

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE granting a conditional use permit (CUP) in District AG (Agricultural) for a period of ten years to operate a group home, subject to specified conditions on a .5 ± acre tract.

ORDINANCE NO. 4531, June 3, 2013

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

Section 1. A conditional use permit is hereby granted for a period of ten years to operate a group home, as to an approximate .5 ± acre tract of land generally located at 1804 N. Whitney Road, Independence, MO, and specifically described as follows:

Description: Lot 200 and the North 50 feet of Lot 201, Blue Skyline Acres, a subdivision in Jackson County, Missouri.

Section 2. The conditional use permit for a period of ten years granted by this Ordinance is subject to the following conditions:

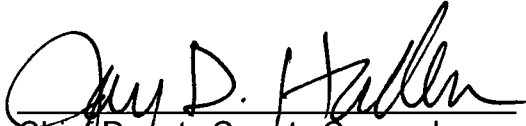
1. The applicant shall comply with all applicable state regulations and licenses governing citizen residential care facilities.
2. Office space shall be limited to support only for the facility and not for support of other facilities managed by the applicant.

Section 3. The Legislature, pursuant to the application of Rita Oliver d/b/a Community Access (CU-2013-212), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 8 to 0 to recommend APPROVAL of this application in a public hearing on May 16, 2013, does adopt this Ordinance

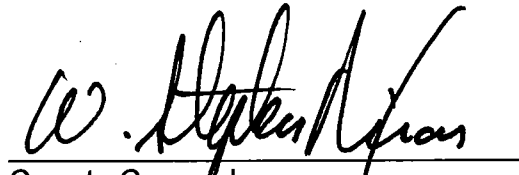
pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4531 introduced on June 3, 2013, was duly passed on July 1, 2013 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0


Abstaining 0

Absent 0

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

7-1-13

Date



Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4531.

7/1/2013

Date



Michael D. Sanders, County Executive

REQUEST FOR LEGISLATIVE ACTION

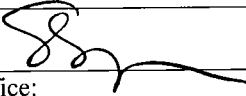
Completed by County Counselor's Office:

~~Res~~/Ord No.: 4531

Sponsor(s): -----

Date: June 3, 2013

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Conditional Use Permit (Rita Oliver dba Community Access)</u> Case No. <u>CU-2013-212</u></p>											
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="332 531 1209 842"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>		Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
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Amount previously authorized this fiscal year:	\$											
Total amount authorized after this legislative action:	\$											
Amount budgeted for this item * (including transfers):	\$											
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>											
<p>CONTACT INFORMATION</p>	<p>RLA drafted by Randy Diehl, Planning and Zoning Coordinator, 881-4577</p>											
<p>REQUEST SUMMARY</p>	<p>Requesting Conditional Use Permit (CUP) in District AG (Agricultural) for a period of 10 years to continue operate a Group Home on 0.5 +/- acres. This location was originally permitted under Special Use Permit (S-344) in 1975, renewed in 1992 (S-344) and in 2003 under CU-2003-167. Description: The facility is located at 1814 N. Whitney Road, lying in Section 19, Township 50, Range 30 and specifically described on Attachment to RLA-1. The Jackson County Plan Commission March 21, 2013 held a public hearing and accepted testimony pertaining to the Conditional Use Permit. Hearing was continued till May 16, 2013. Additional testimony was presented. This request conforms to the general intent and purpose of the Unified Development Code. Therefore, the Plan Commission voted 8 to 0 to recommend <u>APPROVAL</u> for a 10 year period provided the following conditions are met (see attachment RLA-2)</p>											
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
<p>ATTACHMENTS</p>	<p>See Attachment to RLA-3</p>											
<p>REVIEW</p>	<p>Department Director: Earl Newill, Acting Director <i>Earl Newill</i> Finance (Budget Approval):</p>	<p>Date: 05/22/2013 Date:</p>										

<i>If applicable</i>		
Division Manager:		Date: 5/23/13
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

ATTACHMENT TO RLA-3:

Attachments

Plan Commission Public Hearing Summary from May 16, 2013 and March 21, 2013

Staff report

Names/Addresses of surrounding property owners

Map showing current zoning districts in area

Application

Department of Mental Health Certificate to Provide Services and Supports

State of Missouri Tax Certificate

Fire Sprinkler Inspection – 12/3/2012

Fort Osage Fire Protection District Fire Safety Inspection Report – 11/30/2012

Fire Alarm Inspection Report – 1/16/2013

Missouri Department of Public Safety Inspection Survey – 1/24/2013

City of Independence Backflow Prevention Test – 12/3/2012

Holding Tank Pumping Invoice – 4/9/2012

Pictures taken by neighbor

Lease agreement for office space

ATTACHMENT TO RLA-2

Condition Use Permit for a period of 10 (ten) years with the following Conditions:

- 1) The applicant shall comply with all applicable state regulations and licenses governing citizen residential care facilities.
- 2) Office space shall be limited to support only for the facility and not for support of other facilities managed by the applicant.

CU-2013-212

ATTACHMENT TO RLA 1:

Description: Lot 200 and the North 50 feet of Lot 201, Blue Skyline Acres, a subdivision in Jackson County, Missouri

Jackson County Plan Commission Summary of Public Hearing

Date: May 16, 2013

Place: Independence City Hall
111 E. Maple, Independence, MO

Attendance: Larry Antey
Denny Gibler
Tom Haley
Janet Mershon
W.L. Pointer
Jack Crawford
Bill Tarpley
Terry Akins

Staff: Scott George
Randy Diehl
Jay Haden
Kerri Moore

Call to Order/Roll Call

Chairman Antey called to order the May 16, 2013 meeting of the Plan Commission and asked that the roll call be taken.

Approval of Record

Chairman Antey asked for a motion to approve the record of March 21, 2013. Mr. Haley moved to approve. Mr. Tarpley seconded the motion. Voice vote. Approved.

Public Hearings

Chairman Antey swore in all persons present to give testimony at the public hearings.

2. CU-2013-212 – Rita Oliver dba Community Access

Requesting a Conditional Use Permit in District AG (Agricultural) for a period of 20 years to continue a Group Home on a 0.5 ± acre lot. The 0.5 ± acres are located in Section 19, Township 50, Range 31, Jackson County, Missouri aka 1814 N. Whitney Road.

This was held and held over from the March 21, 2013 meeting.

Mr. George gave a recap of discussion from said meeting and gave an update as to some of the items that were discussed then. Applicant provided staff with a copy of a lease agreement for office space located at 37th Terrace and Ponca Drive, in Independence. Mr. George related that

he and Mr. Diehl visited the facility on Whitney Road on a regular business day and observed that no training was going on and there were no issues with cars parking on the road. Issues brought up at the previous meeting appears to be addressed.

Staff is recommending amending the request to a 10 year period for the Conditional Use Permit with the same conditions.

Mr. Tarpley asked since the pay day and training have been moved, there are no parking problems now? Mr. George replied that Randy and I visited the site and stayed for a while to observe. The Engineering Department had also went out and looked at the situation. Mr. Tarpley asked if there was any line of site issues with the location of the driveway. Mr. George said that the Engineering Department feels the location of the drives are appropriate. Mr. Tarpley inquired if there was a lot a traffic on the road? Staff replied that this was a busy road.

Mr. Crawford inquired if the business office and training issues should be added as a condition of the permit. Mr. George replied that any conditions to the permit could be added by the Commission.

Chairman Antey said a second condition could read "Office space shall be limited to support only for the facility and not for support of other facilities managed by the applicant".

There were no additional questions for staff.

Mr. Antey asked the applicant to come forward.

Rita Oliver, 1814 N Whitney Road, Independence, MO 64058 came forward and swore in. Ms. Oliver stated that after the March meeting she started looking for alternate space for the business office. All the payday training ceased at this location. Most of the office and staffing have already moved to the new office location off of Ponca Drive. Once the phone system is operational, the last remaining staff members will move.

There were no additional questions for applicant.

Mr. Antey asked if there was anyone that wanted to speak in favor of this application. He then asked if there was anyone who would like to speak that is opposed to or has questions. Please come forward and state your name and address and your concerns.

Richard Cash, 1822 N Whitney Rd came forward. Mr. Cash had questions relating to the length of the permit and being able to call in if there was any problems, and not have to wait 10 years to voice concerns.

Mr. Antey asked staff how long the previous permits were approved for. Mr. Diehl replied three previous permits granted at 10 years each.

Mr. Antey stated that concerns could be voiced to the County at anytime. Mr. Tarpley said that if there was a violation of any conditions, they would have the opportunity to complain. Mr. Crawford said if they change their operation a permit could be null and void. Mr. Antey brought out that you see how the process works, that the applicant has been willing to changes things.

Mr. Antey asked to take this under advisement. Ms. Mershon made a motion to take CU-2012-212 under advisement. Mr. Haley seconded the motion.

Mr. Tarpley stated all problems have been rectified and the Commission should go with staffs recommendation on the conditions and amendments as stated.

Jay Haden, County Counselor, spoke about the testimony during the March meeting and there were no conditions in place to prevent other activities taking place. Not having conditions in place would make it difficult to argue the fact they could exist.

Mr. Tarpley moved we approve CU-2013-212, with the additional conditions, Mr. Haley seconded.

Mr. Akins	APPROVE
Mr. Gibler	APPROVE
Mr. Pointer	APPROVE
Mr. Tarpley	APPROVE
Mr. Haley	APPROVE
Mr. Crawford	APPROVE
Ms. Mershon	APPROVE
Mr. Antey	APPROVE

CU-2012-212 – APPROVED (8-0)

Jackson County Plan Commission Summary of Public Hearing

Date: March 21, 2013
Place: Independence City Hall
111 E. Maple, Independence, MO

Attendance: Larry Antey
Sandra Querry
Jack Crawford
Denny Gibler
Tom Haley
Janet Mershon
W.L. Pointer
Bill Tarpley

Staff: Larry Schall
Randy Diehl
Scott George
Jay Haden
Chris Jenkins
June Van Loo
Joan Dickey

Call to Order/Roll Call

Chairman Antey called to order the March 31, 2013 meeting of the Plan Commission and asked that the roll call be taken. Commissioner Akins was absent.

Approval of Record

Chairman Antey asked for a motion to approve the record of January 17, 2013. Ms. Mershon made a motion to approve. Mr. Haley seconded the motion. Voice vote.

Minutes of January 17, 2013, Approved.

Public Hearings

Chairman Antey swore in all persons present to give testimony at the public hearings.

2. CU-2013-212 – Rita Oliver dba Community Access

Requesting a Conditional Use Permit in District AG (Agricultural) for a period of 20 years to continue a Group Home on a 0.5 ± acre lot. The 0.5 ± acres are located in Section 19, Township 50, Range 31, Jackson County, Missouri aka 1814 N. Whitney Road.

Mr. George introduced CU-2013-212 and entered 16 exhibits into record.

Location: 1814 N. Whitney Road

Area: 0.5 ± acres

Request: Request for a Conditional Use Permit for 20 years to continue a Group Home

Background: Location was originally permitted as a Special Use Permit (S-344) in 1975 as a Boarding Home. Permit was renewed in 1992 (S-822) for operation as a Senior Citizens Boarding Home. In 2003, with the Unified Development Code becoming effective on June 1, 1995, the facility was renewed in 2003 as a Conditional Use Permit (CU-2003-167) for a period of 10 years continuing as a Senior Citizens Assisted Living Home.

Current Land Use and Zoning in the Area:

Zoning in the area is agricultural. Land use are residential lots.

Comments:

The UDC states at 24005.11.b under Group Dwellings, the requirements for a Group Home are:

1. A group home is a residential care facility, providing 24-hour care, in a protected living arrangement, for not more than six (6) residents with physical or mental disabilities.

2. The group home shall be approved or licensed by the State and County, as applicable and required.

Applicant states in the renewal application , the Group Home is for five (5) persons.

The applicant has a current license from the State of Missouri (**Exhibit 9**) for this facility. Applicant has also provided other documentation (**Exhibits 10-16**) regarding inspections and routine maintenance of the facility.

Recommendation:

Staff recommends APPROVAL of CU-2013-212 for a period of 20 years, subject to the following conditions:

- 1) That the applicant complies with all applicable state regulations and licenses governing citizen residential care facilities.

Mr. Antey asked if there were any questions for staff?

Mr. Pointer asked how long is the state approved for?

Mr. George responded every 2 years.

Mr. Pointer asked if when it is renewed they send us a copy of it.

Mr. George responded yes.

Mr. Tarpley asked do we feel ok about the fire safety and the treatment of the people.

Mr. George responded yes.

Ms. Mershon asked if they had to have a county approved license?

Mr. George responded that on our side of things they only need the conditional use permit. We can check into what the Health Department requires.

Mr. Antey asked the applicant to come forward.

Rita Oliver, 638 Rockwell Ave, Independence, MO 64056.

Ms. Oliver stated that she put on the application about the every pay day traffic is horrific and I am willing to move pay day to somewhere else because I know that it an issue.

Ms. Mershon how many people in the home.

Ms. Oliver stated they support 5 people but we have 35 staff that comes for payday, and the traffic is horrific and then we do training then also.

Mr. Antey asked what kind of training do you do.

Ms. Oliver stated for state CPR administration.

Mr. Antey asked how big of classes do you hold.

Ms. Oliver stated anywhere from 5 to 7-10.

Mr. Pointer asked if she could set it up to where they pay would go straight to their bank account?

Ms. Oliver stated we have talked about that but then sometimes we would not see them to set up for trainings so. We have tried all avenues but I know that it is congested.

Mr. Tarpley asked what her traffic concerns are.

Ms. Oliver stated well the staff park everywhere, they all come at one time for their paychecks and it does get congested.

Mr. Tarpley asked if the parking lot was not big enough to handle it?

Ms. Oliver stated no it is not. I talked to EOC to see if I could say like ABC comes this time and they said no we have to have a full length of time.

Mr. Tarpley asked the one question was who originally opened up the facility?

Ms. Oliver said she did not know who originally opened up the facility uhm we took over in 2002 I believe it was.

Mr. Antey asked if there was anyone that wanted to speak in favor of this application. He then asked if there was anyone who would like to speak that is opposed to or has questions. Please come forward and state your name and address and your concerns.

My name is James Thompson, 17800 E. Whitney Road; my property is directly across the street. My primary concern about the whole thing has been the parking. It is not only the congestion it is extremely dangerous. This property is on a hill a fairly steep hill and they park on my side traffic has to move into the incoming lane at 30mph speed limit each direction that is 60 miles and hour. This road does have a good sight clearance, I do have a degree in civil engineering, it would not be allowed under current standards but it is extremely dangerous especially with the smaller cars we have. Now this has become mainly a problem since they moved their business unit it to this facility. I believe it was 2008 at that time.

Ms. Oliver stated we did that when we moved in to it.

Mr. Thompson stated that was about 2008. Uh we did not have the problem before then. I would also like to say that when they did that they also for some reason allowed their contractor dump about one to two yards of crusher in the ditch on my side, they never did straighten it out, they messed the ditch all up. Nobody straightened it out they went ahead and paved and it was never solved at that point. So the dealing with the neighborhood was not very good at that point in time. I really want to emphasize the danger of the parking and I have no problem with the facility like this but I do have a problem with the operation of a business there that is outside of taking care of the patients themselves. Monday there were 16 vehicles parked in the driveway

and yesterday I counted 15 as I drove by. Now for five residents that seems like an awful high rate and that doesn't include the ones that are coming to pick up their checks. They are parking in the ditch and tearing the ditch up and every thing like that. If nothing else just because of the safety I would like to see no parking signs across the area in front of theirs so that people do not try to park and pass in a very dangerous situation. I don't know if that would be something you could recommend but this particular location I think would really be benefitted by no parking signs. I believe that there is a white stripe that is really saying no parking anyways but nobody knows that you understand what I am saying.

Ms. Mershon stated that it would not make any difference.

Mr. Thompson stated at least if there is a sign there I can call the police or somebody else can call the police and give them tickets. The white line does not make any difference but if there is a white sign with a circle with a P in it it is fairly obvious. I know there are other people that have complaints about parking so I will let them talk.

Mr. Tarpley asked if there had been many accidents at this location.

Mr. Thompson stated I have not seen any myself. Now my property has a tree line across it so I can not see much out there, and up until the last few months I was not home during the day.

Mr. Tarpley has a question for staff. Is that possible that we can recommend the no parking on one side of the street?

Mr. George stated we will have the Engineering Department go out there and look at the situation. Honestly from his discussion it sounds like that could possibly be warranted and we would have to get the engineer out there to make sure that that would be appropriate. I will add that staff was not aware of the parties concerns prior to this but we can take a look at it to see what we can do to make sure everything is safe out there.

Mr. Tarpley asked the speed limit on that road.

Mr. Thompson stated 30 miles an hour, the corner is 15 but as soon as you get around the corner it is 30 in both directions.

Mr. Tarpley asked if there was a line of sight problem. Or do we know?

Mr. Thompson stated he could guarantee that there is a line of sight problem.

Mr. George stated that we will have Chris our Civil Engineer get all this addressed.

Mr. Crawford asked Mr. Thompson to show him where his property is located in comparison to the applicants.

Mr. Thompson pointed it out on the map.

Mr. Crawford asked if there are cars parked on the curve.

Mr. Thompson said this is a curve here this is County property that was plated over to the County and I mow it, there is about an acre there.

Mr. Tarpley asked on that one acre lot that you mow is it possible it could be used as an auxiliary parking lot, or is there an access to it.

Mr. Thompson stated somebody else will be taking care of it because I am not.

Mr. Antey asked if there was anyone else that would like to speak that has questions please come forward.

Joann Munger we live at 1808 N. Whitney Road which is right directly next door. I know that you did ask that we did not repeat anything but again my main concern is not with the facility being what it is. It is the influx of traffic because I have had to go out several times and ask people to please do not park in front of my mailbox. I do not get my mail when they park in front of my box. Whitney Road is not exactly the widest road in the world and when they park on both sides of the road one car can only go through. We get a lot of fire trucks and ambulances going down that road, I honestly think that we are really lucky that none has tried to go by during there pick up times or training times or whatever because I do not think there is enough space that a fire truck could make it through there. They park directly across from my driveway which makes it difficult for us to get out. Again I have no problem with the facility if they can do something about the parking. They dump their trash in my yard they sit out there and clean out their cars that is just a personal thing.

Mr. Tarpley asked and how long has the parking been a problem? How many years?

Ms. Munger stated only since they moved in and remodeled the basement and made in to an office facility, when it was just them that was fine, I don't know 2 or 3 years maybe 5 years it has been coming. I do have pictures from Monday but Monday was a light day there was about 15 cars there.

Mr. Pointer asked if she wanted to enter the pictures into exhibits.

Ms. Munger said yes.

Pictures were entered as exhibits number 17.

Mr. Haley asked and you said this is twice a week that this happens?

Ms. Munger said yes.

Mr. Tarpley asked what days are they.

Mr. Munger said Monday and I believe Thursday the second day I am not sure off.

I am Richard Cash I live at 1822 North Whitney I live at the north side of the nursing home my property butts up with the nursing home no the north side. Since I have been there for the last

20 years I have been hit there once coming out of my own driveway on the south side of my house. But I am on the north side of the nursing home and we do have a problem with all the cars parked there. It was a pretty good deal when they had the boarding home in there with a few of the people in there but I have been hit once on that hill in last month or two I own Richards Family Restaurant down there on 291 and we are out there most of the time and when the cars pull over the hill and they are parked in there you will hear them squeal there tires to try to stop to avoid hitting someone that is parked on the other side of the road. There are ditches on both sides of the road and there is no place to actually park. The business part of the nursing home was out of there and the boarding home was in there we don't have no problem with that part of it because of the handicap kids. I got a ticket for my dog barking at large in the neighborhood because there are so many people going in and out all the time and then I get a ticket for it and I have to go to court over it which is too much. It is way to much, I live on the crest of the hill so my driveway comes right at the crest to when ever you crest that hill you are in a pretty good mode and 30mph to try to stop if somebody is on the other side. It has become a big issue and I say if it needs to come up the boarding issue of it needs to be five years. 20 years is way too much there could be a lot of things happening in 20 years of having this permit to be able to put them in there. So I say 5 years it needs to be reviewed for the nursing home being next door.

Mr. Tarpley asked if they limited the parking to one side of the street do you think that might resolve the problem.

Mr. Cash stated you can't get on either side of the street there is a ditch about two foot deep on the nursing home side and on Jims side there is a ditch over there that has a spring that runs through there constantly that comes out of that hill so if you pull off the side of that road you are sunk in the ditch. Me and Jim has been working on cutting all that out of there just to level it off to make it look nice for everybody in there but there is no way that you could park on the side of the road.

Mr. Tarpley stated he saw one picture that showed cars parked on both sides.

Mr. Cash stated that it gets pretty congested if somebody comes a flying up over the hill and there is another car coming over the hill he would be squealing his tires they are backing over the hill it is pretty dangerous. It is not a situation for cars to be parked on the road period on that part of the hill or in that corner on Whitney Road.

Mr. Tarpley asked what about a stop sign at the top of the hill.

Mr. Cash stated that a stop sign will do no good.

Mr. Crawford ask they had off site parking for the cars during this training session would you have a problem with that. If the cars were not on the road.

Mr. Cash said the only thing they could do is tear up the back yard to fit more cars in because they added on to the south side of the nursing home and put a parking lot on that side there. So if they put that on there it would not be enough room to accommodate the cars. The car lights coming into your house at night when you are sleeping. I had to build a dorm on my side just to

keep the headlights from shining in my bay window on my side of the house. They come in on different nights the shift changes you know so it gets to be.

Mr. Crawford said that is a minimal amount of cars that come in at night but we are talking about two different things here during the day. There is during the day there is a large number of cars is that correct.

Mr. Cash stated he does not think there is enough room to accommodate when they do their training because we are all on septic tanks you know then you would have to get in to the lateral field that is in the back side of the septic tank and the nursing home if the went any further back in to the yard.

Mr. Crawford asked is an area in the front yard right in front of the nursing home?

Mr. Cash stated it is on a hill and comes to a ditch to the front of it. I has a front yard it is probably 40 feet from the road to the front of the nursing home. It is a yard and hill and it goes right down in to the ditch.

Mr. Antey asked if there was anyone else that wished to speak on this subject.

Mr. Antey swore in the rest of the citizens that came in late.

My name is Susan Roar and I live at 1821 N. Whitney Road and so I am kind of adjacent and across the street from it. I just wanted to echo what they said about parking, you know pulling out of my driveway and there are cars on both sides and it is pretty congested.

Mr. George stated that in light of the testimony we have been given today and the fact that when the staff visited the sight it had to be on a light day. We would like to ask that you guys hold this so we can actually go out and do some thorough investigation. We might have to re-enter the Conditional Use with out that portion of it.

Mr. Antey asked the applicant to come forward and clarify what is going on there.

Ms. Oliver stated that on the application I did put Group Home/Office because it is because we do training and we do payday. I will stop payday at that place. It is every other Monday

Mr. Crawford could you explain the training is that something they do for pay.

Ms. Oliver stated it is just our employees.

Mr. Crawford asked how often you have training.

Ms. Oliver stated probably twice, three times a month. It depends on what staff need.

Mr. Crawford asked how long does this training last.

Ms. Oliver stated it can go on all day, depending on what training they are having. If I need to move that I will to. I just do not want those five people out of their home.

Mr. Crawford asked do you have a lot of turn over.

Ms. Oliver stated yes they do. That is why we continually train.

Mr. Pointer asked how many people work per shift that really work.

Ms. Oliver that really work for four per shift during the day in the group home. Then in the office there are 6 people, myself, the trainer, and the nurse. This is not just for that group home either. I have other off site day rehab that we train too.

Mr. Pointer stated you have other business that you are running out of that location.

Ms. Oliver stated it is not other businesses it is the same business.

Mr. Crawford asked how many locations are there in Jackson County.

Ms. Oliver stated in Jackson County I have two. One in Higginville.

Mr. Pointer asked how many do you run out of there total.

Ms. Oliver stated uhm well but in Higginville they don't train in Independence we do training down there. So it is a total of ten people, fifteen at Whitney and 15 in Independence and then on Lee's Summit and then uhm the staff that runs in there.

Mr. Hayden stated Mr. Chairman I think Mr. Georges recommendation to the Commission is well founded if had some more time to check in to the exact nature of the use out there and to then craft some more specific recommendations regarding conditions that might be applied at this dual use were to be allowed to continue I think that might give the Commission a lot more to work with at the next session.

Ms. Oliver asked what happens until then.

Mr. Hayden said he did not think there will be any issue with continuing the Group Home use while the application is pending.

Mr. Crawford made a motion to table this until next month.

Mr. Antey said before we do that we need to close.

Mr. Haden recommended you keep it a public hearing because there may be some information that comes forward that would cause you to want to take more testimony. Mr. George would not be in a position to know that until he actually went out there to check in to the stuff that came up in the meeting. I think the people that are hear today they had there say. They may choose to come again or they may not. I think you would want to reserve the right to hear more testimony.

Mr. Crawford removed his motion.

Mr. Antey asked the applicant if she had anything to add at this point.

Ms. Oliver stated no, other than that she will remove the payday and training if she needs to. I do not want those five people to lose their home.

Mr. Antey asked if there was anyone who would like to speak and have their say. This testimony today will carry over to our next meeting and will not need to be repeated so if you are here and may not be able to be here next time and you would like your voice heard I would encourage you to say if you have anything further to add.

Ms. Munger stated she wanted that the commission to know that they do not have a problem with the group home being a group home. It has been there since 1975.

Mr. Antey said he heard that in all the testimony.

Mr. Tarpley stated seeing there is no more testimony he recommends we table this until the next meeting.

Mr. Crawford asked that before we table he has a question for Mr. George.

Mr. Tarpley withdrew his motion.

Mr. Crawford stated sir the applicant it sounds like she has verbally agreed to move the training and pay day so it will take care of the traffic issue with that being said do you still want to do a discovery on this or just make it a condition.

Mr. George stated he would like to there may be the office could possibly be there and the training be somewhere else. I would like to actually get in there do some numbers, speak with engineering to make sure we have everything covered. So that way we can address the Conditional Use.

Mr. Haden stated we need to clarify the underlying nature of the permit in the first place. It is a permit for a group home and what has been described here is something beyond a group home in my opinion. So we are going to have to define what the nature of the permit is that is being granted.

Mr. Antey stated with any operation you are going to have office staff.

Mr. Haden agreed Mr. Chairman I am not sure that this is an office operation completely describes completely what is going on there and that is one of the things Mr. George needs to check in to.

Mr. Chairman seeing no more testimony I recommend we table this until the next meeting. Mr. Haley 2nd the motion. Voice vote motion carries. The motion is tabled until the next meeting.

STAFF REPORT

PLAN COMMISSION

March 21, 2013

RE: CU-2013-212

Applicant: Rita Oliver / Community Access

Location: 1814 N. Whitney Road

Area: 0.5 ± acres

Request: Request for a Conditional Use Permit for 20 years to continue a Group Home . **Amended to 10 years**

Background: Location was originally permitted as a Special Use Permit (S-344) in 1975 as a Boarding Home. Permit was renewed in 1992 (S-822) for operation as a Senior Citizens Boarding Home. In 2003, with the Unified Development Code becoming effective on June 1, 1995, the facility was renewed in 2003 as a Conditional Use Permit (CU-2003-167) for a period of 10 years continuing as a Senior Citizens Assisted Living Home.

Current Land Use and Zoning in the Area:

Zoning in the area is agricultural. Land use are residential lots.

Comments:

The UDC states at 24005.11.b under Group Dwellings, the requirements for a Group Home are:

- 1. A group home is a residential care facility, providing 24-hour care, in a protected living arrangement, for not more than six (6) residents with physical or mental disabilities.*
- 2. The group home shall be approved or licensed by the State and County, as applicable and required.*

Applicant states in the renewal application , the Group Home is for five (5) persons.

The applicant has a current license from the State of Missouri (**Exhibit 9**) for this facility. Applicant has also provided other documentation (**Exhibits 10-16**) regarding inspections and routine maintenance of the facility.

Recommendation:

Staff recommends APPROVAL of CU-2013-212 for a period of 20 years, subject to the following conditions:

- 1) That the applicant complies with all applicable state regulations and licenses governing citizen residential care facilities.
- 2) Office space shall be limited to support only for the facility and not for support of other facilities managed by the applicant.

Respectfully submitted,
Planning and Environmental Health Division

Randy Diehl
Planning and Zoning Coordinator

**Plan Commission
March 21, 2013
CU-2013-212**

Applicants / Property Owners:

**Rita Oliver
Community Access
1814 N. Whitney Road
Independence, MO 64058**

**1402 Lees Summit Road Inc
Thomas Geha
1209 Arno Road
Kansas City, Mo 64113**

Parcel No: 16-310-10-13-00-0-00-000

**Certified Mail – Return Receipt
Property Owners within 180 feet**

**13-310-10-06-00-0-00-000
Lee Caruthers
1811 N. Redwood
Independence, MO 64052**

**13-310-10-25-02-0-00-000
Richard & Sandy Cash
1822 N. Whitney Road
Independence, MO 64058**

**16-310-10-25-01-0-00-000
Richard Dean Cash**

**16-310-10-24-02-0-00-000
Richard Dean Cash**

**16-310-10-23-00-0-00-000
Ivan & Nadine Dennis
1821 N. Redwood Drive
Independence, MO 64058**

**16-310-10-24-01-2-00-000
Ivan & Nadine Dennis**

**16-310-10-19-02-0-00-000
Carol Dudley
1801 N. Redwood Drive
Independence, MO 64058**

**16-310-01-20-00-0-00-000
Brian Hedges
1901 N. Whitney Road
Independence, MO 64058**

**16-310-10-26-00-0-00-000
Denny & Peggy Matthews
1809 N. Redwood Drive
Independence, MO 64058**

**16-310-10-10-00-0-00-000
Tyler Meyer & Katlyn Harris
1802 Whitney Road
Independence, MO 64058**

**16-310-10-17-00-0-00-000
Carl & Joann Munger
1808 N. Whitney Road
Independence, MO 64058**

**16-310-10-05-00-0-00-000
Richard & Karen Ramirez
1813 N. Redwood
Independence, MO 64058**

**16-310-01-21-00-0-00-000
Dennis & Susan Rohr
1821 N. Whitney Road
Independence, MO 64058**

**16-310-01-22-00-0-00-000
James & Karen Thompson
17800 E. Whitney Road
Independence, MO 64058**



Jackson County
Zoning Map

Legend	
	Pending Condition Use
	180' Notification
	Legislative Action
	Streets
	all other values
	parcels
	all other values
	Pending
Rezoning	
	RR-Residential Ranchette
	RR-Residential Ranchette-Planned
	RE-Residential Estates
	RS-Residential Suburban
	RU-Residential Urban
	A(1)-Single-Family
	B(1)-Two-Family
	C(1)-Multi-Family
	A1-Mobile Homes District
	ROP-Residential Office-Planned
	LB-Local Business
	LBP-Local Business-Planned
	GB-General Business
	GBP-General Business-Planned
	L1-Light Industrial
	L1P-Light Industrial-Planned
	H1-Heavy Industrial

EX. 5
CU-2013-212
Ord

1 inch = 200 feet



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-2013- 212
Date filed 2-19-13 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: Community Access
Address: 1814 N Whitney Road
Independence MO 64058
Phone: _____
 - b. Owner(s) Name: Thomas Geha
Address: 1209 Arno Road Kc. mo 64113
Phone: 913 - 563 - 6707
 - c. Agent(s) Name: Rita Oliver

Address: 638 N Rockwell Ave
Independence, MO, 64056
Phone: 816-405-8509

d. Applicant's interest in Property: _____

2. A CONDITIONAL USE PERMIT IS HEREBY REQUESTED for the following described use: Spenson Group Home for persons with developmental disabilities for a period of 20 years; property described as follows: a tract of land 20500 square feet/acres in size located at 1814 N Whitney Road Road. Present Zoning District A Agricultural

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

All of Lot 200 and the North half of Lot 201
Blue Skyline Acres a subdivision of land
in Jackson County Missouri

4. Present Use of Property: Spenson Group Home for persons with developmental disabilities
↓ office

5. Proposed Use of Property: Same as Present with Renewal of
Special Use Permit

6. Estimated Time Schedule for Development: NA

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

None

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 City of Independence

b. Sewage disposal on-site Septic Tank

c. Electricity Kansas City Power + Light

d. Heating Mo Gas Energy

e. Fire and Police protection Fort Osage + Jackson County Sheriff's Dept.

10. Describe existing road width and condition: 19' Asphalt good condition

11. What effect will proposed development have on existing road and traffic conditions? ON Payday there is more traffic than usual.

12. Are any state, federal, or other public agencies approvals or permits required for the proposed development? Yes

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): State of MO Certification to Provide Medicaid Waiver services & Supports # 5939-12785
MO Fire Marshall Inspection - Facility # 308
City of Independence Water Backflow File # 00004684
Fort Osage Fire Inspection
Tiren - Fire Alarm Inspection

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 [Handwritten Signature] Date 02-12-2013
Property Owner(s) _____

Applicant(s): Rita Oliver 02/12/2013

Contract Purchaser(s): _____

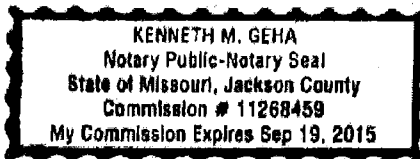
STATE OF Missouri
COUNTY OF Jackson

On this 12th day of February, in the year of 2013, before me
the undersigned notary public, personally appeared Thomas G Geha and
Rita Oliver

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 [Handwritten Signature] Commission Expires Sept 19, 2015





STATE OF MISSOURI
Department of Mental Health
Division of Developmental Disabilities
Certificate to Provide Medicaid-Waiver Services and Supports

THIS IS TO CERTIFY THAT: ADDRESS
Community Access
1814 North Whitney Road
Independence, MO 64058 64506

has met the requirements of 9 CSR 45-5.010 for Certification of Medicaid Agencies Serving Persons with Developmental Disabilities to provide the following services:

Group Home/Individualized Supported Living/Independent Living Skills Development

The Division of Developmental Disabilities issues this certificate to authorize the provision or arrangement of services, supports and opportunities necessary for individuals to achieve the outcomes specified in the Certification Principles. Achievement of these outcomes will ensure that the services and supports received by individuals assisted under the Medicaid-Waiver programs are adequate to assure the individuals' health, safety, and protection of legal rights. The certificate further ensures that the agency develop and implement an enhancement plan.

Certification may not exceed two years from date of issuance. The Division may revoke this certificate or deny application for a certificate if the Division finds a substantial failure to meet the requirements for certification as set forth in the principles and rules.

If any substantial changes occur, such as the adoption of a new service, change in ownership, and/or significant geographic relocation or expansion to provide the same services in a new region, the requirements for an Initial Certificate issued by the Division Director must be met.

Effective Date: March 1, 2013

Expiration Date: February 28, 2015

Number: WCS-0012-0213

Signed: 
Jané Perry, M.Ed. Director
Licensure and Certification

State of Missouri

LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES AND SALES (Charitable)

Issued to:

Missouri Tax I.D.: 17464005

COMMUNITY ACCESS
1814 N WHITNEY RD
INDEPENDENCE MO 64058

Effective Date: 05/04/2012

Expiration Date: 05/04/2015

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.2(19), RSMo. This letter is issued as documentation of the exempt status of your organization. The organization above must adhere to the requirements of this exempt status.

As noted above, this is an expiring exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your organization only if your organization issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.
- Sales by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities.
- Sales intended to raise funds, not related to the exempt function of your organization, may be exempt only if such sales are occasional or isolated sales.
- If your organization engages in a competitive commercial business that serves the general public, even if the profits are used for your exempt charitable, religious and educational functions, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Division, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Date: 12/3/12
Time: 9:44 AM
Job Number: UI 8169
Technician: ANDY MARKEL



National Fire Suppression

Protecting Lives and Property

a division of WSFP
a subsidiary of **API Group, Inc.**

Annual
FIRE SPRINKLER INSPECTION

GROUP HOMES

1814 N WHITNEY RD
INDEPENDENCE MO. 64058
RITA OLIVER 816-405-8509

GROUP HOMES

1814 N WHITNEY RD
INDEPENDENCE MO. 64058
RITA OLIVER 816-405-8509

National Fire Suppression

501 Sunshine Road
Kansas City, Kansas 66115

Phone Number (913) 321-9208 Fax Number (913) 321-9031



API Group Inc. is a member of the U.S. Green Building Council
Western States Fire Protection


Albuquerque, NM: Centennial, CO: Fort Collins, CO: Pflugerville, TX: San Antonio, TX: Nampa, ID: Casper, WY:
Lakewood, CA: Colorado Springs, CO: Houston, TX: Phoenix, AZ: Spokane, WA: Missoula, MT: Glenwood Springs, CO:
Black Hawk, SD: Grand Prairie, TX: Oregon City, OR: Redmond, WA: Sacramento, CA: Upland, CA: El Paso, TX:

National Fire Suppression

Decatur, IL: Kansas City, KS: Maryland Heights, MO:

Statewide Fire Protection

Las Vegas, NV



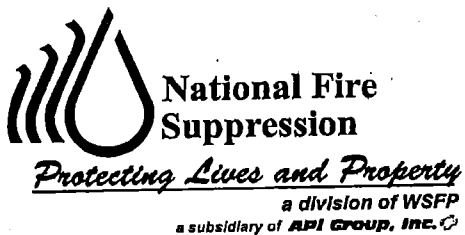
National Fire Suppression
Protecting Lives and Property
 a division of WSFP
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12/3/12

UI 8169

GROUP HOMES

		YES	N/A	NO	
WET SYSTEMS					
A. No. of Systems	1	Make & Model		1" BALL VALVE W/ WATERFLOW SWITCH	
B. Was the date of the gauge(s) checked, since gauges are required to be tested with a calibrated gauge or replaced every five years?				X	
If tested with a calibrated gauge and the gauge was not within 3% over the full scale they must be recalibrated or replaced					
C. If applicable, have any dry type heads more than 10 years old had a representative sample tested			X		
D. Have all known and readily apparent antifreeze systems been tested?					
E. Date antifreeze systems were tested	N/A				
F. The antifreeze tests indicate protection to temperature:	Sys. 1	N/A	Sys. 2	N/A	
	Sys. 3	N/A	Sys. 4	N/A	
	Sys. 5	N/A			
G. Did alarm valves, water flow alarm indicators and retards test satisfactorily?		X			
DRY SYSTEMS Q11y					
A. No. of systems	Make & Model		N/A		
Date last trip tested	N/A	Partial	N/A	Full	
B. Are the air pressure and priming water levels normal?				X	
C. Did the air compressor operate satisfactorily?				X	
D. Were readily accessible and visible low points drained during this inspection?				X	
E. Were dry system trip tests performed? (If yes, see DPV Trip Test Report)				X	
F. Do dry valves appear to be protected from freezing?				X	
G. Is the dry valve house heated?					
SPECIAL SYSTEMS Q11y					
A. No. of systems	Make & Model		N/A		
Type	N/A				
B. Were all known valves tested as required?				X	
C. Did all heat responsive systems operate satisfactorily?				X	
D. Did the supervisory features operate during testing?					
Heat Responsive Devices					
Valve No.		Type		Type of Test	
1	N/A	2	N/A	3	N/A
4	N/A	5	N/A	6	N/A
7	N/A	8	N/A	9	N/A
10	N/A	11	N/A	12	N/A
13	N/A	14	N/A	15	N/A
16	N/A	17	N/A	18	N/A
19	N/A	20	N/A	21	N/A
22	N/A	23	N/A	24	N/A
25	N/A	26	N/A	27	N/A
28	N/A	29	N/A	30	N/A
31	N/A	32	N/A	33	N/A
34	N/A	35	N/A		
Auxiliary Equipment		No.		Type	
Location		N/A		N/A	
Testing Results		N/A		N/A	
ALARMS					
A. Did the water motor(s) and gong(s) operate during testing?		X			
B. Did the electric alarm(s) operate during testing?			X		
C. Did the supervisory alarm service test satisfactorily?					
SPRINKLERS - PIPING					
A. Do sprinklers generally appear to be in good external condition?		X			
B. Do sprinklers generally appear to be free of corrosion or loading and visible obstructions?		X			
C. Are extra sprinklers available on the premises?		X			
D. Does the exterior condition of the fire sprinkler system appear to be satisfactory?			X		
E. Does hand hose on the sprinkler system appear to be in satisfactory condition?					



12/3/12

UI 8169

GROUP HOMES

EXPLANATION OF ANY PREVIOUS ANSWERS ABOVE THAT MAY REPRESENT A PROBLEM OR COMMENTS FROM THE INSPECTOR

NONE

THE INSPECTOR SUGGESTS THE FOLLOWING IMPROVEMENTS HOWEVER THESE SUGGESTIONS ARE NOT THE RESULT OF AN ENGINEERING SURVEY

NONE

ADJUSTMENTS OR CORRECTIONS MADE

NONE

ALL LISTED CHANGES IN THE OCCUPANCY HAZARD OR FIRE PROTECTION EQUIPMENT, AS ADVISED BY THE OWNER IN SECTION:

Signature of Owner or Owner's Representative _____ Date: 12/3/12
Printed Name _____

Does the owner/owner's representative want a copy of this report sent to another location? (i.e. Insurance, Main Office, etc.)

DUPLICATE TC _____
STREET: _____ ZIP: _____
CITY & STATE: _____
ATTN: _____



National Fire Suppression

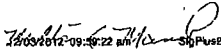
Protecting Lives and Property

a division of WSFP

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By signing, you hereby acknowledge having reviewed the inspection document as completed; and verify, if applicable, that the owner/occupant section questions on the inspection form were answered by the direct response of another outside the employment of National Fire Suppression.

Blank Signature-KELLYTAULA


2009/01/22 09:42 AM/10/10/09

FORT OSAGE FIRE PROTECTION DISTRICT
 400 East Monroe Street, PO Box 287
 Buckner, Missouri 64016
 816-650-5811

FIRE SAFETY INSPECTION REPORT

Dist: 3 Station: 3 Shift: L Start Time: 09:00 End Time: 0
 Date: 11-30-12
 Occupancy known as: Community Access
 Location: 1814 N. Whitney Bus. Phone: 816-257-7222
 Occupant: _____ Address: _____ Phone: _____
 Building Owner: _____ Address: _____ Phone: _____
 Emer. Contact: (1) Name Rita Oliver Phone 816-405 8509
 (2) Name Kelly Taula Phone 816-786 4594

A fire safety survey has been conducted on your property. During this inspection, conditions affecting fire safety throughout the premises were noted. In accordance with the Fire Prevention Code, it is necessary that the items listed below be given your immediate attention.

Life Hazards: No. of People: Day 20 Night 10 Type of Sprinkler: _____
 Other Hazards or Special Processes: _____

- 1. Exit:
 - a. open in proper direction
 - b. door(s) locked
 - c. way blocked
 - d. doors(s) in need of repair
 - e. sign(s) not illuminated
 - f. directions signs needed
 - g. emergency lighting leading to exits
 - h. other
- 2. Fire Extinguishers:
 - a. number
 - b. mounting
 - c. obstructed
 - d. Sign(s) indicating location when not readily visible
 - e. needs yearly service
 - f. wrong type
 - g. properly located, spaced
 - h. other
- 3. Fire Protection Installations:
 - a. Maintain access to and operation of stand pipes; fire hose and/or sprinkler control valves
- b. spare sprinkler heads and/or sprinkler wrench not provided
- c. inspect and service hood ducts extinguishing system over cooking equipment annually and after use
- d. identify sprinkler valves and secure in open position
- e. other
- 4. Heating:
 - a. defective appliance or system
 - b. combustibles too near heater or heat producing device
 - c. other
- 5. Flammable Liquids:
 - a. improper use
 - b. improper storage
 - c. improper dispensing
 - d. improper container
 - e. other
- 6. Storage:
 - a. too near sprinkler head(s) and/or ceiling
 - b. blocking electrical panel
- c. disorderly
- d. other
- 7. Electrical:
 - a. defective wiring, fixture(s) and/or appliances
 - b. improper fuses or defective breakers in use
 - c. overloaded circuit
 - d. protective covering missing
 - e. improper use of extension cords
 - f. other
- 8. Miscellaneous:
 - a. remove or store rubbish, waste, and/or oily rags in metal container
 - b. remove waste, trash and/or weeds from around exterior of building
 - c. housekeeping problem
 - d. post "no smoking" sign(s)
 - e. other

Remarks: Entry Emergency light upstairs

Hazards Corrected Immediately: _____

Person(s) Making Inspection: Facklam, Cook, Kelley
 All hazards listed require immediate attention, the Fire District will return in _____ Days to verify completion.

Signature of Occupant/Representative: Rita Oliver Date: _____

Re-inspection Conducted by: _____

Hazards Corrected: _____
 Hazards Not Corrected: _____

If at any time questions regarding fire safety arise, do not hesitate to contact the Fort Osage Fire District at 650-5811



Fire Alarm Inspection and Testing Report



Date: 1-16-13

Time: _____

Inspection Job #: 63522621

SERVICE ORGANIZATION

Name: Tyco Integrated Security
 Address: 7707 NW 97th Ave KCMO
 Representative: Mac Salcedo
 License No: _____
 Telephone: 816-294-1640

PROPERTY NAME (USER)

Name: Community Access
 Address: 1814 N Whitney Rd
 @WRAP Contact: Indep Mo
 Telephone: 816 257-7222

MONITORING ENTITY

Contact: Tyco IS
 Telephone: _____
 Monitoring Account Ref No (CS#): _____

APPROVING AGENCY

Contact: _____
 Telephone: _____

TYPE TRANSMISSION

- McCulloh
- Multiplex
- Digital
- Reserve Priority
- RF
- Other (Specify): _____

- AlarmNet
- Telular
- AAGard

SERVICE

- Weekly
- Monthly
- Bimonthly
- Quarterly
- Semiannually
- Annually
- Other (Specify): _____

Control Unit Manufacturer: Radionics
 Circuit Styles: _____
 Number of Circuits: _____
 Software Rev.: _____
 Last Date System Had Any Service Performed: _____
 Last Date that Any Software or Configuration Was Revised: _____

Model No: _____

ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION

Quantity of Devices Installed	Circuit Style	Quantity of Devices Tested
<u>4</u>	<u>Class B</u>	<u>4</u>
<u>18</u>	<u>" "</u>	<u>18</u>
<u>1</u>	<u>" "</u>	<u>1</u>

- Manual Fire Alarm Boxes
- Ion Detectors
- Photo Detectors
- Duct Detectors
- Heat Detectors
- Waterflow Switches
- Supervisory Switches
- Other (Specify): _____

Alarm verification feature is: Disabled Enabled

EX-13



Fire Alarm Inspection and Testing Report

PRIOR TO ANY TESTING

NOTIFICATIONS ARE MADE

	Yes	No	Who	Time
Monitoring Entity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jycots	
Building Occupants	<input type="checkbox"/>	<input type="checkbox"/>		
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>		
AHJ Notified of Any Impairments	<input type="checkbox"/>	<input type="checkbox"/>		

SYSTEM TESTS and INSPECTIONS

Type	Visual	Functional	Comments
Control Unit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Interface Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Lamps/LEDs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fuses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Primary Power Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Trouble Signals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Disconnect Switches	<input type="checkbox"/>	<input type="checkbox"/>	
Ground-Fault Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	

2/12/2015

SECONDARY POWER

Type	Visual	Functional	Comments
Battery Condition	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Lead Voltage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Discharge Test	<input type="checkbox"/>	<input type="checkbox"/>	
Charger Test	<input type="checkbox"/>	<input type="checkbox"/>	
Specific Gravity	<input type="checkbox"/>	<input type="checkbox"/>	

2/12/2015
SUC

TRANSIENT SUPPRESSORS

REMOTE ANNUNCIATORS

2/12/2015

NOTIFICATION APPLIANCES

Type	Visual	Functional	Comments
Audible	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Visible	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	
Voice Clarity	<input type="checkbox"/>	<input type="checkbox"/>	

INITIATING and SUPERVISORY DEVICE TESTS and INSPECTIONS

Loc. & S/N	Device Type	Visual	Functional	Factory Setting	Measured Setting	Pass	Fail
4	MEA	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
1	WE	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
18	SD	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

Comments:



8833UE00

Fire Alarm Inspection and Testing Report

EMERGENCY COMMUNICATIONS EQUIPMENT	Visual	Functional	Comments
Phone Set	<input type="checkbox"/>	<input type="checkbox"/>	
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	
Off-Hook Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Call-In Signal	<input type="checkbox"/>	<input type="checkbox"/>	
System Performance	<input type="checkbox"/>	<input type="checkbox"/>	

COMBINATION SYSTEMS	Visual	Device Operation	Simulated Operation
Fire Extinguisher Monitoring Device/System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detector/System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INTERFACE EQUIPMENT	Visual	Device Operation	Simulated Operation	SPECIAL HAZARD SYSTEMS	Visual	Device Operation	Simulated Operation
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Procedure: _____							
Comments: _____							

SUPERVISING STATION MONITORING	Yes	No	Time	Comments
Alarm Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Alarm Restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Trouble Signal	<input type="checkbox"/>	<input type="checkbox"/>		
Supervisory Signal	<input type="checkbox"/>	<input type="checkbox"/>		
Supervisory Restoration	<input type="checkbox"/>	<input type="checkbox"/>		

NOTIFICATIONS THAT TESTING IS COMPLETE	Yes	No	Time	Who
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Monitoring Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Jycos
Building Occupants	<input type="checkbox"/>	<input type="checkbox"/>		
Other (Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>		

The following did not operate correctly (See Service Job): _____

Service Job#: 63522621 System restored to normal operation: Date: 1-16-13 Time: _____

On monitored alarm systems, I tested, and if necessary, connected the telephone line seizure feature to ensure it is working correctly. Yes No

THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.

Name of Inspector: Mae Salcedo Date: 1-16-13 Time: _____

Signature: Mae Salcedo

Name of Owner or Representative: Milton Maricle Date: 1-16-13 Time: _____

Signature: Milton S. Maricle

Fire Marshall



MISSOURI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE SAFETY
FIRE INSPECTION SURVEY

P.O. BOX 844
JEFFERSON CITY, MISSOURI 65102
1-800-877-5688

NAME OF FACILITY Community Access	FACILITY NUMBER 308
---	-------------------------------

FACILITY ADDRESS 1814 N. Whitney	CITY Independence	COUNTY Jackson	ZIP CODE 64058
--	-----------------------------	--------------------------	--------------------------

ADMINISTRATOR Rita Oliver	TELEPHONE NUMBER 816-257-7222
-------------------------------------	---

REASON FOR INSPECTION <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Renewal <input type="checkbox"/> Courtesy <input type="checkbox"/> Reinspection <input type="checkbox"/> Change In _____ <input type="checkbox"/> Other: _____	TYPE OF FACILITY <input type="checkbox"/> Family Child Care Home <input type="checkbox"/> Religious Day Care <input type="checkbox"/> Div. of Family Services <input type="checkbox"/> Group Day Care Home <input type="checkbox"/> Religious Nursery School <input checked="" type="checkbox"/> Div. of Mental Health SH <input type="checkbox"/> Child Care Center <input type="checkbox"/> Nursery School <input type="checkbox"/> Div. of Aging <input type="checkbox"/> Summer Camp <input type="checkbox"/> Other _____
Capacity 5	CO Level _____

<table border="0"> <tr><td>YES</td><td>NO</td><td>N/A</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>SMOKE BARRIER - PARTITIONS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>ELECTRIC WIRING & EQUIPMENT</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>FURNACE ROOM</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>WATER HEATER & HEATING SYSTEM PROPERLY INSTALLED AND MAINTAINED</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>EMERGENCY LIGHTING</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>EXIT SIGNS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>FIRE DOORS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>FIRE ALARM SYSTEM</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>SMOKE DETECTORS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>EXITS</td></tr> </table>	YES	NO	N/A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SMOKE BARRIER - PARTITIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC WIRING & EQUIPMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FURNACE ROOM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WATER HEATER & HEATING SYSTEM PROPERLY INSTALLED AND MAINTAINED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY LIGHTING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EXIT SIGNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIRE DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIRE ALARM SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SMOKE DETECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EXITS	<table border="0"> <tr><td>YES</td><td>NO</td><td>N/A</td><td></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>SPRINKLER SYSTEM</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>FIRE EXTINGUISHERS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>INTERIOR FINISH</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td>RANGE HOOD/SYSTEM</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td>HAZARDOUS MATERIAL STORAGE</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>HOUSE NUMBERS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>TELEPHONE</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>FIRE DRILLS</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td>BOILER ROOM IN FACILITY</td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>NOTIFY FIRE DEPARTMENT OF OPERATION</td></tr> </table>	YES	NO	N/A		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SPRINKLER SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIRE EXTINGUISHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	INTERIOR FINISH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RANGE HOOD/SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HAZARDOUS MATERIAL STORAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HOUSE NUMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TELEPHONE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FIRE DRILLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BOILER ROOM IN FACILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFY FIRE DEPARTMENT OF OPERATION
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AREAS TO BE USED <input checked="" type="checkbox"/> BASEMENT <input checked="" type="checkbox"/> 1ST FLOOR <input type="checkbox"/> 2ND FLOOR <input type="checkbox"/> OTHER	GENERAL HOUSE KEEPING <input type="checkbox"/> POOR <input type="checkbox"/> FAIR <input checked="" type="checkbox"/> GOOD
---	---

GENERAL STRUCTURAL CONDITION <input type="checkbox"/> POOR <input type="checkbox"/> FAIR <input checked="" type="checkbox"/> GOOD	NAME OF RESPONDING FIRE DEPARTMENT Fort Osage Fire
--	--

in compliance

FACILITY <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	OVERLAP (LICENSED ONLY) <input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	CARE APPROVED FOR <input checked="" type="checkbox"/> DAY <input checked="" type="checkbox"/> NIGHT	<input type="checkbox"/> REINSPECTION REQUIRED <input type="checkbox"/> COMPLIANCE LETTER <input type="checkbox"/> NO REQUEST FROM OFFICE
---	---	---	---

NOTE: Please notify the Fire Inspector when you have complied with the requirements as spelled out on the inspection form. This inspection does not preclude the licensee from complying with any applicable local fire or building codes.

ADMINISTRATOR Tasha M. Williams	DATE 1/24/13	INSPECTOR Trick Dye	DATE 1/24/13
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CITY OF INDEPENDENCE WATER DEPARTMENT
11610 E. Truman Rd.
Independence, MO 64050 Tel. 816-325-7654
Fax 816-325-7656

BACKFLOW PREVENTION ASSEMBLY TEST DATA AND MAINTENANCE REPORT

CUSTOMER <i>Group Home</i>		CUSTOMER NUMBER		FILE NUMBER <i>0004684</i>	
MAILING ADDRESS <i>1814 N Whitney Rd Indep MO 64058</i>					
SERVICE LOCATION <i>In Basement Store Room</i>				METER NUMBER	
DATE OF TEST <i>12-3-12</i>	TIME <i>9:30</i>	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	SUPPLY PRESSURE <i>120</i> LBS.	AIR GAP (2 X SUPPLY DIAM.) SUPPLY <i>NA</i> IN. GAP _____ IN.	<input type="checkbox"/> PASS <input type="checkbox"/> FAIL
TYPE OF ASSEMBLY <i>OC</i>	MANUFACTURE <i>Watts</i>	MODEL <i>007MIQT</i>	SIZE <i>1.0</i>	SERIAL NUMBER <i>326608</i>	
HEIGHT OFF FLOOR <i>36</i>	PROTECTION FROM: FREEZING <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		FLOODING <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NEW INSTALLATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
INITIAL TEST			FINAL TEST AFTER REPAIR		
REDUCED PRESSURE PRINCIPLE ASSEMBLY: <input type="checkbox"/> Passed <input type="checkbox"/> Failed			REDUCED PRESSURE PRINCIPLE ASSEMBLY: <input type="checkbox"/> Passed <input type="checkbox"/> Failed		
RELIEF VALVE opened at _____ *PSID (2 PSID or more) <input type="checkbox"/> <input type="checkbox"/>			RELIEF VALVE opened at _____ *PSID (2 PSID or more) <input type="checkbox"/> <input type="checkbox"/>		
2ND CHECK held backpressure <input type="checkbox"/> <input type="checkbox"/>			2ND CHECK held backpressure <input type="checkbox"/> <input type="checkbox"/>		
NO. 2 SHUT OFF VALVE leak tight <input type="checkbox"/> <input type="checkbox"/>			NO. 2 SHUT OFF VALVE leak tight <input type="checkbox"/> <input type="checkbox"/>		
1ST CHECK held in direction of flow _____ *PSID (5 PSID or more) <input type="checkbox"/> <input type="checkbox"/>			1ST CHECK held in direction of flow _____ *PSID (5 PSID or more) <input type="checkbox"/> <input type="checkbox"/>		
DIFFERENCE (1st check-relief) _____ *PSID (3 PSID or more) <input type="checkbox"/> <input type="checkbox"/>			DIFFERENCE (1st check-relief) _____ *PSID (3 PSID or more) <input type="checkbox"/> <input type="checkbox"/>		
NOTE: FAILURE OF ANY OF THE ABOVE ITEMS, REQUIRE REPAIR.			* Pounds per Square Inch Differential		
INITIAL TEST			FINAL TEST AFTER REPAIR		
DOUBLE CHECK VALVE ASSEMBLY: <input checked="" type="checkbox"/> Passed <input type="checkbox"/> Failed			DOUBLE CHECK VALVE ASSEMBLY: <input type="checkbox"/> Passed <input type="checkbox"/> Failed		
1ST CHECK held in direction of flow <i>1.2</i> *PSID (1 PSID or more) <input checked="" type="checkbox"/> <input type="checkbox"/>			1ST CHECK held in direction of flow _____ *PSID (1 PSID or more) <input type="checkbox"/> <input type="checkbox"/>		
2ND CHECK held backpressure <input checked="" type="checkbox"/> <input type="checkbox"/>			2ND CHECK held backpressure <input type="checkbox"/> <input type="checkbox"/>		
NO. 2 SHUTOFF VALVE leak tight <input checked="" type="checkbox"/> <input type="checkbox"/>			NO. 2 SHUTOFF VALVE leak tight <input type="checkbox"/> <input type="checkbox"/>		
2ND CHECK held in direction of flow <i>1.1</i> *PSID (1 PSID or more) <input checked="" type="checkbox"/> <input type="checkbox"/>			2ND CHECK held in direction of flow _____ *PSID (1 PSID or more) <input type="checkbox"/> <input type="checkbox"/>		
NOTE: FAILURE OF ANY OF THE ABOVE ITEMS, REQUIRE REPAIR.			* Pounds per Square Inch Differential		
APPLICATION		COMMENTS			
<input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> FIRE LINE <input type="checkbox"/> IRRIGATION <input type="checkbox"/> OTHER (EXPLAIN)					
REPAIR HISTORY					
THE ABOVE REPORT IS CERTIFIED TO BE TRUE, ACCURATE AND COMPLETE					
TESTED BY (PRINT) <i>Jacob Malice</i>		(SIGNATURE) <i>[Signature]</i>		REPAIRED BY (PRINT) (SIGNATURE)	
COMPANY <i>N.F.S.</i>		FINAL TEST BY (PRINT) (SIGNATURE)			
CERTIFICATION NUMBER AND EXPIRATION DATE <i>14-7356 4/15</i>		CUSTOMER SIGNATURE <i>[Signature]</i>		DATE <i>12-3-12</i>	

17-0-041 DISTRIBUTION: WHITE - WATER SUPPLIER CANARY - OWNER PINK - TESTER

EX-15

A-1 SEWER™ & SEPTIC SERVICE INC.

CALL A-1 TO GET THE JOB DONE!

COMPLETE PLUMBING REPAIRS!

6370 CARTER AVENUE
MERRIAM, KS 66203

(913) 631-5201

P.O. OR REFERRAL CO.	PHONE	DATE <u>4-9-12</u>
CUSTOMER NAME <u>Community Access</u>	WORKSITE NAME	
WORKSITE ADDRESS <u>1504 N. Verdunway</u>	CITY/STATE <u>Joplin MO</u>	

DRAINS CLEANED		TANKS PUMPED		JOB DETAILS		EQUIPMENT USED	
MAIN SEWER		SEPTIC TANK	<input checked="" type="checkbox"/>	START	AM	SEWER MACH.	
STOOL		LIFT STATION		TIME	PM	EXTRA CABLE	
KIT. SINK		HOLDING TANK		END	AM	SINK MACH.	
FLOOR DRAIN		GREASE TRAP		TIME	PM	HAND GUN	
LAVATORY		INSIDE G.T.		GALLONS PUMPED		TOILET AUGER	
SHOWER		WASH BAY		<u>1500</u>		2 ND MAN	
TUB		SEPTIC INSPEC.		PROBING/DIGGING FEE		OTHER	
WASH DRAIN		OTHER					
PULLED & RESET STOOL							

CAUSE OF DRAIN STOPPAGE

ROOTS	GREASE	FEMININE HYGIENE	SLUDGE	FOOD	MUD	POSSIBLE OFFSET	ABUSE	GENERAL	OTHER
SEE REVERSE SIDE FOR GUARANTEE INFO						DRAIN OPENED AT _____ FEET AND IS RUNNING PROPERLY <input type="checkbox"/> YES <input type="checkbox"/> NO			

ESTIMATE/JOB DESCRIPTION

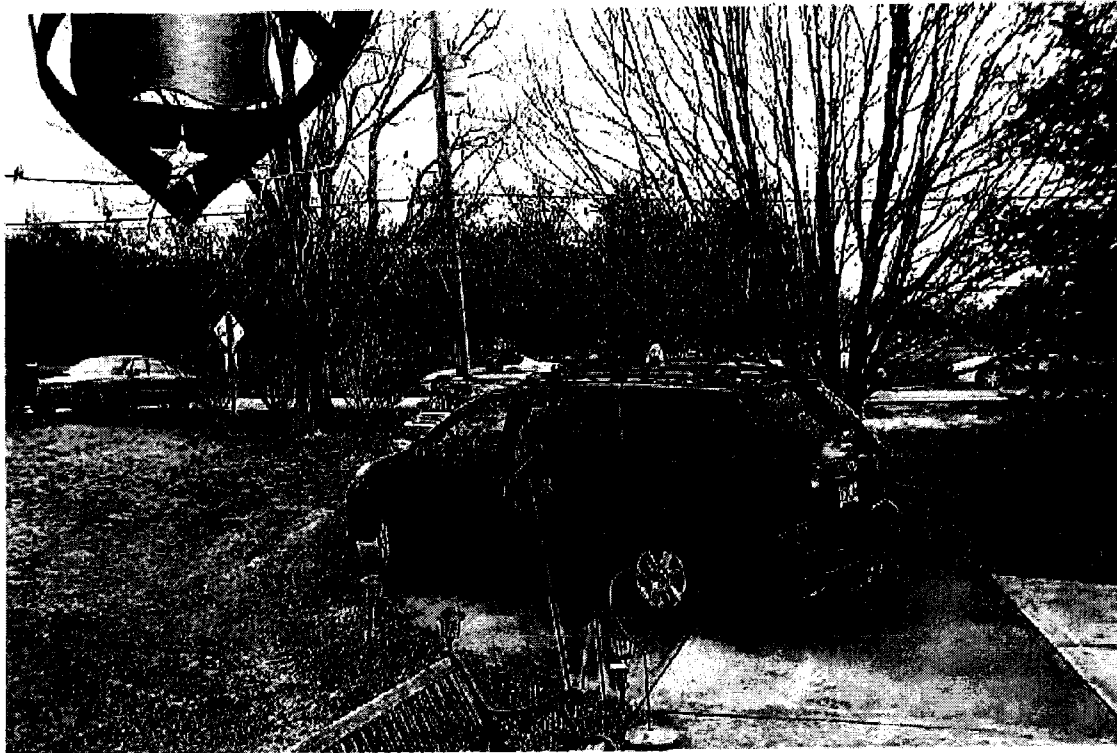
- Run _____ drain is \$ _____ through an accessible clean out up to 1 hr labor and _____ feet of cable. Additional labor is \$ _____ per 1/4 hr. Additional drains or cable, as well as other needed services, will be quoted by technician.
- Pump _____ tank is \$ _____ for up to 1000 gals and 1 hr on site. \$ _____ for each additional 100 gals. Additional time, probing and digging is \$ _____ per 1/4 hr (1/2 hr minimum). \$ _____ service charge for 30 minutes of searching will apply if unable to access tank.

CUSTOMER / AGENT AGREEMENT & AUTHORIZATION		PLBG LABOR	
I hereby authorize the work described above and agree to the terms and conditions as stated on the front and back of this form. I recognize that aged and deteriorated plumbing fixtures may no longer be serviceable and I agree to hold A-1 Sewer & Septic Service, Inc. blameless for any damage or destruction to those items as a result of these conventional repair efforts.			
THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT. ID REQUIRED WITH PAYMENT OF CHECK		PARTS	
X <u>[Signature]</u> CUSTOMER / AGENT SIGNATURE	Technician: <u>[Signature]</u>	SALES TAX	
		SERVICE <u>395</u>	
I hereby acknowledge that the above work was performed in a satisfactory manner. X <u>[Signature]</u> CUSTOMER / AGENT SIGNATURE	PAID BY <input type="checkbox"/> Check # _____ <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Account Terms: Due Upon Receipt	OTHER	
		MISC. SUPPLIES & CONSUMABLES <u>5.00</u>	
		TOTAL INVOICE <u>400</u>	

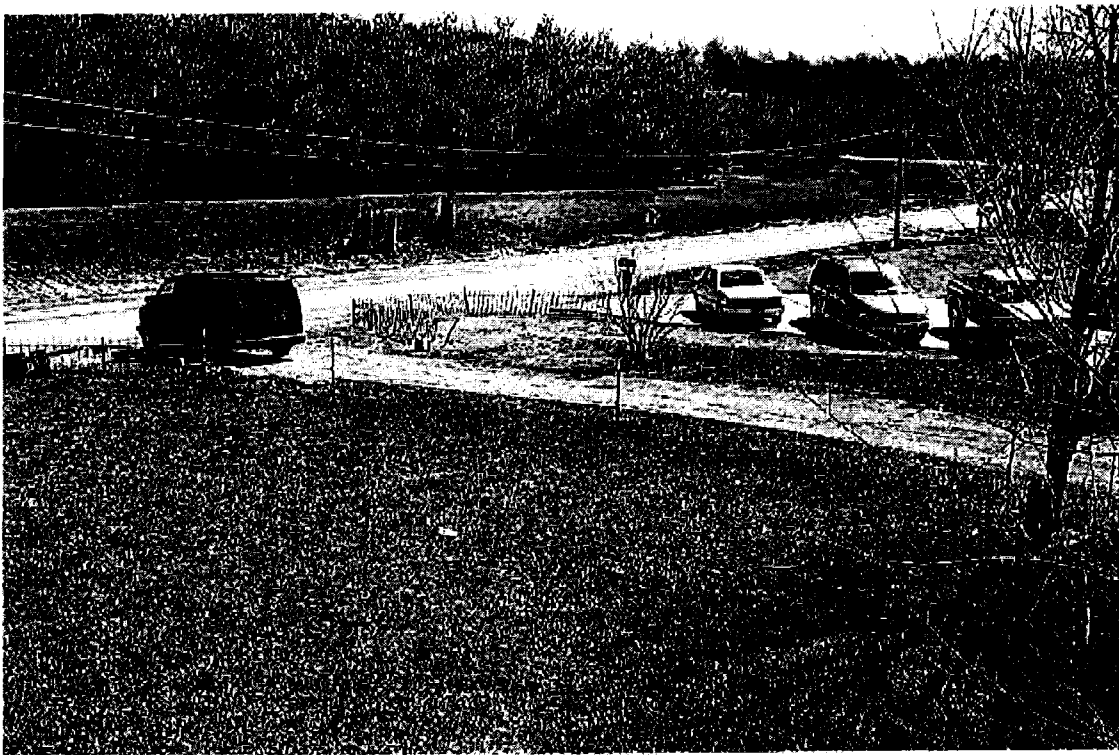
THANK YOU FOR CALLING A-1 SEWER & SEPTIC SERVICE!

INVOICE # 99429 EX.16









COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

THIS LEASE is made as of April 25, 2013, between KCMO Properties, LLC ("Landlord"), with an address of 2461 Country Club Dr. Mexico, MO 65265, and Community Access ("Tenant"), with an address of 3800 S. 37th Terrace Independence, MO 64057, who hereby agrees as follows:

1. PREMISES. Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") commonly known and numbered as 3800 S. 37th Terrace, in the City of Independence, County of Jackson, State of Missouri, and further described as: an approx. 2,955 SF office building on approx. 0.86 acres, together with the right of ingress and egress.

2. USE OF PREMISES. The Premises will be used only for: day to day operations of Community Access, collectively, the "Permitted Use").

3. TERM. The term of this Lease (the "Term") is for Three years and One months, commencing on the 1st day of May, 2013, and ending on the 31st day of May, 2016.

4. BASE RENTALS. Tenant shall pay to Landlord an aggregate sum of Eighty One Thousand AND no/100s DOLLARS (\$81,000.00) as rent in monthly installments ("Base Rentals"), each due and payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing. Any payment not received by Landlord within ten (10) days after the due date shall incur a late charge of five percent (5%) of the cumulative amount thereof for each month during which said payment (or portion thereof) remains unpaid. Tenant's failure to pay late charges when due shall constitute a default of this Lease by Tenant. The first monthly rent installment of \$2,000.00 will be paid upon execution of this Lease, and all subsequent monthly rent installments will be due on the first (1st) day of each succeeding month during the Term. The amount of each monthly rent installment will be as follows:

May 1, 2013 - May 31, 2013	\$0.00	per month
June 1, 2013 - May 31, 2014	\$2,000.00	per month
June 1, 2014 - May 31, 2015	\$2,250.00	per month
June 1, 2015 - May 31, 2016	\$2,500.00	per month

5. SECURITY DEPOSIT. Concurrently with its execution of this Lease, Tenant shall deliver to Landlord \$2,500.00 as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, will deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

6. POSSESSION AT BEGINNING OF TERM. Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession, but the Term will not be extended as a result of such delay. Tenant will make no other claim against Landlord for delay in obtaining possession.

7. PROPERTY INSURANCE. Tenant shall comply with all insurance regulations so the lowest property damage insurance and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant which will cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the Premises permitted by this Lease or which will cause cancellation or make void any such insurance.

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Tenant's initials

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Landlord's initials

Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the Premises.

8. INDEMNITY AND LIABILITY INSURANCE. Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance with a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1,000,000.00 for injury to or death of persons and \$100,00.00 for property damage. At any time during the Term, and prior to taking possession of the Premises, Tenant shall furnish Landlord with a certificate or certificates of insurance covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance, which consent or consents shall not be unreasonably withheld. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. SIGNS AND ADVERTISEMENTS. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatever, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant's signage, as approved by Landlord, shall be required to be in compliance with all codes and ordinances in the City of Independence and it shall be the sole responsibility of Tenant to comply. Additionally, Tenant's signage shall be installed at the sole cost of Tenant, and shall be removed at Tenant's sole cost upon the expiration of the Term, or at such time that the Lease is so terminated.

11. SURRENDER OF PREMISES AT END OF TERM. At the expiration of this Lease or any extension thereof, Tenant agrees, without demand or notice by Landlord, to return the Premises to Landlord in broom-clean condition with all restrooms mopped, all trash removed inside and outside the Premises, all painted or tape lines removed from the concrete floors. All plumbing, plumbing fixtures, electrical systems, heating, ventilation and air conditioning systems, overhead unit heaters, dock levelers, overhead doors and door tracks shall be in good working order and repair. All light fixtures shall be in working order with working bulbs installed. All dock bumpers and dock shelters shall be present and in good condition. All storage racks and connecting bolts shall be removed and holes resulting there from shall be filled and leveled to Landlord's satisfaction. Tenant agrees to repair all damage to the Premises which may be a result of Tenant's obligations under the terms and conditions of paragraph 12 herein, including those repairs that may be necessitated by the removal of signs, personal property, etc. This provision is further subject to the terms and conditions recited in paragraph 18. Tenant shall remain liable for Base Rentals and additional rent due hereunder until the same are paid in full and all keys to the Premises are returned to and accepted by Landlord.

12. MAINTENANCE AND REPAIR BY TENANT.

a. Except for the obligations imposed upon Landlord in Paragraph 15 hereof, and except for damage resulting from an Insurable Loss, during the Term and at Tenant's sole cost and expense, Tenant will maintain and keep in good order, repair and condition (except those for which Landlord is expressly responsible under the terms of this Lease), including inside surfaces of exterior walls, fixtures, floor coverings,

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Tenant's Initials

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Landlord's Initials

lighting fixtures, if any, improvements made by and at the expense of Tenant and Tenant's property, including, but not limited to, Tenant's signs and advertisements. Tenant will prevent water pipes in the Premises from freezing.

b. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a licensed maintenance contractor for servicing all hot water, heating and air conditioning systems within the Premises.

13. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agent may enter the Premises at reasonable hours to examine the same, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which they are a part; and, during the last 180 days of this Lease, Landlord may display an "Available for Lease or Sale" sign on and show the Premises.

14. PARKING LOT AND LAWN MAINTENANCE. Tenant will police and keep the driveways, approaches, sidewalks, parking areas and adjacent alleys that are a part of the Premises clean, orderly, sightly, unobstructed and free from ice and snow. Tenant will regularly mow and trim the grounds of the Premises. Tenant understands and agrees that no personal property shall be stored in the parking area or anyplace outside of the Premises without the prior written consent of Landlord.

15. MAINTENANCE AND REPAIR BY LANDLORD. Landlord, during the Term and at Landlord's sole cost and expense, will maintain and keep in good repair the roof, exterior walls (exclusive of inside surfaces), gutters, down spouts, foundations and all other structural components of the building(s) of which the Premises are a part, all underground plumbing and sewer lines, and water, gas and electric service lines to the point where such service lines enter the building(s) of which the Premises are a part. Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing that they are necessary, in which event Landlord will have reasonable time after notice to make such repairs.

16. DAMAGE BY CASUALTY. In case, during the Term or previous thereto, the Premises hereby let, or the building of which said Premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, the Term shall cease and this Lease shall become null and void from the date of such damage or destruction and Tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent within said Term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this Lease by notice in writing delivered to Tenant within thirty days after such damage or destruction. In case Landlord shall not so elect to terminate this Lease, this Lease shall continue in full force and effect and Landlord shall repair the Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five days after the request of Landlord. If the Premises shall be but slightly injured by fire or other casualty, so as not to render the same untenable and unfit for occupancy, then Landlord shall repair the same with all reasonable promptitude, and in that case the rent shall not abate. Except as provided herein, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur.

17. PERSONAL PROPERTY. Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises, regardless of the cause of such loss or damage.

18. ALTERATIONS AND FIXTURES. Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof, floor and wall penetrations) without prior written consent of Landlord including review of the plans and specifications and of the proposed contractor who is to perform such work. All work, if approved, shall be done in accordance with applicable building

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Tenant's initials

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Landlord's initials

codes and shall be completed in a good workmanlike manner. Racking and shelving to be attached to the floor shall be installed only in a manner satisfactory to Landlord in all respects. Tenant also agrees to indemnify Landlord in connection with any improvements by providing a completion bond or such other guarantee to preclude the filing of liens by Tenant's contractors. Landlord's approval of any plans for modifications or improvements to the Premises by Tenant does not imply Landlord's approval of the integrity or structural design of the improvements and Landlord assumes no liability should such improvements fail and cause damage or bodily injury due to the inadequacy of design. All alterations, additions, fixtures, improvements and partitions erected by Tenant shall become a part of the Premises; provided, however, that at Landlord's option anytime prior to the expiration of the Term, Landlord may require Tenant to restore the Premises to their original condition at the end of the Term or other termination of this Lease, including without limitation the removal of trade fixtures, warehouse racking and fastening bolts and repair of damage there from. If after Landlord's request, Tenant fails to remove such installations, alterations, additions, improvements or partitions, Landlord may perform such removal and make repairs to the Premises as are required by such removal, at Tenant's sole cost. Any increase in real estate taxes, both general and special, or insurance premiums resulting from such improvements shall be the sole responsibility of Tenant.

Tenant may, without the prior consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the building or Premises and without overloading or damaging the roof, walls, floors or other improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove from the Premises all personal property, i.e. machinery, equipment and business and trade fixtures at the termination of this Lease, and Tenant shall repair any damage caused by the installation and/or removal of such personal property. If Tenant shall obtain written consent of Landlord to leave any machinery or like equipment in the Premises, then the full title to such machinery and equipment shall thereupon pass to Landlord.

19. **UTILITIES AND SERVICES.** Tenant shall furnish and pay for all electricity, gas, water, trash removal, telephone, alarm monitoring and any other services or utilities used in or assessed against the Premises, unless otherwise herein expressly provided.

20. **LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitation ADA, OSHA and like requirements, and shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

21. **EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises or the building of which the Premises are a part or the land under it, or if the grade of any street or alley adjacent to the Premises is changed by any legal authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

22. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss

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Tenant's initials

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Landlord's initials

or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

23. **DEFAULT AND REMEDIES.** In the event: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited to, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecoration, alterations, and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election of Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default. Should Landlord at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. In case it should be necessary for Landlord to bring any action under this Lease, to consult or place said lease or any amount payable by Tenant hereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees.

24. **WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults of Tenant hereunder shall not be deemed on construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

25. **TOXIC OR HAZARDOUS MATERIALS.** Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, will comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic

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Landlord's Initials

materials. Tenant shall be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph will survive the termination of this Lease.

26. **REAL ESTATE BROKERAGE.** Lee & Associates Kansas City, LLC, the Brokers identified in the Agency Disclosure(s) attached to and hereby incorporated into this Lease, is(are) the only real estate broker(s) involved in representing or procuring the parties to this Lease. Upon complete execution of this Lease by both Landlord and Tenant, Landlord will pay the Broker a leasing commission of five percent (5%) of gross Base Rentals pursuant to the agreement between Landlord and Broker dated November 15, 2012.

Upon execution of extensions or renewals of this Lease, or expansions of the Premises, a commission of five percent (5%) of gross Base Rentals shall also be paid by Landlord to the above named Broker on all rentals to be received for extensions or renewals of the Term and on all increases in the amount of rent due Landlord as a result of any enlargement of the Premises. Landlord shall only be obligated to pay commission on two (2) renewals or extensions of this Lease. If the Premises are purchased by Tenant during the Term, Landlord will pay such Broker a sales commission of five percent (5%) of the Purchase Price, crediting any leasing commissions paid for rentals unrecognized at Closing.

Any party to this Lease through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Lease from any other loss, liability, damage, cost or expense including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim.

27. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

28. **SUBORDINATION.** In the event Landlord holds title to said Premises by virtue of a lease, then this sublease is and shall remain subject to all of the terms and conditions of such underlying lease, so far as shall be applicable to the Premises. This Lease shall also be subject and subordinate in law and equity to any existing or future mortgage or deeds of trust placed by Landlord upon the Premises or the property of which the Premises form a part.

29. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

30. **QUIET ENJOYMENT.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

31. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

32. **HOLDING OVER.** If Tenant should remain in possession of the Premises after the expiration of this Lease and without executing a new Lease, then, upon acceptance of rent by Landlord, such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease as existed during the last month of the term hereof, so far as applicable to a month-to-month tenancy, except that the monthly Base Rentals shall be equal to one and one half the monthly Base Rentals

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payable during the month immediately prior to the expiration or termination of this Lease. Further, either party may terminate the month-to-month tenancy by delivering notice in writing to the other party. Following receipt of notice, the tenancy shall terminate on the final day of the next full month following the date of notice. If for instance, notice is given on the 15th day of May, the tenancy shall be terminated at midnight on the 30th day of June.

33. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

34. ATTORNTMENT. Tenant shall attorn to any successor to Landlord upon request and to execute any documents reasonably required or appropriate to effectuate such an attornment, or the subordination aforesaid, upon written notice thereof, and Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to execute all such documents in accordance therewith.

35. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any tender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of Landlord.

36. IMPROVEMENTS BY TENANT. Tenant, at Tenant's sole cost, is authorized to make the certain improvements shown on Exhibit "A" attached hereto. All improvements shall be made by licensed contractors and in a workmanlike manner. Tenant shall be required to provide Landlord with lien waivers from any contractors performing work to the Premises within ten (10) days of the completion of the work.

37. IMPROVEMENTS BY LANDLORD. Landlord, at Landlord's cost, shall perform the following improvements to the Premises within thirty (30) days of the Commencement Date. They are:

- A. HVAC units shall be installed and in good working order;
- B. Plumbing shall be inspected and in good working order;
- C. Replace siding where it is missing;
- D. Paint siding where it has been tagged by graffiti;
- E. All electrical shall be inspected and in good working order;
- F. Broken window in rear office shall be replaced.

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in two (2) originals.

TENANT

LANDLORD

Community Access

KCMO Properties, LLC

By: Rita Oliver
 Title: Director
 Date: 5/2/2013

By: Robert Moore
 Title: Member
 Date: 5-2-13

Tenant's initials

Landlord's initials

Exhibit A

Tenant Improvements: Hereto are the conditions under which Tenant, at Tenant's sole cost, shall make improvements to the Premises;

1. The improvements shall include new interior painting throughout the office areas, and the instillation of a fence to the exterior of the Premises;
2. Any modifications to the interior walls of the Premises shall be approved by the Landlord in advance;
3. Tenant shall provide Landlord with a lien waiver for all work performed in the Premises;
4. The work shall be performed in a workmanlike manner and in accordance with any applicable codes.

Tenant's initials

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Landlord's initials

COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: KCMO Properties, LLC

BUYER/TENANT: Community Access

PROPERTY ADDRESS: 3800 S. 37th Terrace Independence, MO

DATE OF CONTRACT: April 25th, 2013

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(In Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- N/A-Seller(s) is not represented
- Sub Agent

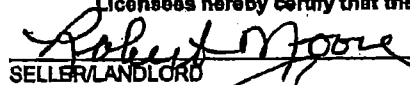

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)


- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees. All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent. Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO. Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

 _____ DATE  _____ DATE 6/2/2013

 _____ DATE 5-2-13 _____ DATE