

## Chambi, Larisa

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**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; Showing Records 1 through 20 ( 28 records found as of 01/18/2023 02:21:12 PM [count again](#)) [Click here for Search Instructions](#)

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Image	Instrument # Book-Page	Date Recorded	Document Type	Name Associated Name	Legal Description	Status
<a href="#">View</a>	<a href="#">2006K0002832</a> 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'	
<a href="#">View</a>	<a href="#">2006E0049035</a> 0-0	06/27/2006	WARRANTY DEED	[E] ZAMORA HELEN (+) [R] ADE TED MICHAEL \$1.00	CITY KANSAS CITY; SBD CONOVER & FOSTER'S ADD 02-1801 KC; BLK 3; LT 41-45	
<a href="#">View</a>	<a href="#">2015E0036433</a> 0-0	04/30/2015	RELEASE DT/SATIS OF MTG/RECONVEYANCE	[E] ZAMORA HELEN (+) [R] BANK OF AMERICA NA	LTS 42-44 BLK 1 CONINUATSON OF CONOVER & FOSTERS ADD	
<a href="#">View</a>	<a href="#">2016E0046621</a> 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	
<a href="#">View</a>	<a href="#">2017E0100326</a> 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	
<a href="#">View</a>	<a href="#">2019E0058141</a> 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	
<a href="#">View</a>	<a href="#">1998K0061616</a> 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
<a href="#">View</a>	<a href="#">2003K0058087</a> 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'	
<a href="#">View</a>	<a href="#">2003K0061656</a> 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'	
<a href="#">View</a>	<a href="#">2006E0039806</a> 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	
<a href="#">View</a>	<a href="#">2006E0039807</a> 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	
<a href="#">View</a>	<a href="#">2006E0049036</a> 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	
<a href="#">View</a>	<a href="#">2012E0018295</a> 0-0	02/22/2012	STATE TAX LIEN	[R] ZAMORA HELEN T [E] MISSOURI STATE		
<a href="#">View</a>	<a href="#">2013E0109375</a> 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 (+)	
<a href="#">View</a>	<a href="#">2015E0057689</a> 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	
<a href="#">View</a>	<a href="#">2015E0057690</a> 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	
<a href="#">View</a>	<a href="#">2016E0048292</a> 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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<a href="#">View</a>	<a href="#">2006E0049035</a> 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	
				<i>2713 Jarboe</i>		
<a href="#">View</a>	<a href="#">2013E0081920</a> 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	
				<i># 81000</i>		
<a href="#">View</a>	<a href="#">2014E0106291</a> 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	
				<i>3824 E 68 st</i>		
<a href="#">View</a>	<a href="#">2014E0106292</a> 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'	
				<i>7134 Walroad</i>		
<a href="#">View</a>	<a href="#">2016E0046621</a> 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	
				<i>Notice of Delinquency</i>		
<a href="#">View</a>	<a href="#">2019E0058141</a>	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	
				<i>Water</i>		
<a href="#">View</a>	<a href="#">2019E0101435</a>	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	
				<i>2713 Jarboe</i>		
<a href="#">View</a>	<a href="#">2019E0101436</a>	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'	
				<i>7134 Walroad</i>		
<a href="#">View</a>	<a href="#">2020E0004077</a>	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 (+)	
				<i>3824 E 68 st</i>		
<a href="#">View</a>	<a href="#">2023E0000431</a>	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	
				<i>Notice of LIS Pendens</i>		
				<i>1013 W 29 st</i>		
<a href="#">View</a>	<a href="#">1984K0603137</a> 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 3	
				<i>1013 W 29 st</i>		
<a href="#">View</a>	<a href="#">2005K0081213</a> 0-0	12/16/2005	QUIT CLAIM DEED	[E] ZAMORA PEDRO A [R] ZAMORA JESUS JSR	CITY KANSAS CITY; SBD FAIRMOUNT PARK (KC) (BLKS 1-11) B2/52 KC; BLK 2; LT 8-9	
				<i>2316 Belleview</i>		
<a href="#">View</a>	<a href="#">2006K0002832</a> 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'	
				<i>1013 W 29</i>		
<a href="#">View</a>	<a href="#">2006E0039806</a> 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	
				<i>1013 W 29</i>		
<a href="#">View</a>	<a href="#">2006E0039807</a> 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	
				<i>1013 W 29</i>		
<a href="#">View</a>	<a href="#">2011E0052511</a> 0-0	06/06/2011	STATE TAX LIEN	[R] ZAMORA PEDRO A [E] MISSOURI STATE		
				<i>Back Lien</i>		
				<i>Tax</i>		
<a href="#">View</a>	<a href="#">2012E0059605</a>	06/04/2012	STATE TAX LIEN	[R] ZAMORA PEDRO A		
				<i>1013 W 29</i>		
				<i>14,199.74</i>		

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<a href="#">View</a>	<a href="#">2018E0005989</a>	?	Warranty Deed	[E] HEDC AV LLC [R] GUADALUPE CENTERS	Guadalupe KANSAS CITY WHIPPLE'S 2ND ADD RESURVEY 09-1658 KC LT 202 - 202 BLK 2	
<a href="#">View</a>	<a href="#">2019E0076741</a>	09/24/2019 1722 Holly	WARRANTY DEED	[E] HEDC AV LLC [R] GUADALUPE CENTERS	2130 Jefferson (+) \$10,000 KANSAS CITY WHIPPLE'S 2ND ADD RESURVEY 09-1658 KC LT 202 - 202 BLK 2	
<a href="#">View</a>	<a href="#">2022E0105286</a>	11/28/2022 1722	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'	
<a href="#">View</a>	<a href="#">2022E0105287</a>	11/28/2022 1722 Holly	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'	
<a href="#">View</a>	<a href="#">2016E0028200</a>	04/01/2016	WARRANTY DEED	[E] HEDC-CUE 1 LLC [R] ANDERSON MARIE A	2130 Jefferson Sold Martinez Law Firm CITY KANSAS CITY; SBD TROST'S 2ND ADD 08-4807 KC; LT 5-5; E 1/2 OF S 130' OF N 140'	
<a href="#">View</a>	<a href="#">2016E0028201</a>	04/01/2016	DEED OF TRUST	[R] HEDC-CUE 1 LLC [E] IMPACTO FUND INC	2130 Jefferson Onc-in-the-same Co CITY KANSAS CITY; SBD TROST'S 2ND ADD 08-4807 KC; LT 5-5; E 1/2 OF S 130' OF N 140'	
<a href="#">View</a>	<a href="#">2019E0025729</a>	04/12/2019	NOTICE MECHANIC LIEN	[R] HEDC-CUE I (+) [E] COMMERCIAL DOORS	= mechanic Lien 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 75<sup>th</sup> 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<sup>h</sup> day of June, 2020.

CONTRACT SERVICES CORPORATION  
OF AMERICA

By:

  
Darcy Y. 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

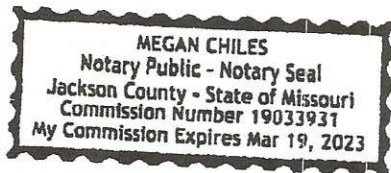
STATE OF MISSOURI  
COUNTY OF JACKSON

)  
) 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 23<sup>rd</sup> St

1301 W 23<sup>rd</sup> 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

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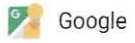


2316 Belleview Ave



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

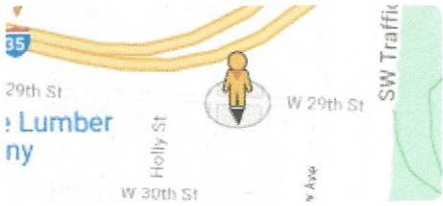


Image capture: Mar 2019 © 2021 Google

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

Google Street View

Oct 2022 See more dates



Google

Image capture: Oct 2022 © 2023 Google





Kansas City, Missouri

2720 Jarboe St.

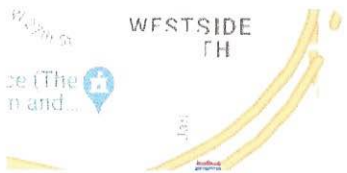
Google Street View

Sep 2022



Google

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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

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

CONTRACT SERVICES CORPORATION )  
OF AMERICA, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
HISPANIC ECONOMIC DEVELOPMENT )  
CORPORATION OF AMERICA )  
AND )  
ACEBO, LLC, )  
 )  
Defendants. )

Case No.:

Division:

PETITION FOR DAMAGES AND TO ENFORCE MECHANIC’S LIEN

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:

PARTIES

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

224 West Maple Avenue

Independence, MO 64050

(913) 671-7099

(816) 709-3821 (facsimile)

dvhennesy@hglawkc.com

**ATTORNEYS FOR CONTRACT SERVICES  
CORPORATION OF AMERICA**



**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

**SATISFACTION OF JUDGMENT**

COMES NOW the Plaintiff, Contract Services Corporation of America, and certifies to the Court that the Judgment in the above captioned cause has been satisfied in full.

HENNESSY & GONDRING, P.A.

/s/Darcy V. Hennessy  
Darcy V. Hennessy MO 27125  
224 West Maple Avenue  
Independence, MO 64050  
(913) 671-7099  
(816) 709-3821 (facsimile)  
dvhennesy@hglawkc.com

**ATTORNEYS FOR CONTRACT SERVICES  
CORPORATION OF AMERICA**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19<sup>th</sup> 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**

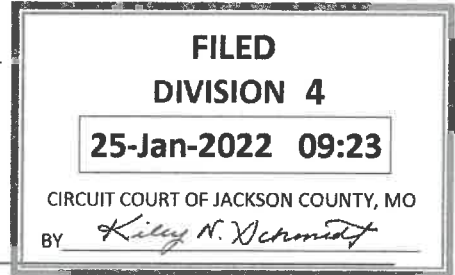


**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

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

3350 NE Ralph Powell Road, Suite 403

Lee's Summit, MO 64064

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*Attorneys for Plaintiff Contract Services Corporation of America*

And

MARTINEZ TOBIN & REDMAN LLC

/s/ Rob A. Redman

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rmartinez@mtrlaw.net

*Attorneys For Defendant Acebo, LLC And*

*Hispanic Economic Development Corporation*

*Of Greater Kansas City*

And

ACEBO, LLC

By:

DocuSigned by:

*Pedro Zamora*

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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. 12<sup>th</sup> 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

*Wesley Holloway*

Deputy Court Administrator

