



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri 64106  
(816)881-3242

## Meeting Agenda Land Use Committee

*Megan L. Smith (3rd AL),  
Jeanie Lauer (5th), Donna Peyton (2nd AL),  
Manuel Abarca IV (1st)*

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Monday, August 18, 2025

1:00 PM

K.C. Legislative Assembly Area  
Kansas City, Missouri

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### ORDINANCES IN COMMITTEE

Land Use Committee will hold a Public Hearing on Ordinances 5998, 5999, 6000 and an additional zoning request for future legislative action (See Meeting Details).

[5998](#) AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 3.94± acre tract from District AG (Agricultural) to District RE (Residential Estates).

Attachments: [5998 Signed](#)  
[RZ-2025-695 Zoning Support Documentation](#)

[5999](#) AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 5.00± acre tract from District AG (Agricultural) to District RE (Residential Estates).

Attachments: [5999 Signed](#)  
[RLA](#)  
[RZ-2025-696 Zoning Support Documentation](#)

[6000](#) AN ORDINANCE renewing a conditional use permit (CUP) in District AG (Agricultural) for continuous operation of a short-term rental subject to specified conditions, as to a 9.56± acre tract.

Attachments: [6000 Signed](#)  
[RLA](#)  
[CU-2025-253 Zoning Support Documentation](#)

### RESOLUTIONS IN COMMITTEE

[21964](#) A RESOLUTION urging the County Executive to implement a temporary moratorium on foreclosure proceedings and tax lien sales against residential property owners affected by the 2019-2022 Jackson County property reassessment cycle.

Sponsors: Manuel Abarca IV

Attachments: [21964 Signed](#)  
[RLA](#)

[21966](#)

A RESOLUTION authorizing the Director of Parks + Rec to execute a Memorandum of Understanding for conservation planning and natural area restoration in the Jackson County Parks system with Bridging the Gap, a non-profit organization, to participate in its Kansas City Wildlands program, at an actual cost to the County in the amount of \$25,000.00.

**Sponsors:**

Megan L. Smith

**Attachments:**

[21966 Signed](#)

[Jackson County + BTG and KCWL MOU July 2025](#)

[RLA](#)

[Fiscal Note - 25-234 Parks Bridging the Gap MOU](#)



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 5998, Version: 0**

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### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 3.94± acre tract from District AG (Agricultural) to District RE (Residential Estates).

**ORDINANCE NO. 5998**, July 28, 2025

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) and "RE" (Residential Estates) Districts, so that there will be transferred from District AG to District RE a 3.94± tract of land located at 3010 South Buckner Tarsney Road in Jackson County, MO, legally described as follows:

**Description:** Starting at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 49, Range 30, also being on the centerline of Buckner Tarsney Road; thence due South with the Quarter Quarter line and said centerline, 844 feet to a point, being 470 feet due North of the Southeast corner of said Quarter Quarter, said point is the point of beginning; thence due West with the South line of a deed recorded in Jackson County records as Document No. I218066, 500 feet; thence continuing 50 feet; the die South with the East side of a deed recorded in Jackson County records as Document No. 773188, 430 feet; the due East 55 feet; thence in a Northwesterly direction 569 feet to a point on the East side of said Quarter Quarter and the centerline of said road, being 306 feet due North of the Southeast corner of said Quarter Quarter; thence due North 164 feet to the point of beginning, excluding that part of the East side being in Road right-of-way, in Jackson County, Missouri.

Section 2. The Legislature, pursuant to the application of Susan D. Heckert, (RZ-2025-695),

requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 7 to 0 to recommend APPROVAL of this application after a public hearing on May 15, 2025, does hereby adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5998 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Spino, Clerk of Legislature Mary Jo

I hereby approve the attached Ordinance No. 5998.

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Jr., County Executive Frank White,

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 3.94± acre tract from District AG (Agricultural) to District RE (Residential Estates).

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Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

*Bryan Covinsky*

Bryan Covinsky (Jul 24, 2025 12:26:06 CDT)

\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5998 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5998.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

**RZ-2025-695****ATTACHMENT 1: PROPERTY DESCRIPTION****Description:**

Starting at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 49, Range 30, also being on the centerline of Buckner Tarsney Road; thence due South with the Quarter Quarter line and said centerline, 844 feet to a point, being 470 feet due North of the Southeast corner of said Quarter Quarter, said point is the point of beginning; thence due West with the South line of a deed recorded in Jackson County records as Document No. I218066, 500 feet; thence continuing 50 feet; thence due South with the East side of a deed recorded in Jackson County records as Document No. 773188, 430 feet; thence due East 55 feet; thence in a Northwesterly direction 569 feet to a point on the East side of said Quarter Quarter and the centerline of said road, being 306 feet due North of the Southeast corner of said Quarter Quarter; thence due North 164 feet to the point of beginning, excluding that part of the East side being in Road right-of-way, in Jackson County, Missouri

RZ-2025-695

ATTACHMENT 2: ZONING SUPPORT DOCUMENTATION

Attachments

Plan Commission Public Hearing Summary of May 15, 2025

Staff Report

Zoning map of surrounding area

Names and addresses of surrounding property owners

Letter to surrounding property owners

Application

Aerial of location

Copy of deed 1988I0841753

Copy of plat

## **Plan Commission - May 15, 2025**

**Randy Diehl gave the staff report:**

**RE: RZ-2025-695**

Mr. Diehl: Susan Heckard at 3010 South Buckner Tarsney Road. This is on 3.94 acres. The change of zoning from District AG Agricultural to District RE Residential Estates. The purpose is to create a single-family lot. Land use in the area is single-family residences. Property sizes range from about three acres to larger tracts. The applicant wishes to bring a non-conforming tract into compliance with the Unified Development Code. The tract was created by deed in 1988. Prior to the adoption of the UDC in 1995, a tract of land less than 10 acres could be developed if it was platted. Rezoning and platted will allow this to become a developable lot. Buckner-Tarsney Road, or Route BB, is controlled by the Missouri Department of Transportation. A new driveway will require a permit for MoDOT. Access can be achieved from the existing driveway to the south, which is owned by a family member. This is in the Urban Development Tier. It's consistent with the purpose and intent of the County plan. Staff recommends approval of RZ-2025-695.

Mr. Antey: Okay, any questions for Randy?

There were none

Mr. Antey: Is the applicant present today? Please come forward. You'd state your name and address for the record.

Jason Hecker: 3022 South Buckner Tarsney Road, Grain Valley, Missouri.

Mr. Antey: Do you have anything to add to Randy's report?

Mr. Heckert: No

Mr. Antey: Okay, are there any questions for the applicant?

There were none

Mr. Antey: Is there anyone else that is present today that would like to speak in favor of this application?

There were none

Mr. Antey: Is there anyone present that would like to speak that is opposed to or has questions concerning this application?

There were none

Mr. Antey: Seeing none, I would entertain a motion to go under advisement.

Motion to take under advisement.

Mr. Lake moved to take under advisement. Mr. Horn seconded.

*Discussion under advisement*

Mr. Antey: We are under advisement. Any comments from the commission?

Mr. Lake: Well, since I live out in that area, I don't see anything wrong with it. If they are going to put another entrance, they go through MoDOT, right?

Mr. Diehl: They have the option of using the existing driveway to the south there, which is the same family, or they can apply to MoDOT for their own driveway.

Mr. Antey: I would entertain a motion to approve.

Mr. Lake moved to approve. Ms. Ryerkerk seconded.

Mr. Lake	Approve
Mr. Farrar	Approve
Mr. Smead	Approve
Mr. Horn	Approve
Mr. Crawford	Approve
Ms. Ryerkerk	Approve
Chairman Antey	Approve

Motion Carried 7 – 0



## STAFF REPORT

### PLAN COMMISSION

May 15, 2025

RE: RZ-2025-695

**Applicant:** Susan D. Heckert

**Location:** 3010 S. Buckner Tarsney Road

**Area:** 3.94 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

**Purpose:** The purpose is to create a single-family lot.

#### Current Land Use and Zoning in the Area:

The zoning in the area is Agricultural and Residential.

Land use is single family residences. Property sizes range from 3.00 acres to larger tracts.

The applicant wishes to bring a non-conforming tract into compliance with the Unified Development Code. The tract was created by deed in 1988. Prior to the adoption of the UDC in 1995, a tract of land less than 10 acres could be developed if it was platted. The rezoning and platting will allow this to become a developable lot.

Buckner Tarsney Road (Route BB) is controlled by the Missouri Department of Transportation. A new driveway will require a permit from MoDOT. Access can also be achieved from the existing driveway.

The subdivision plat is under review by staff.

#### County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

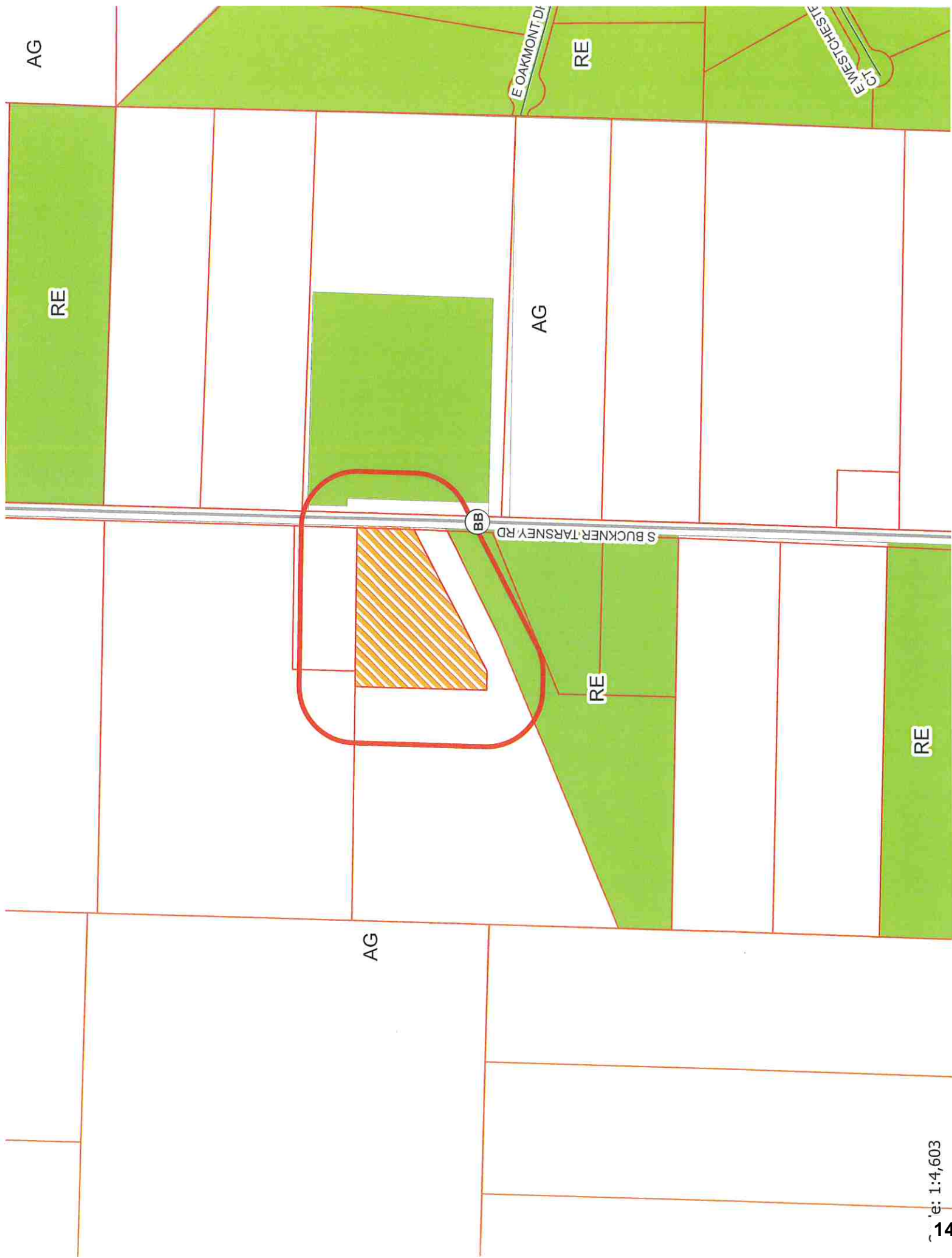
#### Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2025-695.

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator



RZ-2025-695

Property Owners Within 185 feet

parcel	owner	address	city	state	zip
22-800-02-11-00-0-00-000	BROOKSON CAPITAL LLC	3007 S COLONIAL DR	GRAIN VALLEY	MO	64029
22-800-02-11-00-0-00-000	POOLE AARON M & BRIANNA T	3007 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-02-11-00-0-00-000	MOOREMARK INC	3015 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-03-29-00-0-00-000	JONES JEROMY & JAMI	3116 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-02-12-02-0-00-000	WASHBURN BARBRA R TRUSTEE	2908 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-02-13-00-0-00-000	WASHBURN JOHN M	3004 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-02-10-00-0-00-000	HECKERT SUSAN D	3022 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
22-800-02-12-01-0-00-000					



## JACKSON COUNTY Public Works Department

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

April 30, 2025

RE: Public Hearing: RZ-2025-695  
Susan D Heckert

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request for a change of zoning from District AG (Agricultural) on 3.94 ± acres to District RE (Residential Estates). The purpose is to create a single-family lot at 3010 S. Buckner Tarsney Road.

Please note that this request for a change of zoning affects only the property mentioned above. Adjacent properties will not be affected by the change of zoning. Taxes are based on the land use of a property not the zoning.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 185' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, May 15, 2025, at 8:30 a.m. in the Large Conference Room, 2<sup>nd</sup> Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4577.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Diehl", is written over a horizontal line.

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

*Frank White, Jr., County Executive*

**JACKSON COUNTY, MISSOURI  
APPLICATION FOR CHANGE OF ZONING  
DO NOT PRINT DOUBLE SIDED**

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**BEGIN APPLICATION HERE:**

The **LEGAL OWNER(s)** of the property must be signatory to this application.  
Applications will not be accepted to move forward without the proper signatories.  
Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

**1. Owner(s):**

- a. Legal Owner of Property: SUSAN HECKERT  
Current Mailing Address: 3022 S. BUCKNER TARSNEY RD.  
Phone: 562-413-2290 email: heckert+susan@yahoo.com
- b. Applicant (If different from the legal owner) JASON HECKERT  
Current Mailing Address: 3022 S. BUCKNER TARSNEY RD.  
Phone: 562-774-5941  
Email: heckertj@yahoo.com

**2. Location:** \_\_\_\_\_

**3. Present Zoning** Agriculture **Requested Zoning** Residential

**4. AREA (sq. ft. / acres)** 3.94 Acres

**5. Legal Description of Property:** (Attach copy of Deed or legal description)

**6. Present Use of Property:** HAY

**7. Proposed Use of Property:** Building a house

**8. Proposed Time Schedule for Development:** 8-10

**9. What effect will your proposed development have on the surrounding properties?**

None

**10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map?** No

If so, will any improvements be made to the property which will increase or decrease the elevation? \_\_\_\_\_

11. Describe the source which provides the following services:
- a. Water Provider INDEPENDENCE WATER
- b. Sewage disposal: Onsite Waste Water X Public Sewer \_\_\_\_\_
- c. Electricity EVERGY
- d. Fire protection GRAIN VALLEY FIRE DERT
- e. Police Protection GRAIN VALLEY POLICE DEPT.
12. Describe existing road width and condition: 2 LANE HIGHWAY  
ASPHALT
13. What effect will proposed development have on existing road and traffic conditions? VERY LITTLE
14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? NO
- If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): \_\_\_\_\_



The LEGAL OWNER(s) of the property must be signatory to this application.  
Applications will not be accepted to move forward without the proper signatories.  
Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Property Owner(s)

Susan Heckert

Date

3-19-25

STATE OF

Missouri

COUNTY OF

Jackson

On this 19th day of March, in the year of 2025, before me  
the undersigned notary public, personally appeared Susan Heckert

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

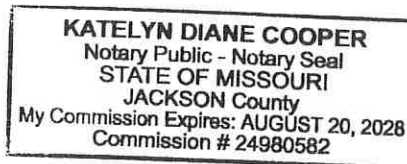
In witness whereof, I hereunto set my hand and official seal.

Notary Public

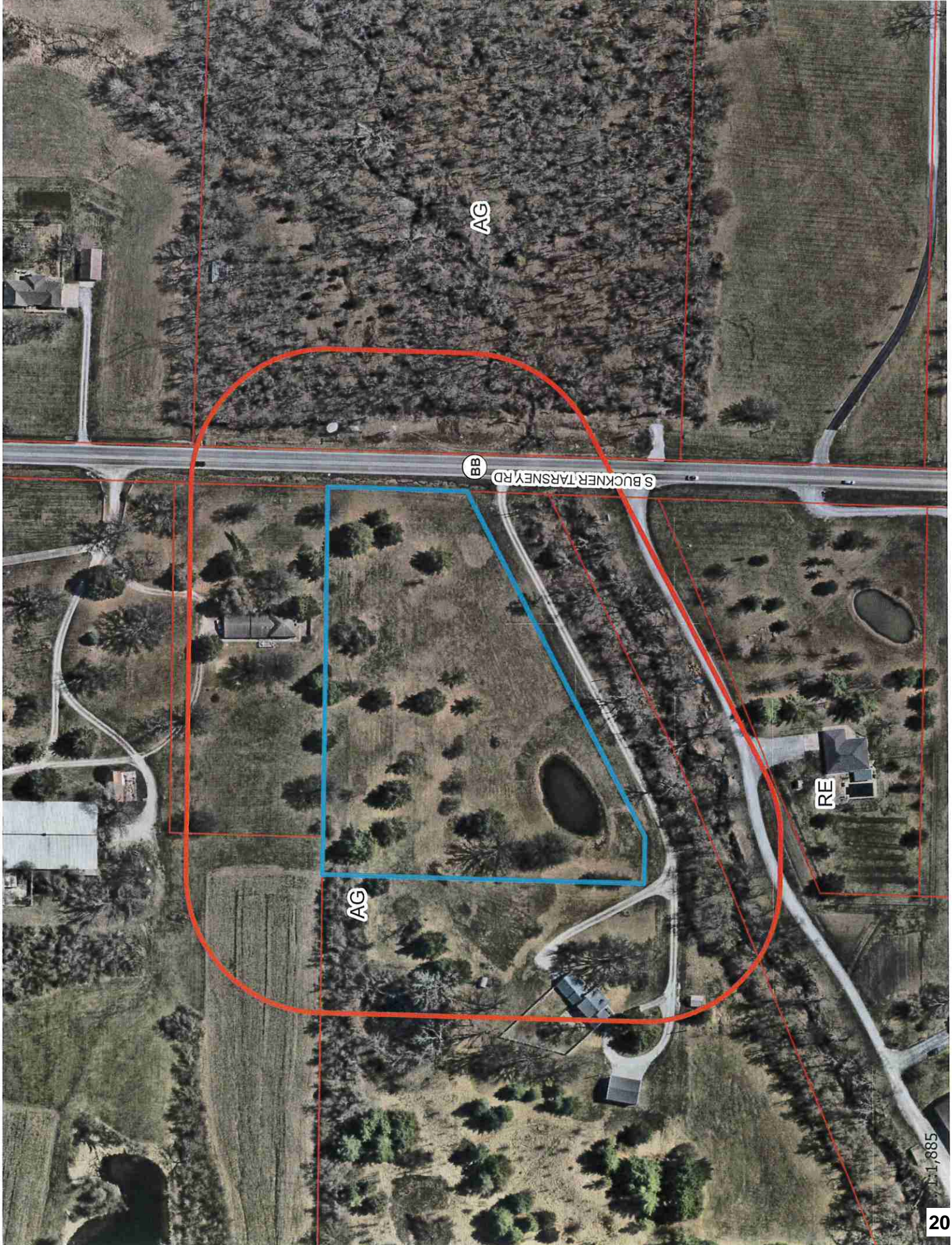
Katelyn Diane Cooper

Commission Expires

8/20/28







AG

BB

S BUCKNER TARSNEY RD

AG

RE

1-1,885



1841753

## GENERAL WARRANTY DEED

I1797P 26

THIS DEED, Made and entered into this 25th day of April, 1988, by and between PATRICIA ANN MILNE and MARJORIE SHARON MUELLER, as Co-Trustees under written Trust Agreement dated May 15, 1986,  
 of the County of Jackson, State of Missouri, party or parties of the first part, and  
 THOMAS J. WALSH

of the County of Jackson, State of Missouri, party or parties of the second part,  
 Grantee's mailing address: 528 W. 3rd ST., Lee's Summit, Mo. 64063

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jackson and State of Missouri, to-wit:

99-14-49-30 -  
 Starting at the Northeast corner of Southwest Quarter of Northwest Quarter of Section 14, Township 49, Range 30, also being a point on centerline of Buckner-Tarsney Road; thence due South with Quarter Quarter line and said centerline 844 feet to a point, being 470 feet due North of the Southeast corner of said Quarter Quarter, said point is the point of beginning; thence due West with the South line of a deed recorded in Jackson County Records as Document No. I-218066, 500 feet; thence continuing 50 feet; thence due South with East side of a deed recorded in Jackson County Records as Document No. 773188, 430 feet; thence due East 55 feet; thence in a Northeasterly direction 569 feet to a point on the East side of said Quarter Quarter and centerline of said road, being 306 feet due North of the Southeast corner of said Quarter Quarter; thence due North 164 feet to the point of beginning, EXCLUDING that part on the East side being Road right-of-way, in Jackson County, Missouri.

Subject to restrictions, reservations and easements of record.

This deed is given pursuant to the powers under Article 5 a of said Trust Agreement.

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging, unto the said party or parties forever.

The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

(STATE OF MISSOURI) ss  
 (COUNTY OF JACKSON)  
 CERTIFY INSTRUMENT RECEIVED

1988 MAY -3 P 3:22.5

I1797P 26  
 RECORDED  
 DIRECTOR OF RECORDS

*Patricia Ann Milne* (SEAL)  
 (Patricia Ann Milne, Co-Trustee)

*Marjorie Sharon Mueller* (SEAL)  
 (Marjorie Sharon Mueller, Co-Trustee)  
 (SEAL)

STATE OF MISSOURI,

County of Jackson

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 25th day of April, 1988

before me personally appeared PATRICIA ANN MILNE and MARJORIE SHARON MUELLER, as Co-Trustees under written Trust Agreement dated May 15, 1986,  
 and their wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

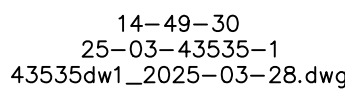
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Independence, the day and year first above written.  
 My term of office as a Notary Public will expire July 2, 1990, 19



*Melvin R. Lamm*  
 MELVIN R. LAMM Notary Public

My Commission Expires July 2, 1990





THE ABOVE DESCRIPTION HAS BEE TAKEN FROM A MISSOURI WARRANTY DEED, DOCUMENT NO. 2022E0056510, DATED JUNE 14, 2022.

An aerial photograph of a rural area. A black rectangular box highlights a specific parcel of land. To the left of this parcel is a road labeled 'S BUCKNER TARSNEY ROAD'. Below the highlighted parcel is a road labeled 'E PINK HILL ROAD'. The text 'SUBJECT PROPERTY' is written in bold, black, capital letters with a white outline, pointing to the highlighted parcel. The landscape includes green fields, trees, and some buildings.



**ANDERSON**  
SURVEY COMPANY  
1270 N.E. DELTA SCHOOL ROAD  
LEE'S SUMMIT, MISSOURI 64064





# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 5999, Version: 0**

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### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 5.00± acre tract from District AG (Agricultural) to District RE (Residential Estates).

**ORDINANCE NO. 5999**, July 28, 2025

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof, are amended by changing the boundaries of the "AG" (Agricultural) and "RE" (Residential Estates) Districts, so that there will be transferred from District AG to District RE a 5.00± tract of land located at 9803 S. Buckner Tarsney Road in Jackson County, MO, legally described as follows:

**Description:** The North 372 feet of the West 585 feet of the following described tract of land: All of the Southwest Quarter of the Southeast Quarter of Section 27, Township 48, Range 30, except the North 15 acres and except part in road, Jackson County, Missouri.

Section 2. The Legislature, pursuant to the application of James Hudgins, (RZ-2025-696), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 7 to 0 to recommend APPROVAL of this application after a public hearing on May 15, 2025, does hereby adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5999 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spino, Clerk of Legislature

\_\_\_\_\_  
Mary

\_\_\_\_\_  
Jo

I hereby approve the attached Ordinance No. 5999.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jr., County Executive

\_\_\_\_\_  
Frank

\_\_\_\_\_  
White,

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

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**Description:** The North 372 feet of the West 585 feet of the following described tract of land: All of the Southwest Quarter of the Southeast Quarter of Section 27, Township 48, Range 30, except the North 15 acres and except part in road, Jackson County, Missouri.

Section 2. The Legislature, pursuant to the application of James Hudgins, (RZ-2025-696), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 7 to 0 to recommend APPROVAL of this application after a public hearing on May 15, 2025, does hereby adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jul 24, 2025 12:26:06 CDT)

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5999 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5999.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 25-220, Version: 0**

---

**REQUESTED MEETING DATE:** Select Date

**Ordinance No.:** 5999

**Date:** July 28, 2025

**SPONSORS:**

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

*To be confirmed by County Counselor's Office:*

**STAFF CONTACT:** Randy Diehl **PHONE:** 816-884-4577

**EMAIL:** [rdiehl@jacksongov.org](mailto:rdiehl@jacksongov.org)

**DEPARTMENT:** Public Works

**TITLE:** RZ-2025-696 - James W. Hudgins

**SUMMARY:** Requesting a change of zoning from District AG (Agricultural) on 5.00 ± acres to District RE (Residential Estates). The purpose is to create a single-family lot at 9803 S. Buckner Tarsney Road. Staff recommended approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements. The Jackson County Plan Commission held a public hearing on May 15, 2025, and accepted testimony pertaining to the rezoning request. There was no opposition to the request. The Plan Commission voted 7 to 0 to recommend APPROVAL to the County Legislature.

**FINANCIAL IMPACT:**

**NO** ☐

Amount	Fund	Department	Line-Item Detail

**YES** ☐**ACTION NEEDED:** Choose an item.**ATTACHMENTS:**

Click or tap here to enter text.



**RZ-2025-696**

**ATTACHMENT 1: PROPERTY DESCRIPTION**

**Description:**

The North 372 feet of the West 585 feet of the following described tract of land:  
All of the Southwest Quarter of the Southeast Quarter of Section 27, Township 48,  
Range 30, except the North 15 acres and except part in road, Jackson County, Missouri

RZ-2025-696

ATTACHMENT 2: ZONING SUPPORT DOCUMENTATION

Attachments

Plan Commission Public Hearing Summary of May 15, 2025

Staff Report

Zoning map of surrounding area

Names and addresses of surrounding property owners

Letter to surrounding property owners

Application

Aerial of location

Copy of plat

## **Plan Commission - May 15, 2025**

### **Randy Diehl gave the staff report:**

#### **RE: RZ-2025-696**

Mr. Diehl: James Hudgins, 9803 S. Buckner Tarsney Road. The area is five acres. We're going from District AG Agricultural to District RE Residential Estates. The purpose is to create a single-family lot. Zoning in the area is agricultural and residential land use, single-family residences. Property sizes range from an acre to larger tracts. A few of these tracts are used for agricultural purposes. The applicant is wishing to create a single-family lot to construct a home. The tract is approximately 585 feet by 373 feet in size. Taking into account for the right-of-way of Buckner Tarsney Road, this leaves the proposed lot at 4.54 acres. The width and the length meet the requirements for District RR. However, it leaves a deficit in the acreage. District RE would be the appropriate district for this request. There are similar zoned lots to the north of Colbern Road and south at Webster Road. And we are reviewing the subdivision plat. We will review the driveway location along with that. So, as you can see (indicating on the map), we're kind of in the top there in the yellow. We've got RE zoning up at Colbern. We've got a mix of RE and RR. Down to the south, a mix of RE and RR as well. So, this is not out of line with the development, and it fits because of the acreage. Like I said, they've got the width and the depth. It's just that it's too much of a deficit to allow a little bit of fluctuation in that. So that's why we're recommending RE instead of RR.

Mr. Lake: Can you point out exactly where the property is on the map, please? In conjunction with Colbern Road.

Mr. Diehl: (Pointing on map) That's the subject property. There's Colbern. Down here is Webster and Hammond.

Mr. Lake: Okay, so that's just south of Colbern Road, right? Sometimes I ask questions because I know the answer for everybody else to follow along. Okay. Thank you.

Mr. Antey: Are there any questions for Randy?

There were none

Mr. Antey: Is the applicant present?

James Hutchins: 9807 S. Buckner Tarsney Road.

Mr. Antey: Do you have anything to add to Randy report?

Mr. Hudgins: No, I do not.

Mr. Antey: Are there any questions for the applicant?

There were none

Mr. Antey: Seeing none, I would entertain a motion to take this under advisement.

Mr. Horn moved to take under advisement. Mr. Lake seconded.

*Discussion under advisement*

Mr. Antey: We are under advisement. Any comments from the commission?

Mr. Lake moved to approve. Mr. Horn seconded.

Mr. Lake	Approve
Mr. Farrar	Approve
Mr. Smead	Approve
Mr. Horn	Approve
Mr. Crawford	Approve
Ms. Ryerkerk	Approve
Chairman Antey	Approve

Motion Carried 7 – 0

## **STAFF REPORT**

### **PLAN COMMISSION**

**May 15, 2025**

**RE: RZ-2025-696**

**Applicant:** James W Hudgins

**Location:** 9803 S. Buckner Tarsney Road

**Area:** 5.00 ± acres

**Request:** Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

**Purpose:** The purpose is to create a single-family lot.

#### **Current Land Use and Zoning in the Area:**

The zoning in the area is Agricultural and Residential.

Land use is single family residences. Property sizes range from 1.00 acres to larger tracts. There are a few tracts being used for agricultural purposes.

The applicant wishes to create a single-family lot to construct a home. The tract is approximately 585 feet by 373 feet in size. Taking account for the right of way for Buckner Tarsney Road, this leaves the proposed lot at 4.54 acres.

The width and length meet the requirements for District RR (Residential Ranchette); however, it leaves a deficit with acreage. District RE (Residential Estates) would be the appropriate district for this request. There are similar zoned lots to the North at Colbern Road and to the South at Webster Road.

The subdivision plat is under review by staff.

#### **County Plan:**

The County Plan Development Diagram illustrates this area within the Suburban Development Tier (SDT).

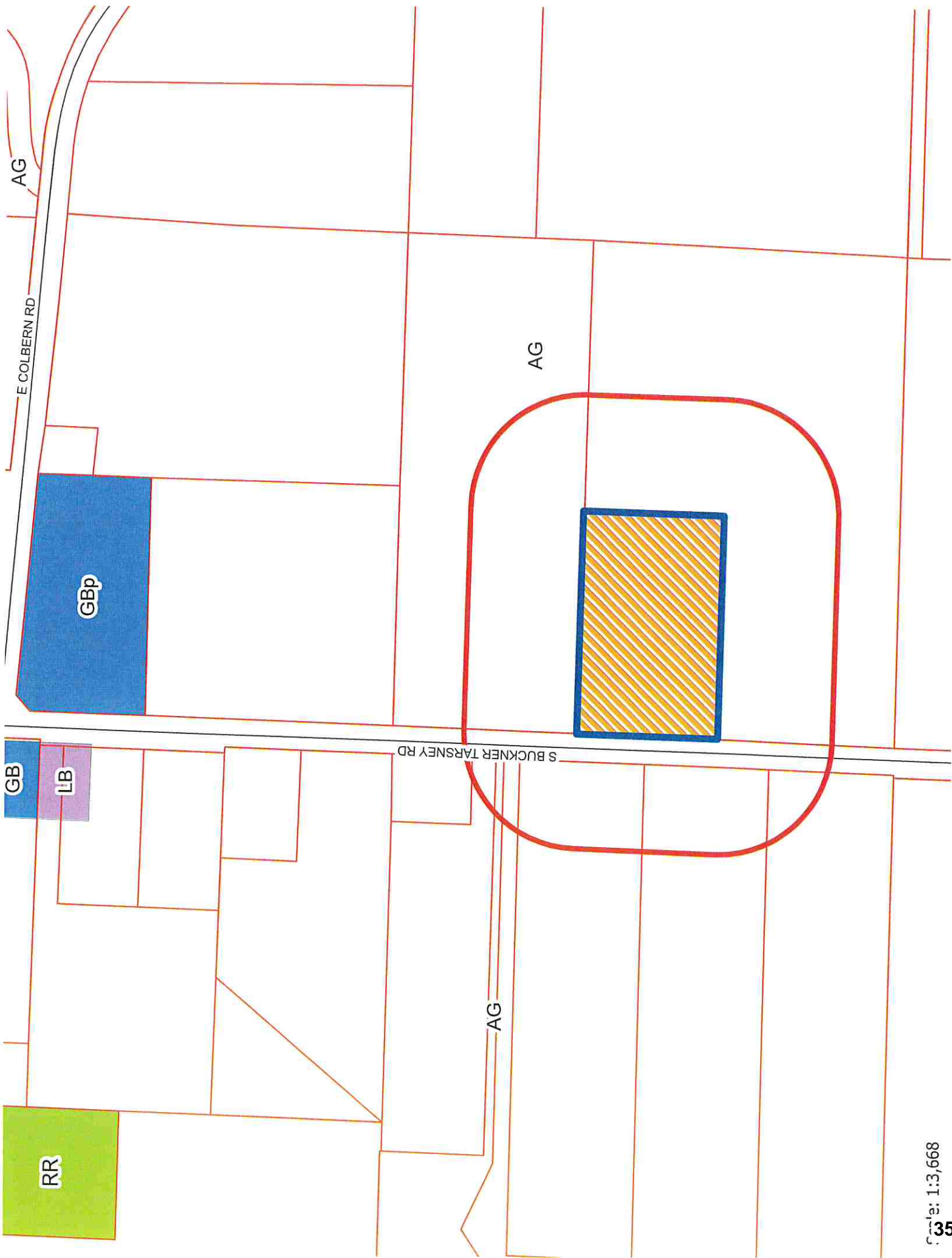
**Recommendation:**

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2025-696.

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator



RZ-2025-696

Property Owners Within 300 feet

parcel	owner	address	city	state	zip
55-400-03-10-00-0-00-000	WINTEROWD DEBORAH A & CARL T	9706 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-07-01-6-00-000	WINTEROWD DEBORAH A & CARL T	9706 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-23-01-0-00-000	PALUMBO PATSY J JR & STACEY	9714 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-23-02-0-00-000	BROWN MATTHEW C & MELANIE N	9720 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-07-01-2-00-000	HILL BRADLEY J & JOAN C	9716 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-07-02-0-00-000	BUSHATZ TODD J & MEREDITH A	9808 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-03-07-01-3-00-000	CROMER JOSEPH I & CYNTHIA L-TRUSTEES	9820 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-04-09-00-0-00-000	KNIGHT NICHOLAS P & JESSICA M	9709 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029
55-400-04-19-00-0-00-000	HUDGINS JAMES W & IDONNA R	9807 S BUCKNER TARSNEY RD	GRAIN VALLEY	MO	64029





## JACKSON COUNTY Public Works Department

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

April 30, 2025

RE: Public Hearing: RZ-2025-696  
James Hudgins

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request for a change of zoning from District AG (Agricultural) on 5.00 ± acres to District RE (Residential Estates). The purpose is to create a single-family lot at 9803 S. Buckner Tarsney Road.

Please note that this request for a change of zoning affects only the property mentioned above. Adjacent properties will not be affected by the change of zoning. Taxes are based on the land use of a property not the zoning.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 185' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, May 15, 2025, at 8:30 a.m. in the Large Conference Room, 2<sup>nd</sup> Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4577.

Sincerely,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

**JACKSON COUNTY, MISSOURI  
APPLICATION FOR CHANGE OF ZONING  
DO NOT PRINT DOUBLE SIDED**

---

**BEGIN APPLICATION HERE:**

The **LEGAL OWNER(s)** of the property must be signatory to this application.  
Applications will not be accepted to move forward without the proper signatories.  
Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

**1. Owner(s):**

a. Legal Owner of Property:

JAMES HODGINS

Current Mailing Address:

1509 SW 42ND COURT LEE'S SUMMIT, MO 64082

Phone:

816-714-4770

email:

JHODGINSLEGACYLAWN@gmail.com

b. Applicant (If different from the legal owner)

Current Mailing Address:

Phone:

Email:

2. Location: 9807 S. BUCKNER TADLEY RD.

GRAIN VALLEY, MO

3. Present Zoning UNINCORPORATED

Requested Zoning

RESIDENTIAL

RR RR

4. AREA (sq. ft. / acres)

24 +/-

SUBDIVIDE

5 ACRES

OUT FOR

RESIDENTIAL

5. Legal Description of Property: (Attach copy of Deed or legal description)

6. Present Use of Property:

FARMING

7. Proposed Use of Property:

HOME & FARMING

8. Proposed Time Schedule for Development:

7-9 MONTHS

9. What effect will your proposed development have on the surrounding properties?

NONE

10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map?

If so, will any improvements be made to the property which will increase or decrease the elevation?

11. Describe the source which provides the following services:
- a. Water Provider DISTRICT 13
- b. Sewage disposal: Onsite Waste Water ✓ Public Sewer \_\_\_\_\_
- c. Electricity YES
- d. Fire protection YES
- e. Police Protection YES
12. Describe existing road width and condition: 12' GOOD CONDITION
13. What effect will proposed development have on existing road and traffic conditions? NONE
14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? NO
- If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): \_\_\_\_\_

The LEGAL OWNER(s) of the property must be signatory to this application.  
Applications will not be accepted to move forward without the proper signatories.  
Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Property Owner(s)

[Signature]

Date

4-16-2025

STATE OF

Missouri

COUNTY OF

Jackson

On this 16th day of April, in the year of 2025, before me  
the undersigned notary public, personally appeared James Hudgins

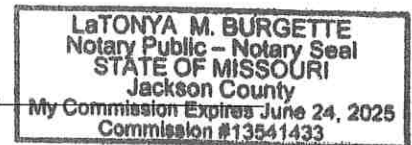
known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

[Signature]

Commission Expires













# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 6000, Version: 0**

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### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** renewing a conditional use permit (CUP) in District AG (Agricultural) for continuous operation of a short-term rental subject to specified conditions, as to a 9.56± acre tract.

**ORDINANCE NO. 6000**, July 28, 2025

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. A conditional use permit is hereby renewed for continuous operation of a short- term rental as to a 9.56± acre tract, commonly known as 9803 S. Perdue Road, and legally described as follows:

**Description:** Skyler and Jaclynn Braden, at 9803 S. Purdue Road on 9.56 ± acres. This is for a Conditional Use Permit to operate a short-term rental. We have bed and breakfast in the development code. The applicant is wishing to use their accessory dwelling as a short-term rental. The dwelling was permitted in 2021 as a standalone residence. It is served by its own septic system. Within the development code, bed and breakfast inns are allowed as a conditional use permit. However, there is no specific language for short-term rentals.

A traditional bed and breakfast is an owner-occupied or manager-occupied residential structure providing rooms and meals for a more intimate setting. By definition, the Missouri Department of Health and Senior Services define a bed and breakfast as, a bed and breakfast shall mean an existing building or buildings with no more than three occupiable stories with at least five but no more than ten guest rooms. The building should have interior corridors and be provided with a kitchen. Breakfast will be provided to guests, and the owner must live in or adjacent to the building. In contrast, short-term rentals typically refer to renting out a furnished living space for a brief period, which can range from a few days to weeks or a few weeks or longer. These properties are listed on a variety of platforms like Airbnb or Vrbo, where homeowners can offer a spare or empty room for homes, condos, or apartments. In Missouri, there are no statewide licensing requirements for short-term rentals. This would fall to individual cities and counties. The applicant stated that they can accommodate up to six guests with a minimum stay of two nights. Both neighbors on each side of the subject property have provided a letter of support to the applicant. At this point, we're just trying to come up with a baseline for short-term rentals, not be overly restrictive. I kind of looked at some of the adjacent counties to kind of get a feel for what they're doing. There's a wide variety of regulations for that. We came up with some base underlying conditions for these. This is in the suburban tier.

Section 2. The conditional use permit granted by this Ordinance is subject to the following conditions:

1. The property must meet the requirements of the underlying zoning district.
2. Adequate on-site parking must be provided depending on whether on-street parking is permitted.
3. The property must have a valid water and sanitary system. The maximum number of occupancy is generally limited to six unrelated individuals or any number of related individuals.
4. Properties cannot be used for receptions, parties, or weddings.
5. Quiet hours are typically from 10 p.m. to 8 a.m. Sunday through Thursday, 12 a.m. to 8 a.m. on Fridays and Saturdays.

Section 3. The Legislature, pursuant to the application of Skyler and Jaclynn Braden, (CU-2024-253), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 7 to 0 to recommend APPROVAL of this application in a public hearing on May 15, 2025, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 6000 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 6000.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**AN ORDINANCE** renewing a conditional use permit (CUP) in District AG (Agricultural) for continuous operation of a short-term rental subject to specified conditions, as to a 9.56± acre tract.

**ORDINANCE NO. 6000**, July 28, 2025

BE IT ORDAINED by the County Legislature of Jackson County, Missouri as follows:

Section 1. A conditional use permit is hereby renewed for continuous operation of a short-term rental as to a 9.56± acre tract, commonly known as 9803 S. Perdue Road, and legally described as follows:

**Description:** Skyler and Jaclynn Braden, at 9803 S. Purdue Road on 9.56 ± acres. This is for a Conditional Use Permit to operate a short-term rental. We have bed and breakfast in the development code. The applicant is wishing to use their accessory dwelling as a short-term rental. The dwelling was permitted in 2021 as a standalone residence. It is served by its own septic system. Within the development code, bed and breakfast inns are allowed as a conditional use permit. However, there is no specific language for short-term rentals. A traditional bed and breakfast is an owner-occupied or manager-occupied residential structure providing rooms and meals for a more intimate setting. By definition, the Missouri Department of Health and Senior Services define a bed and breakfast as, a bed and breakfast shall mean an existing building or buildings with no more than three occupiable stories with at least five but no more than ten guest rooms. The building should have interior corridors and be provided with a kitchen. Breakfast will be provided to guests, and the owner must live in or adjacent to the building. In contrast, short-term rentals typically refer to renting out a furnished living space for a brief period, which can range from a few days to weeks or a few weeks or longer. These properties are listed on a variety of platforms like Airbnb or Vrbo, where homeowners can offer a spare or empty room for homes, condos, or apartments. In Missouri, there are no statewide licensing requirements for short-term rentals. This would fall to individual cities and counties. The applicant stated that they can accommodate up to six guests with a minimum stay of two nights. Both neighbors on each side of the subject property have provided a letter of support to the applicant. At this point, we're just trying to come up with a baseline for short-term rentals, not be overly restrictive. I kind of looked at some of the adjacent counties to kind of get a feel for what they're doing. There's a wide variety of regulations for that. We came up with some base underlying conditions for these. This is in the suburban tier.

Section 2. The conditional use permit granted by this Ordinance is subject to the following conditions:

1. The property must meet the requirements of the underlying zoning district.
2. Adequate on-site parking must be provided depending on whether on-street parking is permitted.
3. The property must have a valid water and sanitary system. The maximum number of occupancy is generally limited to six unrelated individuals or any number of related individuals.
4. Properties cannot be used for receptions, parties, or weddings.
5. Quiet hours are typically from 10 p.m. to 8 a.m. Sunday through Thursday, 12 a.m. to 8 a.m. on Fridays and Saturdays.

Section 3. The Legislature, pursuant to the application of Skyler and Jaclynn Braden, (CU-2024-253), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 7 to 0 to recommend APPROVAL of this application in a public hearing on May 15, 2025, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jul 24, 2025 12:26:06 CDT)  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 6000 introduced on July 28, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 6000.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

---

**File #:** 25-221, **Version:** 0

---

**REQUESTED MEETING DATE:** Select Date

**Ordinance No.:** 6000

**Date:** July 28, 2025

**SPONSORS:**

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

*To be confirmed by County Counselor's Office:*

**STAFF CONTACT:** Randy Diehl **PHONE:** 816-881-4577

**EMAIL:** rdiehl@jacksongov.org

**DEPARTMENT:** Public Works

**TITLE:** CU-2025-253 - Skyler & Jaclynn Braden

**SUMMARY:** Requesting a Conditional Use Permit for a period of three years to operate a Short Term Rental on 9.56 ± acres in District AG (Agriculture) at 9803 S. Perdue Road. The Jackson County Plan Commission held a public hearing on May 15, 2025, and accepted testimony pertaining to the rezoning request. There was no opposition to the request. This request conforms to the general intent and purpose of the Unified Development Code. The Plan Commission voted 7 to 0 to recommend APPROVAL to the County Legislature provided certain conditions are met.

**FINANCIAL IMPACT:**

**NO** ☐

---

Amount	Fund	Department	Line-Item Detail

**YES** ☐

**ACTION NEEDED:** Choose an item.

**ATTACHMENTS:**

Click or tap here to enter text.

**Plan Commission - May 15, 2025****Randy Diehl gave the staff report:****RE: CU-2025-253**

Skyler and Jacqueline Braden, at 9803 S. Purdue Road on 9.59 acres. This is for a Conditional Use Permit to operate a short-term rental. We have bed and breakfast in the development code. The applicant is wishing to use their accessory dwelling as a short-term rental.

The dwelling was permitted in 2021 as a standalone residence. It is served by its own septic system. Within the development code, bed and breakfast inns are allowed as a conditional use permit. However, there is no specific language for short-term rentals.

A traditional bed and breakfast is an owner-occupied or manager-occupied residential structure providing rooms and meals for a more intimate setting.

By definition, the Missouri Department of Health and Senior Services define a bed and breakfast as, a bed and breakfast shall mean an existing building or buildings with no more than three occupiable stories with at least five but no more than ten guest rooms. The building should have interior corridors and be provided with a kitchen. Breakfast will be provided to guests, and the owner must live in or adjacent to the building.

In contrast, short-term rentals typically refer to renting out a furnished living space for a brief period, which can range from a few days to weeks or a few weeks or longer. These properties are listed on a variety of platforms like Airbnb or Vrbo, where homeowners can offer a spare or empty room for homes, condos, or apartments. In Missouri, there are no statewide licensing requirements for short-term rentals. This would fall to individual cities and counties.

The applicant stated that they can accommodate up to six guests with a minimum stay of two nights. Both neighbors on each side of the subject property have provided a letter of support to the applicant.

At this point, we're just trying to come up with a baseline for short-term rentals, not be overly restrictive. I kind of looked at some of the adjacent counties to kind of get a feel for what they're doing. There's a wide variety of regulations for that. We came up with some base underlying conditions for these. This is in the suburban tier.



Staff recommends approval of CU 2025-253 for a period of three years with the following conditions:

1. The property must meet the requirements of the underlying zoning district.
2. Adequate on-site parking must be provided depending on whether on-street parking is permitted. 3.
3. The property must have a valid water and sanitary system. The maximum number of occupancy is generally limited to six unrelated individuals or any number of related individuals.
4. Properties cannot be used for receptions, parties, or weddings.
5. Quiet hours are typically from 10 p.m. to 8 a.m. Sunday through Thursday, 12 a.m. to 8 a.m. on Fridays and Saturdays.

Mr. Antey: Any questions for Randy?

Mr. Horn: My only concern is if there is another situation that comes forward, will this be the policy for those?

Mr. Diehl: Yes, we are going to added into the UDC, specifically for short-term rentals.

Mr. Horn: Okay, I just wanted to make sure if that's what we're doing. We need to commit to this.

Mr. Diehl: Since they differ from traditional bed and breakfasts, we didn't want to put those rules onto these because they do function differently. But we wanted to come up with just a base conditions for the code.

Mr. Antey: And I appreciate your differentiation stated in your report between the two.

Mr. Smead: Randy, just for my education, was there any thought into limiting them on the short-term rentals, the percentage during a year that it could be rented out?

Mr. Diehl: No, I didn't see any language in the other counties that I had looked at. I mean, it's basically just like a rental property. Those extra stipulations would probably carry over to the the owners within their contract agreements.

Mr. Farrar: The two letters that were written, where are they in relation to the unit?

Mr. Diehl: The property owner to the north, whose house is closer, and then the property owner to the south, who is quite a distance away from the unit itself.

Mr. Farrar: And then when I read that the maximum number of occupants could be six people at one time?

Mr. Diehl: Six unrelated people, or any number of related individuals. And that's the one that I thought about after I wrote it and sent it out. Some of the counties limited the number of people. Some of them didn't didn't address that at all.

I talked to our chief building official, and he stated that in regard to the occupancies for these, they are different sizes, so the occupancy limit may be different as well.

Mr. Smead: You mentioned parking. It's been a while since I've been down that road, is there any off-street parking?

Mr. Diehl: It's a half mile off the road. It can't be seen from the road.

Mr. Crawford: What's this building being used for right now?

Mr. Diehl: It was permitted as an accessory dwelling, mother-in-law's quarters. Whatever you want to call it.

Mr. Crawford: It was permitted.

Mr. Diehl: Yes.

Mr. Horn: I have a question because we struggle with this in Blue Springs. and I think even Green Valley does, with folks running Airbnbs and not even registering with their municipalities. Is there going to be a place where these folks must register or self-report this, or how are we going to start monitoring?

Mr. Diehl: I'm not sure. That's why we want to build that into the UDC, that we at least know that they're there. We don't want to overly regulate these because then, you know, it's a rental. It's not any different than any other rental property, which we don't get into those rights, but at least to know where they're at.

Some licensing, some cities and municipalities have the licensing, but this, the conditional use permit would be our way of licensing.

Mr. Horn: I'm not going to dive into it. These are just very controversial.

Mr. Diehl: And I know the cities are different because you've got more clustered housing and stuff like that.

Mr. Antey: And the conditions on there would give us reason if they violate those conditions to keep them from doing such. So, you know, of course, the ones you hear about are always the ones that go awry. You don't hear about all the easy ones, right? So, you know, if it

ended up turning into one of these mega party houses and stuff, then that's going to violate the conditions on the conditional use, and it would be reason to revoke that permit.

Any other questions for Randy?

Mr. Crawford: The bed and breakfast you've got here is at least five rooms, guest rooms, but no more than ten.

Mr. Diehl: Well, that's for a bed and breakfast, like a house.

Mr. Antey: That's the State definition for contrast. Because the bed and breakfast is already in the code, and they're working on updating the code to reflect that difference between a bed and breakfast and a short-term rental.

Mr. Crawford: Are they applying for a bed and breakfast?

Mr. Antey: No, they're planning for a short-term rental. That's the only language we currently have in the code.

Mr. Diehl: Some jurisdictions don't even have licensing. just like a typical rental house.

Mr. Horn: This brings up another issue. I really think whatever it may be, there needs to be an update to the UDC, whatever that is.

Mr. Diehl: Yes, That's what we are planning on. Hopefully, bringing that to the next meeting.

Mr. Antey: Is the applicant present? Please come forward. State your names and address for the record.

Skylar Braden & Jacqueline Braden. Our address is 9803 South Purdue Road.

Mr. Antey: Do you have anything to add to Randy's report?

Mr. Braden: We just, first of all, want to say we're really grateful to be here among you all today. And to address the issue I know you were speaking about with parties and stuff.

That's our biggest concern, and we've done extensive research with other friends and business partners that we know who have had short-term Airbnb-style rentals, and they've told us that the biggest deterrent to that is to have a minimum of a two-night stay. That's we plan on doing. I don't know if that's something that you want to consider in writing in the new code eventually or if that's too restrictive, but we've heard from experts that that's one of the greatest deterrents for parties. We just want to create a peaceful retreat for people outside of the city.

And we just are excited about just engaging in the hospitality sector of Jackson County and hopefully we can bring some benefit to the area.

Mr. Antey: Any questions for the applicant?

There were none

Mr. Antey: Is there anyone else present today to speak in favor of this application? Is there anyone present that would like to speak that as opposed to or has questions concerning this application?

There were none

Mr. Antey: I would entertain a motion to go under advisement

Mr. Horn moved to take under advisement. Mr. Lake seconded.

*Discussion under advisement*

Mr. Antey: We are under advisement. Any comments from the commission?

Mr. Lake: So since I live out there that way, I'd much rather have this out there than that adult trailer park that was proposed several years ago, if you guys remember. So, I'm good with what you're doing. You did a nice thing. So that's where I stand.

Ms. Ryerkerk: The letters from the adjacent properties help.

Mr. Horn: Yeah, and my only comment, you know, most people put an Airbnb up and don't come to any county or city government, so I appreciate the quote through the process. Most people are like, it's my property, I'll just put it up.

Mr. Crawford: I like the fact that we treat it with a conditional use permit, because that's not forever. It gives you a chance to try it out. It gives an opportunity.

Mr. Antey: And it lets them establish a track record for coming back in three years and maybe asking for five next time or whatever.

Mr. Smead: Yeah, the two big things to me were the neighbor's letters as well as the three years.

Mr. Antey: I would entertain a motion.

Mr. Lake moved to approve. Mr. Horn seconded.

Mr. Lake	Approve
Mr. Farrar	Approve
Mr. Smead	Approve
Mr. Horn	Approve
Mr. Crawford	Approve
Ms. Ryerkerk	Approve
Chairman Antey	Approve

Motion Carried 7 – 0

## STAFF REPORT

### PLAN COMMISSION

May 15, 2025

RE: CU-2025-253

**Applicant:** Skylar & Jaclynn Braden

**Location:** 9803 S. Perdue Road

**Area:** 9.56 Acres

**Request:** Conditional Use Permit for a period of three years to operate a Bed and Breakfast (Short Term Rental).

**Zoning Classification:** District AG (Agriculture)

#### Current Land Use and Zoning in the Area:

**Comments:** The applicant is wishing to use their accessory dwelling as a short-term rental. The dwelling was permitted in 2021 as a standalone residence. It is served by its own septic system.

Within the Unified Development Code (UDC), bed and breakfast inns are allowed as a Conditional Use within District AG. There is no specific language for Airbnb's.

A traditional Bed and Breakfast is an owner-occupied or manager-occupied residential structure providing rooms and meals within a more intimate setting.

By definition the Missouri Department of Health and Senior Services define a Bed and Breakfast as:

"Bed and breakfast" shall mean an existing building(s) with no more than three (3) occupiable stories, with at least five (5) but no more than ten (10) guest rooms. The building shall have interior corridors and be provided with a kitchen; breakfast shall be provided to guests and the owner must live in or adjacent to the building.

In contrast, short-term rentals typically refer to the renting out of a furnished living space for a brief period, which can range from a few days to a few weeks or longer. These properties are often listed on a variety of platforms like Airbnb and VRBO, where homeowners can offer a spare or empty rooms or homes/condos and apartments.

In Missouri, there are no statewide licensing requirements for short-term rentals. That would fall to individual cities and counties.



The applicant stated they can accommodate up to six guests with a minimum of stay of two nights.

Both neighbors on each side of the subject property have provided a letter of support to the applicant.

County Plan:

The County Plan Development Diagram illustrates this area within the Suburban Development Tier (SDT).

Recommendation:

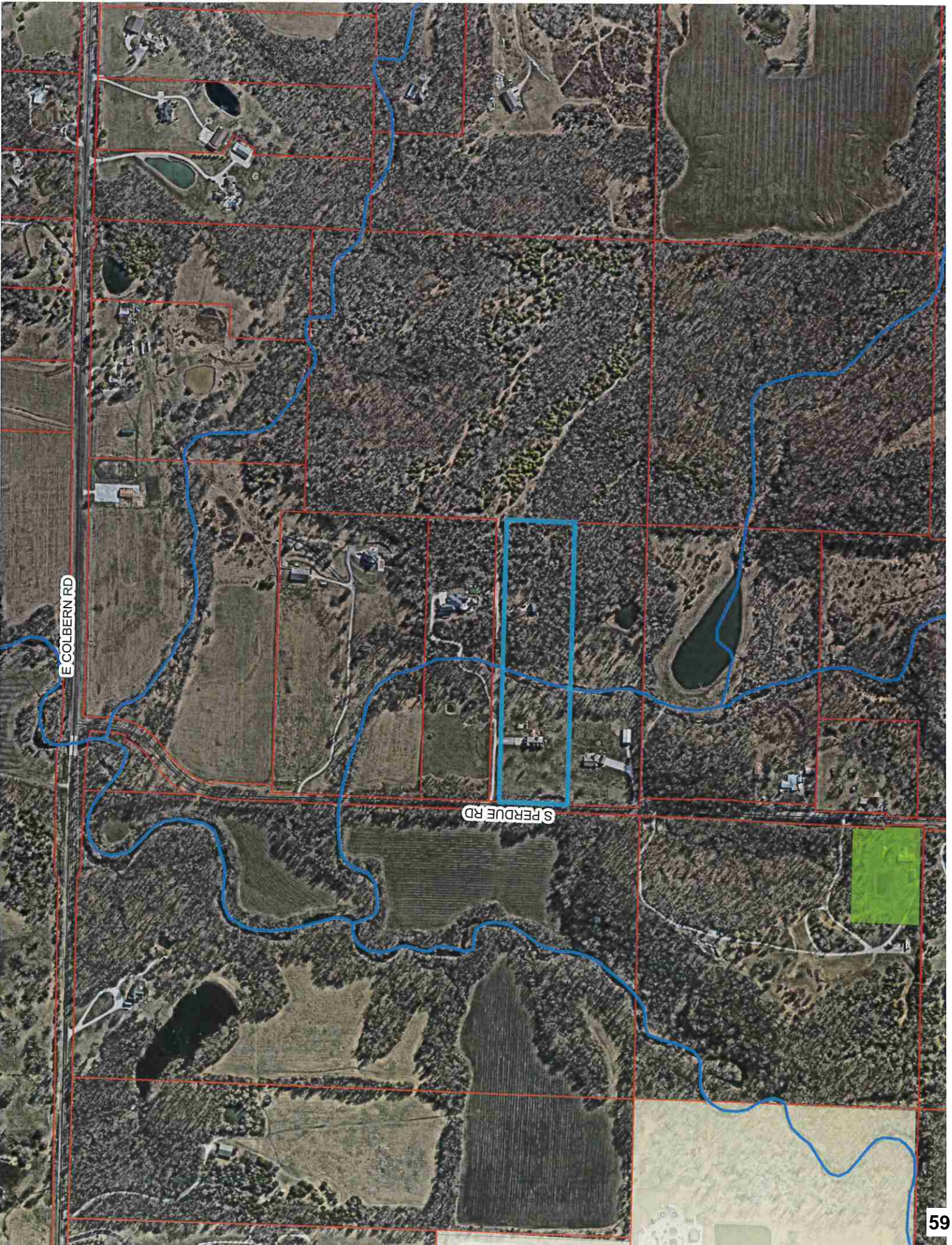
Staff recommends APPROVAL of CU-2025-253 for a period of 3 years with the following conditions:

1. The property must meet the requirements of the underlying zoning zoning district.
2. Adequate on-site parking must be provided, depending on whether on-street parking is permitted.
3. The property must have valid water and sanitation systems.
4. The maximum number of occupants is generally limited to 6 unrelated individuals, or any number of related individuals.
5. Properties cannot be used for receptions, parties or weddings.
6. Quiet hours are typically from 10 pm to 8 am, Sunday through Thursday, and 12 am to 8 am on Fridays and Saturdays.

Respectfully submitted,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator







CU-2025-253

Property Owners Within 300 feet

Parcel	owner	address	city	state	zip
54-600-03-06-00-0-00-000	THE FORD FAMILY TRUST	29605 E COLBERN RD	GRAIN VALLEY	MO	64029
54-600-04-07-00-0-00-000	GREGORY JEFFRY D & SHERI D	9819 S PERDUE RD	GRAIN VALLEY	MO	64029
54-600-04-09-00-0-00-000	CHRISTOPHER GORMLEY TRUST	9707 S PERDUE RD	GRAIN VALLEY	MO	64029
54-600-04-12-00-0-00-000	STEVENS SHAWN	3102 SW SHROUT CREEK CT	BLUE SPRINGS	MO	64015
54-600-04-10-00-0-00-000	BRADEN SKYLER & JACLYNN	9803 S PERDUE RD	GRAIN VALLEY	MO	64029



## JACKSON COUNTY Public Works Department

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

April 30, 2025

RE: Public Hearing: CU-2025-253  
Skyler & Jaclynn Braden

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request by Skyler & Jaclynn Braden, requesting a Conditional Use Permit for a period of three years to operate a Bed and Breakfast (Airbnb) on 9.56 ± acres in District AG (Agriculture) at 9803 S. Perdue Road.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 300' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, May 15, 2025, at 8:30 a.m. in the Large Conference Room, 2<sup>nd</sup> Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO. 64050

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4577.

Sincerely,

Jackson County Public Works  
Development Division  
Randy Diehl, Administrator

JACKSON COUNTY, MISSOURI  
CONDITIONAL USE PERMIT APPLICATION

---

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division, 303 W. Walnut, Independence, MO 64050 by the deadline on the Plan Commission Calendar.
  2. Application must be typed or printed in a legible manner.
  3. A scaled map of the property, correlating with the legal description, and clearly showing the property's location must accompany application. Refer to Section 24003.22, pertaining to Site Plan Review within the Unified Development Code.
  4. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
  5. The filing fee \$350.00 (non-refundable) must accompany application.  
(Check payable to: Manager of Finance)
- 

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Conditional Use Permit Number CU- 2025- 253

Date filed \_\_\_\_\_ Date of hearing \_\_\_\_\_

Date advertised \_\_\_\_\_ Date property owners notified \_\_\_\_\_

Date signs posted \_\_\_\_\_

Hearings:      Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

                  Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

                  Heard by \_\_\_\_\_ Date \_\_\_\_\_ Decision \_\_\_\_\_

---

BEGIN APPLICATION HERE:

1. Data on Applicant(s) and Owner(s):
  - a. Applicant(s) Name: Skyler and Jaclynn Braden  
Address: 9803 S Perdue Rd  
Grain Valley, MO 64029  
Phone: 303.947.9295 / 816.726.1169
  - b. Owner(s) Name: Skyler and Jaclynn Braden  
Address: 9803 S Perdue Rd, Grain Valley, MO 64029  
Phone: 303.947.9295 / 816.726.1169
  - c. Agent(s) Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

d. Applicant's interest in Property: Using guest house as bed and breakfast/Airbnb

2. A CONDITIONAL USE PERMIT IS HEREBY REQUESTED for the following described use: Bed and Breakfast for

a period of 3 years; property described as follows: a tract of land 9.56 square feet/acres in size located at 9803 S Perdue Rd Road.

Present Zoning District Agricultural

3. Legal Description of Property: (Write Below or Attached 9 )

See attached.

4. Present Use of Property: Guest home

5. Proposed Use of Property: Bed and breakfast / Airbnb

6. Estimated Time Schedule for Development: May 1, 2025



7. What effect will your proposed development have on the surrounding properties?  
Use of shared access / road. Otherwise no effect to surrounding neighbors/properties.  
All parties who share the road have been notified and are supportive of our request.
8. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? No  
If so, will any improvements be made to the property which will increase or decrease the elevation? \_\_\_\_\_
9. Describe the source/method which provides the following services, and what effect the development will have on same:
- a. Water Public Water Supply District #13
  - b. Sewage disposal Septic Drain Field
  - c. Electricity Evergy
  - d. Heating Electric Heat
  - e. Fire and Police protection Grain Valley / Lone Jack
10. Describe existing road width and condition: Private road/driveway  
Minimal to no traffic, only shared by 2 other neighbors.
11. What effect will proposed development have on existing road and traffic conditions? There will be no more than one guest at a time.  
Road usage will not increase much, maintenance will be similar.
12. Are any state, federal, or other public agencies approvals or permits required for the proposed development? No  
If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): \_\_\_\_\_

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Date

Property Owner(s)

Skylar Brad  
Jade Lynn Braden

April 2, 2025

April 2, 2025

Applicant(s):

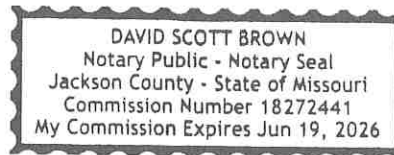
\_\_\_\_\_  
\_\_\_\_\_

Contract Purchaser(s):

\_\_\_\_\_  
\_\_\_\_\_

STATE OF Missouri

COUNTY OF Jackson (Unincorporated)



On this 2 day of Apr, in the year of 2025, before me  
the undersigned notary public, personally appeared Skylar & Jade Lynn Braden

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

David Scott Brown

Commission Expires June 19, 2026

Subject: Introducing Our New Vacation Rental Venture in Grain Valley

Dear Randy,

We are delighted to share with you our exciting new endeavor—a charming guest house situated on our property, constructed approximately two and a half years ago. Initially intended for personal use by our family, our plans have evolved, presenting us with a wonderful opportunity to create a sought-after vacation rental through Airbnb. This venture not only promises to enhance our family's income but also aims to attract discerning visitors to the Grain Valley, Lotawana, and Jackson County area, thereby contributing positively to the local economy.

Our region boasts an array of beautiful parks and lakes, thriving local businesses, and delightful restaurants, offering an authentic taste of the more serene, rural aspects of the Kansas City vicinity. Our guest house, designed to accommodate up to six guests, is crafted to provide an elevated, luxurious yet cozy experience, complete with thoughtful touches reflecting Kansas City's rich history and local landmarks.

Our goal is to appeal to families and groups seeking a tranquil woodland retreat—a sanctuary to unwind from life's hustle and bustle and recharge. After thorough research and valuable insights from seasoned Airbnb hosts, we have decided to implement a minimum stay of two nights. This policy, widely recognized within the industry, helps ensure that our guests are those who value a peaceful stay over a fleeting, party-focused visit. It's a simple yet effective measure to ensure that our property and neighborhood are respected and cherished.

To enrich our guests' experience, we will provide comprehensive guides featuring curated recommendations of local dining, shopping, and outdoor pursuits—such as hiking, biking, and lake activities at Lake Jacomo—encouraging them to fully immerse themselves in the community's offerings.

We are enthusiastic about this venture and look forward to welcoming guests who will appreciate the unique charm and warmth of our guest house and the surrounding area. Thank you for your interest and support as we embark on this journey.

Warm regards,  
Skyler & Jaclynn Braden

**Jeff and Sheri Gregory**  
9819 S Perdue Rd  
Grain Valley, MO 64029  
March 29, 2025

**To Whom It May Concern,**

I am writing regarding my neighbor, Skyler and Jaclynn Braden, and their decision to use their guest house at 9803 S Perdue Rd as a short-term rental. While I understand that changes like this can bring different perspectives, I support their right to use their property as they choose.

We have had discussions about their plans, and I appreciate that Skyler and Jaclynn has been open to hearing concerns from the community. They have taken the time to listen and are making an effort to ensure the rental is managed in a way that respects the neighborhood. Based on these conversations, I am confident that they will handle this responsibility thoughtfully, and I have no objections.

If any further information is needed, please feel free to contact me.

Sincerely,

Handwritten signatures of Jeff and Sheri Gregory in cursive script.

**Jeff and Sheri Gregory**  
js.gregory4@gmail.com

Chris Gormley  
9707 S Perdue Rd  
Grain Valley, MO 64029  
chris.gormley@rtspecialty.com  
816.896.7405

March 27, 2025

To Whom It May Concern,

I am writing this letter to formally express my approval and support for my neighbors, Skyler and Jaclynn Braden, in their decision to use their property located at 9803 S Perdue Rd for short-term rental purposes. As a nearby resident, I have no objections to their use of the property in this manner.

Skyler and Jaclynn have always been responsible and considerate homeowners, and I trust that they will manage the short-term rental in a manner that maintains the safety, security, and peaceful nature of our neighborhood. I believe their decision to offer short-term rentals will be beneficial and will not cause any disruption or inconvenience to the surrounding residents.

Should you require any further information or confirmation, please feel free to contact me at your convenience.

Sincerely,



Chris Gormley





S PERDUE RD













# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 21964, Version: 0**

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### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** urging the County Executive to implement a temporary moratorium on foreclosure proceedings and tax lien sales against residential property owners affected by the 2019-2022 Jackson County property reassessment cycle.

**RESOLUTION NO. 21964**, July 7, 2025

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, Jackson County's 2019, 2021, and 2023 property reassessment cycles resulted in significant residential valuation increases, with more than 200,000 parcels experiencing increases of 15% or more; and,

WHEREAS, over 54,000 appeals were filed with the Jackson County Board of Equalization and additional appeals were filed with the Missouri State Tax Commission; and,

WHEREAS, the Missouri State Tax Commission has publicly stated that Jackson County failed to comply with statutory requirements for physical inspections and ordered reassessments of thousands of parcels; and,

WHEREAS, Missouri law (RSMo § 141.210 et seq. and § 140.160) allows for foreclosure or tax lien sale after a three years of delinquent taxes on a property, but the enforcement of such proceedings may cause unjust displacement of homeowners; and,

WHEREAS, Jackson County has previously implemented temporary moratoriums on tax foreclosure

proceedings during the COVID-19 pandemic in 2020; and,

WHEREAS, thousands of Jackson County residents are still awaiting resolution of their 2023 appeals or assessment corrections and remain at risk of foreclosure or tax lien sale despite the contested status of their property valuations; and,

WHEREAS, such moratorium should remain in effect for at least 12 months or until the County Executive, in consultation with the Legislature and relevant departments, determines that sufficient assessment corrections and appeal resolutions have occurred to ensure fairness and due process; now therefore,

BE IT RESOLVED that the County Legislature of Jackson County, Missouri, urges the County Executive to enact a temporary moratorium on foreclosure proceedings, tax lien sales, and other collection-related enforcement actions for residential properties within the 2019-2022 assessment cycles under formal appeal, pending reassessment, or affected by State Tax Commission orders; and,

BE IT FURTHER RESOLVED that the Legislature formally requests the County Executive to appear before the Legislature, or provide a written response, within fifteen (15) days of the adoption of this resolution to indicate his administration's position on the implementation of a foreclosure moratorium and outline any intended actions; and,

BE IT FURTHER RESOLVED, that the Legislature encourages the County Executive to designate appropriate staff to coordinate with members of the Legislature on the scope, timeline, and legal structure of such a moratorium, to ensure cooperative governance and responsive service to the

residents of Jackson County; and,

BE IT FURTHER RESOLVED that the Legislature respectfully expresses its expectation that the County Administration will engage in timely and transparent communication on this matter of urgent public concern, recognizing that collaboration between branches of government is essential to ensuring equitable outcomes for the residents of Jackson County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21964 of July 7, 2025, duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature



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BE IT FURTHER RESOLVED, that the Legislature encourages the County Executive to designate appropriate staff to coordinate with members of the Legislature on the scope, timeline, and legal structure of such a moratorium, to ensure cooperative governance and responsive service to the residents of Jackson County; and,

BE IT FURTHER RESOLVED that the Legislature respectfully expresses its expectation that the County Administration will engage in timely and transparent communication on this matter of urgent public concern, recognizing that collaboration between branches of government is essential to ensuring equitable outcomes for the residents of Jackson County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jul 2, 2025 17:07 CDT)  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21964 of July 7, 2025, duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 25-197, Version: 0**

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**REQUESTED MEETING DATE:** 6/2/2025

**Resolution No.:** 21964

**SPONSORS:**

**Sponsor:** Manuel Abarca IV

**Date:** July 7, 2025

**Manuel Abarca IV**

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

*To be confirmed by County Counselor's Office:*

**STAFF CONTACT:** Monica Bravo

**PHONE:** 816-881-3466

**EMAIL:** mbravo@jacksongov.org

**DEPARTMENT:** Legislature

**TITLE:** Resolution Calling for Temporary Moratorium on Foreclosures and Tax Lien Sales  
Related to 2019-2022 Property Reassessments

**SUMMARY:** see attached

**FINANCIAL IMPACT:**

**NO** ☒

Amount	Fund	Department	Line-Item Detail

**YES** ☐

**ACTION NEEDED:** AUTHORIZE

**ATTACHMENTS:**

Click or tap here to enter text.





# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

---

**File #: 21966, Version: 0**

---

### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** authorizing the Director of Parks + Rec to execute a Memorandum of Understanding for conservation planning and natural area restoration in the Jackson County Parks system with Bridging the Gap, a non-profit organization, to participate in its Kansas City Wildlands program, at an actual cost to the County in the amount of \$25,000.00.

**RESOLUTION NO. 21966**, July 21, 2025

**INTRODUCED BY** Megan L. Smith, County Legislator

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Memorandum of Understanding (MOU) with Bridging the Gap, a non-profit organization based in Jackson County, to provide conservation planning and natural area restoration within the Jackson County Parks system; and,

WHEREAS, Bridging the Gap will partner with Jackson County to improve park programs, and conserve, restore, and protect natural habitats through the Kansas City Wildlands Program; and,

WHEREAS, the attached MOU further outlines, clarifies, and memorializes the responsibilities of Bridging the Gap and Jackson County; and,

WHEREAS, the attached MOU creates no employment relationship between Bridging the Gap and the County; and,

WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached MOU with Bridging the Gap; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the MOU once executed.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

---

County Counselor

## Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21966 of July 21, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

---

Date Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56789

ACCOUNT TITLE: Park Fund

Director of Parks

Outside Agency Funding

NOT TO EXCEED: \$25,000.00

---

Date    Chief Administrative Officer

## **IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Parks + Rec to execute a Memorandum of Understanding for conservation planning and natural area restoration in the Jackson County Parks system with Bridging the Gap, a non-profit organization, to participate in its Kansas City Wildlands program, at an actual cost to the County in the amount of \$25,000.00.

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**INTRODUCED BY** Megan L. Smith, County Legislator

WHEREAS, the Director of Parks + Rec recommends the execution of the attached Memorandum of Understanding (MOU) with Bridging the Gap, a non-profit organization based in Jackson County, to provide conservation planning and natural area restoration within the Jackson County Parks system; and,

WHEREAS, Bridging the Gap will partner with Jackson County to improve park programs, and conserve, restore, and protect natural habitats through the Kansas City Wildlands Program; and,

WHEREAS, the attached MOU further outlines, clarifies, and memorializes the responsibilities of Bridging the Gap and Jackson County; and,

WHEREAS, the attached MOU creates no employment relationship between Bridging the Gap and the County; and,

WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute, on the behalf of the County, the attached MOU with Bridging the Gap; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the MOU once executed.



Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky  
Bryan Covinsky (Jul 17, 2025 13:54 CDT)  
County Counselor

### Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21966 of July 21, 2025, was duly passed on \_\_\_\_\_, 2025 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56789  
ACCOUNT TITLE: Park Fund  
Director of Parks  
Outside Agency Funding  
NOT TO EXCEED: \$25,000.00

07/17/2025  
\_\_\_\_\_  
Date

Sylvia Stevenson  
Sylvia Stevenson (Jul 17, 2025 12:22 CDT)  
Chief Administrative Officer

**Memorandum of Understanding  
for the  
Planning, Restoration, Programming and Improvement  
Of  
Important Natural Areas with the Jackson County Parks System  
Between  
Bridging the Gap / Kansas City Wildlands and Jackson County Parks + Rec**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day of July, 2025, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and Bridging the Gap, who may do business as Kansas City Wildlands, (BTG/KCWL) a tax-exempt Missouri non-profit corporation.

WHEREAS, the County owns and/or manages over 21,000 acres of park property (Property), dedicated to recreation and open space preservation and restoration, which includes numerous important natural areas; and

WHEREAS, BTG/KCWL is a community based non-profit organization, focused on the protection and restoration of the natural environments in the greater Kansas City area, and community engagement with the citizens of the Jackson County on the importance of protecting our most valuable natural resources through outdoor education, stewardship, and programming; and

WHEREAS, both the County and BTG/KCWL recognize the recreational, natural resource, and historical value of the County's Property, and wish to collaborate to manage, protect, restore, and welcome the community to engage, experience, and enjoy the important natural areas and lands that make up the Property, exclusively to preserve and promote these attributes; and,

WHEREAS, the County and BTG/KCWL previously entered into a agreements to plant trees and make other natural area improvements on County properties; and,

WHEREAS, the County and BTG/KCWL wish to outline new responsibilities through this new Memorandum for mutual public benefit for the planning, restoration, programming and improvement of the Property; and,

WHEREAS, the Director of Jackson County Parks + Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

**1. BTG/KCWL Rights and Responsibilities of Access.** BTG/KCWL shall be authorized to enter onto the Property and perform the following activities as further outlines in **Exhibit A**.

- A.) Natural Area Restoration Planning. Utilizing the expertise of BTG/KCWL staff and partners, BTG/KCWL shall develop restoration plans for priority areas within the Jackson County Parks System. Plans shall include, but not be limited to, site analysis, plant inventory, environmental conditions, restoration opportunities, and restoration management plans. BTG/KCWL shall prepare written plans for each site identified, to include maps, photographs, and other data to communicate the goals of the plan, and present such plans to County for approval before the initiation of any site work. BTG/KCWL shall complete no less than one (1) new site restoration plan per year for each year of this agreement.

- B.) Site Restoration Work and Other Improvements. BTG/KCWL shall, at its sole expense and fundraising and the utilization of volunteers, make improvements to the Property for natural area restoration and recreational use by the public. BTG/KCWL shall conduct no less than three (3) separate restoration/improvement events on Property each year, and no less than a total of two-hundred (200) cumulative hours of staff and volunteer work on County Properties.
- C.) Programming. At the agreement of both parties, BTG/KCWL may conduct educational and recreational programming at the Property. Programming shall be focused on environmental education pertaining to the planning and restoration work conducted under this MOU, and other outdoor recreational opportunities as may be desired for a wide variety of audiences, with special emphasis on historically underserved populations. Programming may include educational, health and wellness, and historical programs that offer intentional opportunities for citizens of Jackson County to explore, experience and enjoy the Property. Generally, Property shall remain open to the public for general use during all program activities, unless permission is otherwise granted by County for major events.
1. Program Outreach. When developing the Plan and programming, BTG/KCWL shall engage historically underserved communities for all aspects of program development, including needs assessments, marketing, and program recruitment. BTG/KCWL shall strive to engage with new communities and organizations that may have not previously had access to or knowledge of the Property and outdoor recreation programs and events.
  2. Staffing. BTG/KCWL may hire staff, instructors, lecturers, and program leaders, and recruit volunteers, to develop, market and offer programs and events at the Property. BTG/KCWL shall be responsible for all compensation, background checks, recruitment, training, supervision, and management of persons performing duties and services.
  3. Program Scheduling. BTG/KCWL shall have the responsibility to schedule, cancel, postpone, or terminate any user program or activity on the Property. In the event of inclement weather, or other conditions in which the scheduled activity is reasonably likely to cause damage to the Property or danger to patrons, BTG/KCWL shall reschedule or cancel event and immediately notify the County when program schedule changes have occurred. BTG/KCWL programming is subject to County closures which may preempt BTG/KCWL scheduling. BTG/KCWL programming shall not compete with any existing County-offered or authorized programs, I.E., special events or athletic programs.
  4. Sponsorships. BTG/KCWL may secure sponsors for programs or special events on the Property. Sponsors shall be permitted to display appropriate advertising, subject to County review and approval, during programs and special events. All sponsor advertising shall be removed at the conclusion of each program or special event.
  5. Program/Admission Fees. While the goal of this MOU is to increase accessibility and inclusion, the BTG/KCWL may charge reasonable admission fees to offset the cost of program supplies or equipment, or a group user's fee for selected programs and events in an amount that is consistent with other admission fees charged for similar programs. All fees and charges shall be subject to review and approval by County. All revenue derived from admissions, or any other sources shall be kept by the BTG/KCWL, and be utilized by the BTG/KCWL exclusively for the ongoing programming and improvements at the Property.
- D) Other Site Improvements. Subject to grants and other available funding, BTG/KCWL may make other improvements to County properties with the express written permission of County. BTG/KCWL shall coordinate all improvement projects with Parks + Rec staff. Prior to construction of any capital improvements on the Property, BTG/KCWL shall submit a written layout and design plans of all proposed improvements, including engineering drawings for any infrastructure, including, but not limited to, buildings, bridges, decks, retaining walls, or fencing, to the Parks + Rec Director for

approval. No Work may proceed until plans have been approved by the Director, in writing. Construction of all improvements shall conform to the conditions set forth in **Exhibit B**.

1. After approval of plans and design by the Director, BTG/KCWL shall obtain the Director's written approval for any modifications to improvement plans.
2. Following completion of all work, BTG/KCWL shall be responsible for the daily and capital maintenance and repairs of all improvements made, unless otherwise agreed to by the County.
3. BTG/KCWL shall ensure that all volunteers, employees and/or contractors utilized to fulfill any of BTG/KCWL's obligations hereunder shall also comply with the terms of this Memorandum, the conditions set forth in **Exhibit B**, and the Jackson County Code of Ordinances Chapters 10 and 19 related to the employment and payment of prevailing wages of contractors for construction work on County property to the extent required under the law.
4. Upon completion, all improvements upon County owned lands shall become property of the County, unless otherwise agreed to in writing by both parties.
5. The design requirements of Section 1, Paragraph B shall not apply to small projects that do not involve infrastructure construction or modifications, such as the placement of bird houses, or other small volunteer or scout projects.

**2. County Responsibilities.** County shall perform the following duties at the discretion of the County, subject to appropriation.

1. Grounds Care. County shall continue to perform basic maintenance for all areas of the Property, around parking areas, around buildings and other structures, and along adjacent road-right-of-way.
2. Paved Surfaces. County shall maintain drives, entrances, and parking areas at the Property as needed to maintain safe and navigable public access.
3. Signage. County shall approve all signage prior to public display and may provide and install selected signs on Property.
4. Capital Repairs. Unless otherwise stated herein, County shall provide for the capital maintenance of Property infrastructure, subject to BTG/KCWL fundraising and County appropriation, and other available funding.
5. County-Authorized Recreational Programming. County shall continue to retain all rights and responsibilities to continue current recreational programs on the Property, and to develop new opportunities, independent of the BTG/KCWL.
6. Through its Park Ranger Division, County shall provide for routine security patrols of the Property and respond to requests for park safety services as needed.

**3. Title.** Title and Leases to the Property shall always remain with the County. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Property for recreational purposes.

**4. Term.** Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be five (5) years from date of execution.

## **5. Modification and Termination.**

This Agreement may be extended, modified, or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments, or waivers of any term of this Agreement.

This Agreement may be terminated with a 120-day written notice by either party. Upon such termination, BTG/KCWL shall remove all personal items from Property, unless such removal requirement is waived in writing by the County.

**6. Indemnification.** BTG/KCWL agrees to indemnify and hold harmless County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of BTG/KCWL or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and BTG/KCWL, at its own cost and expense, will defend and protect County against any and all such claims and demands.

**7. Insurance.** BTG/KCWL shall procure and maintain in effect throughout the duration of this Agreement general comprehensive liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate (both general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by BTG/KCWL and its volunteers, employees, agents or subcontractors, under this Agreement. The County, its officers, employees, and agents shall be named as additional insureds under such policy. BTG/KCWL shall also carry a \$1,000,000 umbrella policy. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Insured Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, an aggregate limit of \$2,000,000.
- d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to County, ten (10) days in the event of nonpayment of premium. Upon signing of this Agreement, Contractor shall provide to County a certificate of insurance showing all required endorsements and additional insureds.

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by County, it is the responsibility of BTG/KCWL to see the required insurance coverage is always in force; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of BTG/KCWL's failure to assure the required insurance in effect, County may order BTG/KCWL to immediately stop all activities.

**8. Annual Operations Report.** By March 31st of each year, BTG/KCWL shall provide a written Annual Operations Report to County summarizing activities on the Property for the previous year, including the following. Reports may be submitted to the County via email to an agreed upon address.

- Summary of all planning, restoration, programming and improvement activities performed, including listing of all new plans developed, restoration activities completed, and programs and events offered during the past calendar year, including total attendance, listing of all community groups engaged with, and summary of all expenditures and revenues.
- Summary of restoration and general maintenance of improvement areas completed, including chemicals used, I.E. date, area applied, type, and amount.



- Roster of all paid staff employed by the BTG/KCWL working under this Agreement, with their position titles and hours worked per week.
- Total volunteer service hours performed, and type of work completed by volunteers.
- The Annual Report shall also include a summary of the future anticipated projects and programs BTG/KCWL plans to offer for the coming year and an estimated budget.

**9. Notices.** All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or electronically, to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

<b>JACKSON COUNTY PARKS+REC</b> C/O Director of Parks + Rec 22807 Woods Chapel Road Blue Springs, MO 64015	<b>Bridging the Gap / Kansas City Wildlands</b> C/O Executive Director 1427 W 9th Street Kansas City, MO 64101
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**10. Assignability or Subcontracting.** BTG/KCWL shall not subcontract, assign, or transfer any part or all of BTG/KCWL's obligations under this Agreement without County's prior written approval. If BTG/KCWL shall subcontract, assign, or transfer any part of BTG/KCWL's interests or obligations under this Agreement without the prior written approval of County, it shall constitute a material breach of this Agreement.

**11. Independent Contractor.** BTG/KCWL is an independent contractor with respect to all services performed under this Agreement. BTG/KCWL accepts full and exclusive liability for the payment of all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by BTG/KCWL on work performed under the terms of this Agreement. BTG/KCWL shall defend, indemnify, and hold harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or BTG/KCWL, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. BTG/KCWL is not County's agent and BTG/KCWL has no authority to take any action or execute any documents on behalf of County.

**12. Financial Responsibilities.** BTG/KCWL shall be solely responsible for all costs associated with planning, restoration work, programming and improvements undertaken through this Agreement during the term of this Agreement and any extensions thereof.

**a. Financial Support from County to BTG/KCWL.** Subject to appropriation, the County agrees to pay the BTG/KCWL the total amount of \$25,000 for fiscal year 2025, in one installment upon execution of this Agreement, and an additional \$25,000 per year for the remaining four years of the agreement, subject to performance of all terms and conditions by BTG/KCWL.

**b. Conditions for Payments.** Funding for 2025, and any future years, shall be subject to annual budget approval by County.

To be eligible for any payments, BTG/KCWL shall submit a written proposal setting out in detail the intended use of the County's funding, including the target populations to be served. BTG/KCWL's proposal must be received by March 31<sup>st</sup> for requested funding in any calendar year after the initial year 2025. Any funds provided by the County shall only be utilized for BTG/KCWL's expenses to make and implement plans for the restoration and improvement of the Property, and help cover any program expenses.

Any future payments by County shall be made within the first quarter of each year, provided all requirements for payment have been satisfied by the BTG/KCWL. No future payments shall be made under this Agreement unless BTG/KCWL shall have submitted to the Parks + Rec Department an Annual Financial Report by March 31<sup>st</sup> of each year, including:

- i. BTG/KCWL's IRS Form 990 from the previous fiscal year;
- ii. Statement of BTG/KCWL's total budget for its most recent fiscal year; and
- iii. Detailed explanation and documentation of actual past expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If BTG/KCWL has previously received funding from the County, to be eligible for future payments, BTG/KCWL must submit either an audited financial statement for BTG/KCWL's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds.

No payment shall be made if BTG/KCWL is out of compliance with any other County contract or has not paid county taxes on all properties owned by Organization and assessed by the County.

**13. Equal Opportunity.** BTG/KCWL shall maintain policies of employment as follows.

BTG/KCWL and BTG/KCWL's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. BTG/KCWL shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BTG/KCWL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

BTG/KCWL and BTG/KCWL's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

**14. Hiring Practices.** Pursuant to §285.530.1, RSMo, BTG/KCWL assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, BTG/KCWL shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with any services.

**15. Hold Harmless.** BTG/KCWL shall hold harmless County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by BTG/KCWL and its selected volunteers, employees, agents, or subcontractors, or caused by others for whom they or BTG/KCWL are liable, regardless of whether or not caused in part by any act or omission, including negligence, of County, its agencies, officials, officers, or employees.

**16. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action regarding the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**17. Compliance with Laws.** BTG/KCWL shall comply with all federal, state, and local laws, ordinances and regulations, including Missouri Prevailing Wage laws applicable to any improvements to Property. BTG/KCWL shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

**18. Waiver.** Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

**19. Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this Agreement shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

**20. Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between County and BTG/KCWL with respect to this subject matter, and supersedes all prior agreements between County and BTG/KCWL, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

**21. Severability of Provisions.** Except as specifically provided herein, all the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**22. Representations and Warranties.** County and BTG/KCWL each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

**IN WITNESS WHEREOF,** the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

**Bridging the Gap / Kansas City Wildlands**

I certify that I am authorized to execute this Memorandum of Understanding on behalf of **BTG/KCWL**:

\_\_\_\_\_  
Signature, Executive Director

\_\_\_\_\_  
Printed Name

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

ATTEST:

\_\_\_\_\_

**JACKSON COUNTY**

\_\_\_\_\_  
Michele Newman, Director, Jackson County Parks + Rec

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

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

Approved as to Form:

\_\_\_\_\_  
Bryan O. Covinsky, County Counselor

## **EXHIBIT A**

### **Natural Area Planning & Restoration Scope of Work**

#### **Overview:**

Jackson County manages the largest Parks System in the State of Missouri. Park lands include important natural areas, forests, glades, wetlands, lakes, flood plains and other ecologically sensitive areas. An abundance to diverse plants and wildlife are present in these areas. It is the goal of the Department to manage these lands in a sustainable way, balancing recreational opportunities and land stewardship. Parks + Rec values partnership opportunities with like-minded community partners to achieve common goals, and expand and enhance the County's technical and human resources.

Kansas City Wildlands (KCWL) identifies, and develops plans to restore, conserve, and protect important natural areas and remnant, high quality and highly diverse habitat located on public lands. These sites contain the original biological diversity of the Kansas City area, including rare plants, pollinators, and birds. A key component of Kansas City Wildlands work is the direct involvement of volunteers in conservation work. All workdays include safety and training, but are led with education in mind. Involving people in the stewardship of the creates a deeper connection to the sites and developing committed, long-term communities.

#### **DELIVERABLES under this MOU:**

Natural area site planning, management and restoration (i.e. invasive species management, seeding, prescribed fire) is essential to keep these sites healthy, functioning, intact, publicly accessible for recreation, and providing necessary ecosystem services. Accomplishing this, KCWL will:

- 1) Work with Jackson County to prioritize areas for planning and restoration management, focusing on the areas with the greatest potential for success. Initial priority areas shall include:
  - a) Ongoing work at the Blue River Parkway, including the Blue River Glade, Alex George Wetland, and the areas south of Kansas City's Minor Park
  - b) Blue Springs Lake, including at the Blue Springs Glade
  - c) Lake Jacomo, including areas identified by County staff for ongoing restoration, and the at the Kemper Outdoor Education Center
  - d) Rock Island Corridor
- 2) Develop detailed site management plans for each focus area, to include existing conditions, site analysis, risk factors, potential for restoration goals, and management plans. Written plans shall be submitted to County for review and approval prior to the initiation of any work by KCWL.
- 3) Conduct ecological restoration workdays, to include KCWL staff, and the recruitment, education, training and mobilization of volunteers. Workday activities may include but are not limited to: Invasive species removal, trash and debris removal, controlled burns, and re-planting of native trees, shrubs, ground covers, wildflowers, and other pollinator plantings.
- 4) Recruit, train, equip, and manage volunteers for involvement in each endeavor.
  - a) Include outreach at each workday to engage volunteers in the long-term stewardship and importance of each site
- 5) Track volunteer data – numbers of volunteers and number of volunteer hours, and communicate such data to the Department. KCWL shall follow all Jackson County volunteer guidelines and procedures.
- 6) Conduct workshops/training for County staff and/or Parks volunteers. Workshops may include but are not limited to:
  - a) Identification and proper management of invasive plant species in woodland, forest and/or prairie Parks-managed areas
  - b) Native planting/seeding in forested and/or prairie areas
- 7) Coordinate and conduct volunteer collection and processing of local genotype seed from remnant habitat, to include recruitment, training, training and mobilization of volunteers. Activities may include but are not limited to:
  - a) Advanced training and coordination of biologist/naturalist independent volunteers
  - b) Recruitment, education, and leading volunteer groups in collection
  - c) Surveying and tagging high value plants for collection
  - d) Storage and processing of seed



- e) Native planting/seeding in forested and/or prairie areas
- 8) Recruit, train and manage volunteers for involvement in this project.
- 9) Consult and coordinate ecological restoration activities with and on behalf of County, at direction and approval of County. Consulting and coordination may include but are not limited to:
  - a) Ecological surveys of woodland/prairie areas to inform land management decisions
  - b) Coordinate/consult KCWL Seed Team-harvested seed distribution for parks property
  - c) Coordinate sericea lespedeza season-long volunteer work at priority County park locations as agreed to by both parties.
  - d) Coordinate/recruit Parks fire-trained volunteers involved with prescribed burns on County properties.
  - e) Coordinate trained independent restoration volunteers.
  - f) Consult and partner with Parks staff on fire, mow and spray regimes for natural area management
  - g) Make KCWL's burn trailer (PPE and supplies) available for Parks staff and volunteers during other prescribed fire operations.
  - h) Consult with other organizations working with Parks on the restoration of other parklands.
  - i) Consult and partner with Parks for events within the parks, to present information on collaborative projects to the public and to help recruit new volunteers.
- 10) As budget and funds are available, hire and manage restoration contractors working on County property, and make other improvements on County properties with prior County approval.

## **EXHIBIT B**

### **SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY BTG/KCWL FOR ANY PROPOSED PROPERTY CAPITAL IMPROVEMENTS**

1. Design/Work Plan. Provide a design and plan of Work to County (Director of Parks + Rec) for proposed improvements, for the Director's approval. The Design and Work Plan shall:
  - Show all infrastructure components for construction of non-natural materials such as buildings, playgrounds, dams, bridges, decking, and fencing, etc...
  - Comply with applicable local construction codes.
  - Minimize impact on natural areas to the extent feasible and utilize best management practices to control storm water flow and prevent erosion, including full-bench-cut construction for hillsides.
  - Provide a Missouri professional engineer's signed and sealed drawings for any structural components.
  - For any projects proposed to utilize a combination of paid prevailing wage contractors and volunteer labor, provide a list of all volunteer workman proposed to be engaged in the construction of all improvements and the specific tasks they will perform. Any volunteer work shall be documented in accordance with the Missouri Prevailing Wage law, sections 290.210 et seq., RSMo.
  - For construction services to be performed by paid contractors or employees, provide a list of all workers and the specific tasks they perform. All paid contractors shall be compensated per Missouri Prevailing Wage laws and Jackson County Code Chapters 10 and 19 to the extent required under the law.
  - Provide an estimated anticipated schedule for all construction activities including when work will commence, when work will take place on Premises, and anticipated completion date(s).
2. Construction.
  - Through the use of paid contractors and/or BTG/KCWL's volunteers, BTG/KCWL will construct the improvements in conformity with the design as approved by the County.

- BTG/KCWL will provide all labor, tools, and materials necessary for the construction of related improvements, temporary signage, and safety features, except as otherwise stated in this Agreement. BTG/KCWL is expressly authorized to employ volunteer labor on projects of a cost less than \$75,000.
- BTG/KCWL will not utilize herbicides or other chemicals without prior written approval from the Director. Use and storage of explosives shall not be allowed.
- BTG/KCWL will train, supervise, and insure, and is solely responsible for the contractors, employees and/or volunteers utilized and their safety. BTG/KCWL will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for BTG/KCWL shall be entirely at BTG/KCWL's own risk. Volunteer hours shall be reported annually to County.
- In the event excavation is conducted in connection with improvements, BTG/KCWL assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum of 42" in height and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any area other than the Premises identified in Attachment A.
- BTG/KCWL shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by County. If installation requires, BTG/KCWL shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. All damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of BTG/KCWL.

### 3. Inspection of Installation and Materials.

- During installation of the Work, the County shall have the right to inspect the Work thereon to determine whether the Work is being installed in accordance with the County approved plans. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the County approved plans, upon receipt of written notice thereof from County, BTG/KCWL shall make such alterations as may be required to cause such improvements to conform to the specifications.
- All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by BTG/KCWL and shall be subject to inspection and/or test by County or its authorized representative before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.
- As soon as practical after completion, the entire work will be examined thoroughly by the County. BTG/KCWL will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be remedied by BTG/KCWL as County may require before final acceptance. The cost of all such repairs and replacements shall be borne by BTG/KCWL.

4. Maintenance.

Following completion of construction, BTG/KCWL shall maintain all improvements, including removing litter, trash, limbs, and other obstructions from improved areas, and repair and replacing other infrastructure as needed for the continuous and safe enjoyment of patrons, unless otherwise agreed to by the County.



# Jackson County Missouri

Jackson County Courthouse  
415 E. 12th Street, 2nd floor  
Kansas City, Missouri  
64106  
(816)881-3242

## Request for Legislative Action

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**File #: 25-234, Version: 0**

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**REQUESTED MEETING DATE:** Select Date

**SPONSORS:**

Choose Sponsor #1.

Choose Sponsor #2.

Choose Sponsor #3.

Choose Sponsor #4.

Choose Sponsor #5.

Choose Sponsor #6.

Choose Sponsor #7.

Choose Sponsor #8.

Choose Sponsor #9.

Resolution No.: 21966

Sponsor: Megan L. Smith

Date: July 21, 2025

*To be confirmed by County Counselor's Office:*

**AFF CONTACT:** Tina Spallo      **PHONE:** 816.503.4823

**EMAIL:** tspallo@jacksongov.org

**DEPARTMENT:** Parks + Rec

**TITLE:** A Resolution authorizing the Director of Parks + Rec to execute a Memorandum of Understanding for Conservation Planning and Natural Area Restoration in the Jackson County Parks System with the Bridging the Gap Non Profit Organization through their Kansas City Wildlands Program, at an actual cost to the County in the amount of \$25,000.

**SUMMARY:** This proposed Memorandum of Understanding with Bridging the Gap is designed to continue to advance the goals and objectives of the County's long term park plans, by partnering with local agencies to improve our park programs, and to conserve and restore our most sensitive natural habitats. Bridging the Gap is a Jackson County based non-profit organization with a long history of sustainable programs focusing on natural area protection and restoration, and engaging the community through volunteer efforts and educational programs. Through their Kansas City Wildlands program, the organization has been a long-time partner for restoration of parklands along the Blue River, creating plans for restoration of the Blue River Glade, and recruiting the volunteers needed to implement the program. This MOU expands upon this successful partnership, by bringing the scope

to new areas of the Parks System to take advantage of BTG's expertise in ecological planning, and their unique ability to help manage these important natural areas. Future work sites in our parks, as called out in the MOU, include the Blue Springs Lake Glade, conservation areas at Lake Jacomo, and the Kemper Outdoor Education Center. Funding for this MOU is included in the Department's 2025 Budget. This authorization is consistent with Chapter 1030.7 of the Jackson County Code, Tax Exempt Organizations and Agency services.

**FINANCIAL IMPACT:****NO** ☐

Amount	Fund	Department	Line-Item Detail
\$25,000	003	1601	6789

**YES** ☒**ACTION NEEDED:** AUTHORIZE**TTACHMENTS:**

Proposed MOU

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC#

Date: June 30, 2025

RES # 21966  
eRLA ID #: 25-234

**003      Park Fund**

Cost Center		Spend Category	Program/Grant/Project	Not to Exceed
1601	Parks - Director of Parks		56789	\$ 25,000
APPROVED				\$ 25,000

**APPROVED**

*By Mark Lang at 10:16 am, Jun 30, 2025*

Budget Office