

Board of Aldermen Request for Action

MEETING DATE: 10/21/2025 **DEPARTMENT:** Administration

AGENDA ITEM: Resolution 1518 – acknowledging the annual renewal of agreement

between the City and the Smithville Chamber of Commerce.

REQUESTED BOARD ACTION

A motion to approve Resolution 1518, acknowledging the annual renewal of agreement between the City and the Smithville Chamber of Commerce.

SUMMARY

In October 2023, the Board entered into a services agreement with the Smithville Chamber of Commerce to provide the following services:

- Maintain a community calendar of events for all events in the community.
- Coordinate and report on 12 business retention visits to include City and Chamber representatives in an effort to understand ways the Chamber and City may provide assistance to local businesses.
- Work with City staff to update the existing Business Startup Checklist, coordinate distribution as necessary and provide technical assistance as possible to prospective business owners.
- Partner with other community organizations to promote tourism and special events that bring community members together.
- Serve as the liaison for businesses and work with City staff to provide information mined from the city's data platform.
- Provide space in the weekly Chamber newsletter for city updates.

The agreement automatically reviews annually for three one-year terms, the final year of the agreement ending October 31, 2027. Prior to annual renewal, there shall be a review of performance by the City. To facilitate the review, the Chamber shall submit a copy of its current budget by October 15 annually and provide a report of all activity to the City. Smithville Chamber of Commerce Executive Director Erika Winston presented the 2025 annual report at the October 7 Board of Aldermen meeting.

PREVIOUS ACTION

The Board adopted Resolution 1275 on October 17, 2023 authorizing the agreement, which was renewed in 2024 for the FY2025 budget.

POLICY ISSUE

Economic Development and Communications.

FINANCIAL CONSIDERATIONS

The FY2026 Budget includes \$10,000 to fund the services included in this contract.

ATTACHMENTS	
□ Ordinance	□ Contract
□ Resolution	□ Plans
☐ Staff Report	☐ Minutes
☑ Other: Chamber Report	

RESOLUTION 1518

A RESOLUTION ACKNOWLEDGING THE ANNUAL RENEWAL OF AGREEMENT BETWEEN THE CITY AND THE SMITHVILLE CHAMBER OF COMMERCE

WHEREAS, the City has identified services which can be performed through a partnership with the Smithville Chamber of Commerce; and

WHEREAS, the Board of Aldermen has allocated funds in the FY2026 Budget for the Smithville Chamber of Commerce to use for the completion of these services; and

WHEREAS, the Smithville Chamber of Commerce has approved proposed Agreement and us willing to perform services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH SMITHVILLE CHAMBER OF COMMERCE FOR THE PURPOSE OF PURPOSE OF PROVIDING SERVICES IN THE AMOUNT OF \$10,000.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 21st day of October, 2025.

Damien Boley, Mayor	
ATTEST:	
Linda Drummond City Clerk	

Smithville Area Chamber of Commerce

105 W Main St. Smithville, MO 64089

MEMORANDUM

TO: The Mayor and Board of Aldermen, City of Smithville

FROM: Erika Winston, Smithville Area Chamber of Commerce

DATE: September 25, 2025

SUBJECT: Annual Report for Services Agreement (Resolution 1275) - Fiscal Year 2025

On behalf of the Smithville Area Chamber of Commerce, it is my pleasure to submit this annual report detailing the services performed in accordance with our agreement for the term of November 1, 2024, to October 31, 2025.

This past year has been one of fruitful collaborations, and we are proud of the progress we have made together to advance the economic vitality and civic welfare of Smithville. The City's investment of \$10,000 has been instrumental in our ability to carry out these initiatives. The following is a summary of activities performed as per the Scope of Work outlined in our agreement.

Review of Contracted Services

- **1. Community Calendar:** The Chamber has diligently maintained the official Community Calendar, and its success as a centralized resource has exceeded all expectations.
 - We have promoted and cataloged hundreds of events this fiscal year, including City meetings,
 Senior Center programs, school functions, and member business events.
 - According to our website analytics, web traffic to the community calendar page has increased by an incredible 351% compared to the same period last year (January 1 – September 24), demonstrating its immense value as the community's go-to resource.
- **2. Business Retention Visits:** In partnership with Cynthia Wagner & Gina Pate, we have continued the business retention visit program.
 - To date, we have successfully completed 3 business visits this year with another scheduled for October 3rd. The feedback from these visits has been invaluable, revealing two consistent challenges facing our local businesses: a need for enhanced marketing strategies and difficulties with staffing.
 - In direct response, the Chamber has increased its support in these areas. We are sharing more promotional content for local businesses on our Facebook page and actively reminding members of marketing opportunities like our newsletters and e-blasts.
 - To ensure we meet our annual goal and streamline the process, we will now conduct a formal business retention visit with our selected "Member of the Month."
- **3. Business Startup Checklist:** The Chamber worked closely with Gina to ensure the Business Startup Checklist remains a relevant and effective tool for new entrepreneurs.

- The checklist was reviewed and updated in January 2025 to reflect current city codes and processes.
- We have this checklist readily available on our website and in the Chamber office.
- **4. Tourism and Events:** We have focused heavily on strengthening partnerships and pursuing major long-term tourism opportunities.
 - The Chamber has maintained strong communications and relationships with key partners like the Smithville Main Street District and other community organizations to support local events.
 - The Chamber is spearheading the City's collaborative efforts for the FIFA World Cup 2026, working closely with regional coordinators to position Smithville as a destination for visitors.
 - In line with this, we are leading the partnership with the new goNorthKC initiative, a collaborative project between Clay and Platte Counties. This platform is designed to promote the entire Northland, with a special focus on leveraging the economic opportunities surrounding the World Cup, ensuring Smithville gains maximum visibility.
- **5. Data Platform Liaison (Placer.ai):** This past year saw a city-wide transition from the Replica data platform to Placer.ai.
 - Due to this transition and the necessary onboarding and training periods for the new platform, our direct utilization has been limited this year.
 - We are now working to become fully acquainted with Placer.ai's powerful capabilities and will be prepared to offer data insights and assistance to our members in the upcoming year.
- **6. Communication:** Our communication channels have remained a consistent and reliable way to share City news.
 - A dedicated "City Update" section was included in our Monthly Membership and Weekly Scoop newsletters, reaching our core audience of local business along with community members.
 - We obtain the City's newsletter from City Hall to include in our welcome buckets for new residents, ensuring they are connected to civic information from the moment they join our community.
 - Looking ahead, we are excited to partner with City staff to create and distribute a new quarterly Economic Development newsletter to keep our business community informed of key projects.
- **7. Additional Community & Business Initiatives:** Beyond our contracted services, the Chamber has launched several new programs to support our businesses and the community at large.
 - Civic Information Forum: To promote an informed electorate, the Chamber hosted a public community forum to provide neutral, factual information on key ballot measures, including the Public Safety Sales Tax, the Ambulance District bond, and the Smithville School District's levy and bond issues.

- **Digital Skills Workshops:** In collaboration with the City and Google, we coordinated two virtual workshops on digital marketing and online business tools.
- **Future Training:** We are currently developing a public safety workshop for businesses on best practices. Furthermore, we are finalizing a partnership with the Mid-Continent Public Library and its Square One Small Business Center to host quarterly in-person workshops in Smithville, beginning next year.

Conclusion and Future Outlook

The partnership between the City of Smithville and the Chamber of Commerce continues to be a cornerstone of our community's success. The activities outlined above, from the explosive growth of the community calendar to our strategic positioning for the 2026 World Cup demonstrate our commitment to not only fulfilling contractual obligations but also proactively seeking new ways to create a thriving local economy.

We are grateful for the City's continued trust and support. We believe this collaboration provides significant value to the city, its businesses, and its residents. We respectfully request the renewal of our agreement for the upcoming 2025-2026 term and look forward to another year of productive partnership.

As required by our agreement, a copy of the Chamber's current budget is attached for your review.

Sincerely,

Erika Winston, Executive Director

Smithville Area Chamber of Commerce

Smithville Area Chamber of Commerce Profit & Loss Budget Overview January through December 2025

	Jan - Dec 25
Ordinary Income/Expense Income Membership Dues Rent Digital / Railing Advertising Member Directory	35,500.00 9,600.00 1,800.00
Advertising Directory Member Directory - Other	1,500.00 0.00 0.00
Total Member Directory	1,500.00
Autumn BBQ Event Autumn BBQ Event Income Autumn BBQ Event Expense	8,000.00 -2,000.00
Total Autumn BBQ Event	6,000.00
Awards Dinner Awards Dinner Income Awards Dinner Expense	37,000.00 -25,000.00
Total Awards Dinner	12,000.00
Chamber Cash Chamber Cash Income Chamber Cash Expense	100.00 -1,000.00
Total Chamber Cash	-900.00
Events Fund Events Fund Income Events Fund Expense Christmas Fund Expense Halloween Fund Expense Events Fund - Other	1,865.00 -675.00 0.00 0.00 0.00
Total Events Fund	1,190.00
Economic Development Economic Development Income	10,000.00
Total Economic Development	10,000.00
Welcome Program Welcome Income Outreach Specialist Wages Outreach Specialist Expense Welcome Program - Other	0.00 0.00 0.00 3,000.00
Total Welcome Program	3,000.00
Total Income	79,690.00
Gross Profit	79,690.00

Smithville Area Chamber of Commerce Profit & Loss Budget Overview January through December 2025

Expense		Jan - Dec 25
Software & Computer Expense 0.00 Sponsorship 250.00 Taxes & Licenses 1,925.00 Telephone & Internet 1,530.00 Utilities 350.00 Gas 1,500.00 Electric 1,500.00 Water 350.00 Total Utilities 3,350.00 Website Hosting 350.00 Total Expense 71,405.00 Net Ordinary Income 8,285.00 Other Income/Expense Other Income Interest Income 350.00 Total Other Income 350.00 Net Other Income 350.00	Continued Education Networking Professional Development Gift Advertising Bank Service Charges Chamber Sponsored Luncheons Director's Salary Donation Dues & Subscriptions Insurance Interest Expense Office Supplies Payroll Taxes Postage Professional Fees	1,200.00
Total Utilities 3,350.00 Website Hosting 350.00 Total Expense 71,405.00 Net Ordinary Income 8,285.00 Other Income/Expense Other Income Interest Income 350.00 Total Other Income 350.00 Net Other Income 350.00	Software & Computer Expense Sponsorship Taxes & Licenses Telephone & Internet Utilities Gas Electric	0.00 250.00 1,925.00 1,530.00 1,500.00 1,500.00
Total Expense 71,405.00 Net Ordinary Income 8,285.00 Other Income/Expense 0ther Income Interest Income 350.00 Total Other Income 350.00 Net Other Income 350.00		
Net Ordinary Income 8,285.00 Other Income/Expense 350.00 Other Income 350.00 Total Other Income 350.00 Net Other Income 350.00	Website Hosting	350.00
Other Income/Expense 350.00 Other Income 350.00 Total Other Income 350.00 Net Other Income 350.00	Total Expense	71,405.00
Other Income Interest Income 350.00 Total Other Income 350.00 Net Other Income 350.00	Net Ordinary Income	8,285.00
Total Other Income 350.00 Net Other Income 350.00	Other Income	350.00
Net Other Income 350.00		2
Net Income 8,635.00	Net Other Income	
	Net Income	8,635.00

Smithville Area Chamber of Commerce Profit & Loss

January through August 2025

	Jan - Aug 25
Ordinary Income/Expense	
Income	
Royalty Income	1,789.40
Membership Dues	12,105.50
Rent	8,200.00
Digital / Railing Advertising	1,050.00
Member Directory Advertising	1,530.00
Auvorusing	1,550.00
Total Member Directory	1,530.00
Autumn BBQ Event	
Autumn BBQ Event Income	3,173.20
Autumn BBQ Event Expense	-396.44
Total Autumn BBQ Event	2,776.76
Awards Dinner	·
Awards Dinner Income	37,051.79
Awards Dinner Expense	-27,890.57
Total Awards Dinner	9,161.22
Chamber Cash	0,101.22
Chamber Cash Income	375.00
Chamber Cash Expense	-650.00
Total Chamber Cash	-275.00
Events Fund	
Events Fund Income	2 646 70
Events Fund Expense	2,646.70 -2,851.26
·	-2,001.20
Total Events Fund	-204.56
Welcome Program	
Welcome Income	1,936.00
Total Welcome Program	1,936.00
Total Income	38,069.32
Gross Profit	38,069.32
Expense	
Continued Education	509.35
Gift	195.56
Advertising	900.00
Bank Service Charges	440.13
Networking Expenses	772.37
Director's Salary	29,401.35
Dues & Subscriptions	303.48
Insurance	4,493.00
Office Supplies	1,033.81
Payroll Taxes	2,291.20
Postage Repairs & Maintenance	74.60
Repairs & Maintenance	8,144.00
Shredder Expense	178.64
Taxes & Licenses	872.29
Telephone & Internet	1,000.09
Utilities	4 000 00
Gas	1,022.06
Electric Water	479.92 307.61
TT GLG!	397.61
Total Utilities	1,899.59
Website Hosting	49.21

2:48 PM 09/11/25 Cash Basis

Smithville Area Chamber of Commerce **Profit & Loss**

January through August 2025

	Jan - Aug 25
Total Expense	52,558.67
Net Ordinary Income	-14,489.35
Other Income/Expense Other Income Interest Income	401.07
Total Other Income	401.07
Net Other Income	401.07
Net Income	-14,088.28

Smithville Area Chamber of Commerce Balance Sheet

March 31, 2021

	Aug 31, 25
ASSETS	
Current Assets	
Checking/Savings Money Market Southern Bank Acct	21,691.08
Nodaway Valley Bank	6,442.00
Checking Central - 323272	28,711.35
Total Checking/Savings	56,844.43
Other Current Assets	
CD Southern Bank Account	21,474.86
Total Other Current Assets	21,474.86
Total Current Assets	78,319.29
Fixed Assets	
Land	9,700.00
Chamber of Commerce Bldg	38,800.00 22,757.10
Chamber Building Improvements Equipment	22,797.10
Furniture & Fixtures	4,763.98
Equipment - Other	1,603.94
Total Equipment	6,367.92
Less Accumulated Depreciation	
Accum Deprec Building	(21,245.32)
Accum Deprec Equipment	(3,158.64)
Accum Deprec Furn & Fixtures	(2,717.08)
Less Accumulated Depreciation - Other	(3,787.57)
Total Less Accumulated Depreciation	(30,908.61)
Total Fixed Assets	46,716.41
TOTAL ASSETS	125,035.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities Payroll Liabilities	
Missouri Income Tax W/H	758.00
Total Payroll Liabilities	758.00
Total Other Current Liabilities	758.00
Total Current Liabilities	758.00
Total Liabilities	758.00
Equity	
Unrestricted Net Assets	138,365.98
Net Income	(14,088.28)
Total Equity	124,277.70
TOTAL LIABILITIES & EQUITY	125,035.70

RESOLUTION 1275

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SMITHVILLE CHAMBER OF COMMERCE FOR THE PURPOSE OF PROVIDING SERVICES IN THE AMOUNT OF \$10,000

WHEREAS, the City has identified services which can be performed through a partnership with the Smithville Chamber of Commerce; and

WHEREAS, the Board of Alderman has allocated funds in the FY2024 Budget for the Smithville Chamber of Commerce to use for the completion of these services; and

WHEREAS, the Smithville Chamber of Commerce has approved proposed Agreement and us willing to perform services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH SMITHVILLE CHAMBER OF COMMERCE FOR THE PURPOSE OF PURPOSE OF PROVIDING SERVICES IN THE AMOUNT OF \$10,000.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 17th day of October, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

SERVICES CONTRACT

THIS AGREEMENT entered into this 17 day of October, 2023 by and between the City of Smithville, Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City") and Smithville Chamber of Commerce, a Non- Profit Corporation doing business in Missouri (hereinafter referred to as "Chamber").

WITNESSETH:

WHEREAS, The Smithville Area Chamber of Commerce is organized for the following purposes:

- To advance the economic, industrial, professional and civic welfare of the Smithville, Missouri area.
- To promote business, community growth and development by promoting economic programs designed to strengthen and expand the income potential of all businesses within the trade area.
- Promoting programs of a civic, social and cultural nature which are
 designed to increase the functional and aesthetic values for the
 community and discovering and correcting problems which prevent the
 promotion of business expansion and community growth.
- To create a more intelligent and informed business and public opinion regarding city, county, state and national legislative and political affairs.
- To support all activities believed to be beneficial to the community and area, to oppose those which might be detrimental and to promote the welfare of all area citizens, always following those policies intended to accomplish the greatest good for the greatest number.

WHEREAS, the City has authority to promote the general economic development of the City and believes that it serves a Public Purpose to use public funds to provide assistance to an entity assisting in promotion of economic vitality and communication in furtherance of comprehensive and strategic planning goals; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate a designated amount to Smithville Chamber of Commerce as compensation of the performance of services pursuant to this agreement; and

NOW THEREFORE, in consideration of mutual covenants and promises contained herein the parties agree as follows:

- 1. **SCOPE OF WORK:** Chamber will provide the following services ("Services"):
 - a. Community Calendar the Chamber will continue to maintain a calendar of events for all events in the community. City staff will ensure the Chamber Executive Director has information regarding city events and

- events reserved for city facilities to include in this calendar. In exchange for this work, the City of Smithville will promote this calendar as the unified source of events in the Smithville community.
- b. Business Retention Visits the Chamber Executive Director, along with City representatives will schedule visits with current businesses in the community in an effort to understand ways the Chamber and City may provide assistance to local businesses. The City will identify twelve businesses locally and coordinate with the Chamber to schedule monthly visits.
- c. Business Startup Checklist the Chamber Executive Director will work with City staff to update the existing document, coordinate distribution as necessary and provide technical assistance as possible to prospective business owners.
- d. Tourism and Events partner with other community organizations to promote tourism and special events that bring community members together.
- e. Replica the Chamber Executive Director will serve as a liaison for businesses and work with City staff to provide information mined from the Replica platform.
- f. Communication the Chamber will provide space in the weekly newsletter for city updates. Further, the Chamber will ensure the city newsletter is available for Chamber members and included in welcome packets.
- 2. <u>TERM AND TIME OF PERFORMANCE</u>: The original term of this Agreement shall be from November 1, 2023, to October 31, 2024, and shall automatically renew for three (3) additional one (1) year terms, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City. To facilitate the review, the Chamber shall submit a copy of its current budget by October 15 annually and provide a report of all activity to the City. The City shall inform Chamber by November 1 annually of the results of the City review. All compensation for the Services is subject to annual appropriation by the City of Smithville.
- **3.** <u>COMPENSATION AND METHOD OF PAYMENT</u>: Following the date of signing of this agreement, the City agrees to pay \$10,000 annually for "Services" during the fiscal year in a one-time payment. All compensation for the Services is subject to the provision of Section II above.

- **4. AUDIT, INSPECTION OF RECORDS AND ANNUAL REVIEW**: Chamber shall permit an authorized representative of the City to inspect and audit all data and records of Chamber related to their performance under this Agreement.
- **5. SUBCONTRACT**: Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement.
- not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex or national origin. Chamber will ensure that no person is excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs provided, administered by SMSA (as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987).

Every effort will be made to ensure nondiscrimination in all of Chamber 's programs and activities, whether those programs and activities are federally funded or not. When Chamber distributes funds or aid it will include Title VI language in all written agreements and will monitor for compliance.

- 7. <u>COMPLIANCE WITH THE LAW:</u> All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- **8. INDEPENDENT CONTRACTOR**: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Chamber will be an independent contractor and not the City's employee for all purposes. Chamber shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of Chamber as a Missouri non-profit corporation, nor shall the City have any ownership interest in Chamber.
- **9. INDEMNIFICATION:** Chamber shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever arising out of or resulting from any act, error, omission or intentional act of Chamber or its agents, employees or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided,

however, that Chamber need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents.

10. CANCEL, TERMINATION, OR SUSPENSION: This Agreement may be cancelled, terminated, or suspended at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to Chamber. If either party is in default of this Agreement, the defaulting party shall be given notice in writing.

In the event of default, the defaulting party shall have thirty (30) calendar days to cure/remedy the default. The defaulting party will be sent the violation by certified mail a Notice Demand to Cure Default explaining the specific nature and extent of the default violation. Said violation or default will be cured or remedied within fifteen (15) working days after receipt of said Notice unless a longer time is agreed upon by both parties in writing. In the case that the default is not cured or remedied within the agreed upon time, the Agreement may be terminated with five (5) days written notice.

11. NOTICE: Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator, City of Smithville 107 W Main St. Smithville, MO 64089

Notice to Smithville Chamber of Commerce shall be addressed to:

Executive Director, Smithville Chamber of Commerce 105 W Main St. Smithville, MO 64089

- **12. AMENDMENTS**: This Agreement, if necessary, may be modified by mutual agreement of the City of Smithville and Chamber. Changes to be affected by written form and incorporated into this Agreement as an amendment.
- **13. SEVERABILITY**: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of all parties that the remaining provisions of this Agreement shall remain in full force and effect.
- **14. ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understanding or other matters, whether oral or written are hereby merged into and made a part hereof and are of no further force or affect.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE:

Ву:

Name: <u>Damien Boley, Mayor</u>

SMITHVILLE CHAMBER OF COMMERCE:

Title President, Smithville Area Chamber of Commerce