursuant to the CSCA Contract, but HEDC/Acebo has failed and refused, and continues to fail and refuse, to pay CSCA for such Work on the Project.

16. Plaintiff's last delivery to the Project occurred on January 20, 2020; plaintiff continued Work, and, at the direction of HEDC/Acebo, plaintiff stored Work materials, and continues to store said Work materials, specifically and specially made for the Project, at plaintiff's premises.

17. In March, 2020, defendant informed plaintiff it had no funding to pay for the Project, and that it was unable to pay plaintiff for its Work; thereafter plaintiff stopped Work.

18. As of December 30, 2020, CSCA is owed the principal amount of \$302,530.00, plus interest and attorney's fees as provided in the CSCA Contract.

COUNT I
ENFORCEMENT AND FORECLOSURE OF H20'S
MECHANIC'S LIEN #2016-MCO3604
[Against All Defendants]

19. Plaintiff CSCA incorporates by reference as if fully set forth herein Paragraphs 1 through 18 of its Petition.

20. On or about August 5, 2019, CSCA entered into an agreement with HEDC as agent and representative of Acebo (the "Contract") whereby CSCA agreed to provide certain work, labor, materials, supplies, equipment, fixtures, incidentals and/or machinery integral to the Project for the structural and miscellaneous steel for the Project (the "Work") in exchange for payment therefor. A copy of the CSCA Contract is attached as Exhibit A and incorporated by reference as if fully set forth herein.

21. HEDC entered into the Contract with the express knowledge and involvement of Acebo, and for which the entire value of the Project and Contract would benefit Acebo; and, the Property cannot be used for the purposes intended, without the improvements made by the Work.

22. HEDC/Acebo's failure to pay CSCA in full for its Work on the Project, and admission that it would not have the funds to timely pay for the Work, is a breach of the CSCA Contract.

23. As a direct result of HEDC/Acebo's breach(es) of the CSCA Contract, CSCA has incurred damages in the principal amount of \$302,530.00, and represents the fair and reasonable value of the Work.

24. Pursuant to the CSCA Contract, CSCA is entitled to collect its attorneys' fees, costs, and expenses incurred as a result of this action.

25. On May 1, 2020, CSCA filed its notice of intent to file a mechanic's lien (and an amended notice of intent), and properly served the owner thereafter as reflected in its CSCA's Mechanic's Lien Statement (attached as part of Exhibit "B" hereto).

26. On June 22, 2020, CSCA filed its amended notice of intent to file a mechanic's lien, and properly served the owner thereafter as reflected in its CSCA's Mechanic's Lien Statement (attached as Exhibit "B", hereto).

27. On July 7, 2020, CSCA timely and properly filed its CSCA Mechanic's Lien Statement, Case No. 2016- MCO3604, attached hereto as Exhibit "B", and incorporated by reference herein (heretofore and hereafter referred to as "CSCA Mechanic's Lien Statement").

28. The CSCA Mechanic's Lien Statement contains a true and accurate itemized statement of the account, the description of the Property, and the names of the owners of the real estate and improvements, all verified by affidavit.

WHEREFORE, plaintiff Contract Services Corporation of America prays for judgment in its favor and against the Hispanic Economic Development Corporation of Greater Kansas City, Acebo, LLC, and all other interest holders, if any exist, in the principal amount of \$302,530.00, plus pre- and post-judgment interest at the maximum allowable rate, plus the attorneys' fees, costs and expenses incurred by CSCA herein. CSCA further prays for the judgment to be declared a special lien upon prays that such judgment be declared a special lien and judgment upon the premises, including the appurtenances thereon, and all interests, and prays that this Court fully herein determine the rights, claims, liens and priorities of the various parties, and that this Court enforce the rights, claims and interests of the various parties hereto, and order a sale of the premises and marshal and apply and distribute the proceeds arising from such sale of the premises and improvements according to the rights, interests and priorities of the various parties to this action,

and for such other orders, judgments, decrees and relief as the court may deem just and proper in the premises.

COUNT II – BREACH OF CONTRACT
[Against HEDC/Acebo]

29. Plaintiff CSCA incorporates by reference as if fully set forth herein Paragraphs 1 through 28 of its Petition.

30. CSCA entered into an agreement (the “CSCA Contract”) with HEDC/Acebo whereby CSCA agreed to provide the Work described herein and more fully described in the CSCS Mechanic’s Lien Statement in exchange for payment from HEDC/Acebo therefor. See Exhibit “A” 1 hereto.

31. HEDC/Acebo has failed and refused to pay CSCA in full for its Work on the Project.

32. HEDC/Acebo’s failure to pay CSCA in full for its Work on the Project is a breach of the CSCA Contract.

33. As a direct result of HEDC/Acebo’s breach(es) of the CSCA Contract, CSCA has incurred damages in the principal amount of \$302,530.00. See Exhibits to the CSCA Mechanic’s Lien Statement, Exhibit “B”.

34. Pursuant to the CSCA Contract, CSCA is entitled to collect its attorneys’ fees, costs, and expenses incurred as a result of this action.

WHEREFORE, Plaintiff Contract Services Corporation of America prays for judgment in its favor and against defendant the Hispanic Economic Development Corporation of Greater Kansas City and Acebo, LLC, in the principal amount of \$302,530.00, plus interest at the maximum allowable rate, plus all attorneys’ fees, costs and expenses incurred by plaintiff herein, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT III – QUANTUM MERUIT/UNJUST ENRICHMENT
[Against Acebo/HEDC]

35. Plaintiff CSCA incorporates by reference as if fully set forth herein Paragraphs 1 through 34 of its Petition.

36. At the request and direction of HEDC/Acebo, CSCA provided the structural and miscellaneous steel Work for the Project as is more fully described in Exhibit A hereto.

37. The Work provided by CSCA was performed on the Project, or specially made for the Project and the Property, to the benefit of HEDC/Acebo.

38. The fair and reasonable value of the Work performed by CSCA for which CSCA has not been paid is the principal amount of \$302,530.00.

39. HEDC/Acebo acknowledged and accepted CSCA's Work on the Project and the Property under circumstances that would unjustly enriched HEDC/Acebo if they were not required to pay CSCA the fair and reasonable value thereof.

40. As the sums due and owing to CSCA are and have been liquidated since at least June 22, 2020, CSCA is entitled to pre- and post-judgment interest at the maximum allowable rate.

41. By reason of all the aforesaid, CSCA is entitled to judgment in its favor and against HEDC/Acebo in the principal amount of \$302,530.00, plus pre- and post-judgment interest at the maximum allowable rate.

WHEREFORE, Plaintiff Contract Services Corporation of America prays for judgment in its favor and against Defendant Hispanic Economic Development Corporation of Greater Kansas City, and Acebo, LLC, in the principal amount of \$302,530.00, plus interest at the maximum allowable rate, plus all attorneys' fees, costs and expenses incurred by CSCA herein, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IV – VIOLATION OF MISSOURI PROMPT PAYMENT ACT
[Against HEDC/Acebo]

42. Plaintiff CSCA incorporates by reference as if fully set forth herein Paragraphs 1 through 41 of its Petition.

43. Pursuant to §§ 431.180 RSMo., *et seq.* (the “Missouri Prompt Payment Act”), HEDC/Acebo had a duty to pay CSCA all amounts owed to CSCA pursuant to the terms of the CSCA Contract.

44. CSCA provided the Work described herein and more fully described in the CSCA Mechanic’s Lien Statement (Exhibit “B”) pursuant to the terms of the CSCA Contract.

45. CSCA properly invoiced HEDC/Acebo for its Work on the Project pursuant to the CSCA Contract.

46. CSCA has made timely and appropriate demands for all amounts due to it from HEDC/Acebo for the Work on the Project.

47. As of the date of filing of this Petition, HEDC/Acebo has failed and refused to pay CSCA the sum of \$302,530.00 that is owed for Work performed by CSCA pursuant to the CSCA Contract. All amounts due to CSCA from HEDC/Acebo have been due for more than thirty (30) days.

48. HEDC/Acebo’s failure and refusal to pay CSCA pursuant to the terms of the CSCA Contract and upon HEDC/Acebo’s receipt of proper invoices is a violation of the Missouri Prompt Payment Act.

49. Pursuant to the Missouri Prompt Payment Act, CSCA is entitled to judgment in its favor and against HEDC/Acebo for the principal amount due of \$302,530.00, plus interest at the

rate of 1.5% per month from and after June 22, 2020, until the date of payment in full, plus all attorneys' fees, costs and expenses incurred by CSCA in the prosecution of this action.

WHEREFORE, Plaintiff Contract Services Corporation of America prays for judgment in its favor and against Defendant Hispanic Economic Development Corporation of Greater Kansas City and Acebo, LLC, in the principal amount of \$302,530.00, plus interest at the rate of 1.5% per month from and after June 22, 2020, until the date of payment in full, plus all attorneys' fees, costs and expenses incurred by CSCA herein, and for such other and further relief as this Court deems just and proper under the circumstances.

Respectfully submitted,

HENNESSY & GONDRING, P.A.

/s/Darcy V. Hennessy

Darcy V. Hennessy MO 27125

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Independence, MO 64050

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**ATTORNEYS FOR CONTRACT SERVICES
CORPORATION OF AMERICA**

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 5TH AVENUE
NEW YORK 17, N.Y.

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Case No.: 2016-CV26739

Div.: 4

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SATISFACTION OF JUDGMENT

HENNESSY & GONDRING, P.A.

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224 West Maple Avenue
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(913) 671-7099
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CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of July, 2022, I electronically filed the foregoing document with the Clerk of the Court by using the Court's electronic filing system, which served a copy to all parties registered to receive notification.

/s/Darcy V. Hennessy

Attorney for Plaintiff

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

CONTRACT SERVICES CORPORATION
OF AMERICA

Plaintiff,

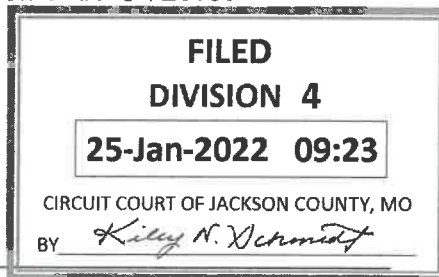
Vs.

HISPANIC ECONOMIC DEVELOPMENT
CORPORATION OF AMERICA, ET AL

Defendants.

Case No.: 2016-CV26739

Div.: 4



CONSENT JUDGMENT AND STAY OF EXECUTION

COME NOW defendant Acebo, LLC, and hereby consents to judgment in favor of plaintiff Contract Services Corporation of America on Count I of plaintiff's Petition for Damages and To Enforce Mechanic's Lien ("Petition"), pursuant to a Settlement Agreement between all parties, the terms of which are consistent with this Consent Judgment and Stay of Execution ("Consent Judgment").

The Court makes the following findings of fact and law:

1. Defendant Hispanic Economic Development Corporation of Greater Kansas City ("HEDC"), acting in its capacity as sole member of Acebo, LLC, a Missouri limited liability company ("Acebo"), entered into a written agreement ("Contract") with plaintiff Contract Services Corporation of America ("CSCA") on or about August 5, 2019, whereby CSCA agreed to provide and install the structural and miscellaneous steel package for the construction Project known as the Center for Urban Enterprise – West Campus, located at 2720 Jarboe Street, Kansas City, Missouri ("the Project").

2. Acebo is the fee simple owner of the Project and real property on which the Project was to be built, commonly known as 2720 Jarboe Street, Kansas City, Missouri 64108, legally described as follows:

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 2, CONOVER AND FOSTERS ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof and generally known as 2720 Jarboe Street, Kansas City, MO 64108 (the "Subject Real Estate").

3. Acebo is wholly owned by HEDC.
4. CSCA did furnish and/or install steel for the Project between August 5, 2019 and about January 31, 2020 ("Work Completed").
5. CSCA has stored a portion of the materials at its premises pursuant to the direction of HEDC; the stored material is specially fabricated material that has no other valuable use, and thus the materials are 'consumed' for the Project and may be included in the Mechanic's Lien Statement, described below.
6. HEDC thereafter informed CSCA it could not pay for the Work Completed, after its financing fell through.
7. HEDC currently owes CSCA the principal sum of \$302,530.00 for the Work Completed.
8. On June 22, 2020, CSCA filed its amended notice of intent to file a mechanic's lien, and properly served the owner thereafter as reflected in its CSCA's Mechanic's Lien Statement.
9. On or about July 8, 2020, CSCA filed its First Amended Mechanic's Lien Statement of Subcontractor in the amount of \$302,530.00, ML No. 2016-MCO3604, against the

Project and Subject Real Estate (the “Mechanic’s Lien Statement”). A copy of the Mechanic’s Lien Statement is attached to CSCA’s Petition; judicial notice is taken of its contents.

10. The CSCA Mechanic’s Lien Statement contains a true and accurate itemized statement of CSCA’s Project account, the description of the Subject Real Estate, and the names of the owners of the real estate and improvements, all verified by affidavit.
11. Thereafter, and within six (6) months, CSCA filed suit to enforce the Mechanic’s Lien Statement, Case Number 2016-CV26739 (the “Lien Enforcement Suit”).
12. The Lien Enforcement Suit contains all facts necessary for the issuance of judgment in its favor of CSCA on Count I, “Enforcement and Foreclosure of [CSCA’s] Mechanic’s Lien #2016-MC03604”.
13. Acebo has agreed to secure CSCA’s unpaid amounts due for the Work Completed by executing a consent judgment and stay of execution for the Mechanic’s Lien Statement (Count I of CSCA’s Petition) in the principal amount of \$302,530.00 (“Consent Judgment”).
14. Defendant owner, Acebo, LLC, and all persons claiming under defendant Acebo, LLC subsequent to the filing of the Mechanic’s Lien with the Circuit Court of Jackson County, Missouri, and in which county the Subject Real Estate is situated, and every person whose conveyance or encumbrance is subsequent, or subsequently recorded, filed, or docketed, is forever barred and foreclosed of all right, claim, lien, or equity of redemption in any part of the real property;
15. Plaintiff is entitled to judgment on its Petition and against defendant Acebo, LLC in the

amount of \$302,530.00 with the Consent Judgment to bear interest at the statutory rate;

16. A stay of execution of this Consent Judgment shall remain in place until May 15, 2022;

17. Unless the defendant Acebo, LLC shall satisfy this judgment in full by May 15, 2022, then plaintiff may execute against this Consent Judgment, including, but not limited to, execution leading to the sale of the Subject Real Estate, in accordance with 429.250, R.S.Mo., from which the proceeds of said sale shall be applied to the principal amount of this Consent Judgment, post-judgment interest and the expenses of sale.

18. Counts II-IV against Acebo, LLC, are dismissed with prejudice. Counts I-IV against HEDC are dismissed with prejudice.

IT IS ORDERED AND DECREED that judgment is entered on Count I of the Petition in plaintiff Contract Services Corporation of America's favor against said defendant Acebo, LLC, in the amount of Three Hundred Thousand Five Hundred Thirty and no/100Dollars (\$302,530.00). Said judgment shall bear interest at the statutory rate of 9% per month until the date of payment in full. Each party to pay their own costs. A stay of execution upon this judgment shall remain until May 15, 2022. Thereafter, upon defendant Acebo, LLC's failure to pay same, let execution issue thereon.

IT IS SO ORDERED.

25-Jan-2022
Dated _____


Judge

Submitted and Approved:

HENNESSY & GONDRING, P.A.

By: /s/ Darcy V. Hennessy

Darcy V. Hennessy MO Bar # 27125

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Attorneys for Plaintiff Contract Services Corporation of America

And

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/s/ Rob A. Redman

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*Attorneys For Defendant Acebo, LLC And
Hispanic Economic Development Corporation
Of Greater Kansas City*

And

ACEBO, LLC

By:

DocuSigned by:

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Pedro Zamora, Executive Director

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

CONTRACT SERVICES CORPORATION OF AMERICA

Plaintiff(s)

vs

Case No. 2016-CV26739

Execution No. 22-EXEC-3777

ACEBO, LLC

Defendant(s)

**NOTICE OF COURT ADMINISTRATOR'S SALE OF REAL ESTATE
(REAL PROPERTY)**

BY VIRTUE AND AUTHORITY of a writ of execution and Judgment dated January 25, 2022, and levy on real estate, at public auction, according to law, issued in the above entitled cause, returnable on July 8, 2022, in favor of Contract Services Corporation of America, judgment creditor(s), and against Acebo, LLC, judgment debtor(s), I have levied upon and seized all the right, title, interest, and estate of said judgment debtor(s), if any, which by law I am authorized to levy upon and sell, of, in and to the following described real estate, in Jackson County, Missouri:

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 2, CONOVER AND FOSTERS ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof and generally known as 2720 Jarboe Street, Kansas City, MO 64108

On August 16, 2022, between the hours of nine o'clock in the morning and five o'clock in the afternoon of that day, at the north front door of the Jackson County Courthouse, 415 E. 12th Street, in Kansas City, Jackson County, Missouri, I will sell publicly by auction, for cash to the highest bidder, all the right, title, interest, and estate of said judgment debtor(s), if any, which by law I am authorized to levy upon and sell, of, in and to said real estate, subject to all prior liens, judgments, and encumbrances, if any, to satisfy said execution and costs.

SALE TO COMMENCE AT 2:00 P.M.

**COURT ADMINISTRATOR
DEPARTMENT OF CIVIL RECORDS
CIRCUIT COURT OF JACKSON COUNTY, MISSOURI**

July 12, 2022

Date

Debra Hollaway

Deputy Court Administrator

