



**City of Smithville, Missouri  
Legacy Fund Agenda  
September 16, 2022  
2:30 PM  
Zoom**

---

NOTICE: The City of Smithville is committed to transparent public meetings and will continue this commitment during the COVID-19 crisis. Anyone who wishes to view the meeting may do so by viewing it on the City's YouTube channel.

For Public Comment, please email your request to the Assistant City Administrator at [amitchell@smithvillemo.org](mailto:amitchell@smithvillemo.org) prior to the meeting to be invited via Zoom.

**1. Call to Order**

- a. Roll Call Legacy Fund Committee

**2. Approval of Minutes**

- a. Approve Minutes from the June 29, 2022, Legacy Fund Meeting

**3. Discussion Items**

- a. Staff Update
- b. Legacy Fund Dinner – February 23, 2023

**4. Action Items**

- a. Discussion and decision of next fundraiser

**5. Public Comment**

**6. Adjourn**

Join Zoom Meeting  
<https://us02web.zoom.us/j/89488802731>

Meeting ID: 894 8880 2731  
Passcode: 173911



**City of Smithville, Missouri  
Legacy Fund Meeting Minutes  
June 29, 2022, at 2:30 PM  
Zoom**

---

**1. Call to Order**

Jennifer Langston-Justus called the meeting to order at 2:30pm. Legacy Fund Board Members present were Jennifer Langston-Justus, Starla Janes, and Angela Gillen. Staff Present were Matt Denton, Brittanie Propes and Anna Mitchell.

**2. Approval of Minutes**

Starla made a motion to approve minutes from May 13, 2022, Legacy Fund Regular Meeting. Angela seconded. Voice Vote, all ayes.

**3. Discussion Items**

**Legacy Fund - Fundraising Update:**

As of June 24, 2022, there is \$2,590.71 in the GKCCF fund, \$700.00 year to date. This amount is less than the last report due to Administrative fees being deducted from the account. Staff has had conversations with City legal staff and has started the process to create a Donation Fund within the City Annual Budget. This fund will be completely separate from all other funds, ensuring that the money donated for specific purposes indicated by the donor. First reading of the creation of the Donation Fund was passed on June 21, 2022, the second and final reading will take place on July 19, 2022. After the creation of the fund, funds donated will be able to be kept in a City account and will no longer be subject to administrative fees. On June 17, 2022, Staff coordinated a fundraiser with Healthy Headquarters. Through the fundraiser, \$200 was donated to the Fund.

**Heritage Park Stage Rendering Quote:**

On Tuesday, June 21, Staff met with Landworks Studios and ABCreative to discuss the cost estimate of the Heritage Park Stage. ABCreative's plan was to get back to us next month with a more accurate cost estimate with changes made, but actually they sent it over two days ago. Matt shared the new proposal with the Board. Jennifer asked why the price was much lower than anticipated. Matt mentioned when we were going through the master plan process, they were predicting for much larger "Amphitheater". Matt mentioned that electrical and sound equipment is not included in the price.

**4. Action Items**

The Board voted to obtain an official rendering of the stage and purchase smaller handouts/pamphlets to attend Hot Summer Nights and Eric Craigs Festi-Ville event in August. Then, plan to do a 50/50 raffle at the Haunted Campground on October 22, 2022.

The Board also wanted to start getting some names and dates together to start having work session meetings to start the process of the Christmas Lighted Event at Smith's Fork Campground.

**5. Public Comment**

N/A

**6. Adjourn**

Jennifer made a motion to adjourn, and Angela seconded the motion. Voice Vote, all ayes.

	<div>STAFF</div> <div>REPORT</div>
<b>Date:</b>	September 16, 2022
<b>Prepared By:</b>	Anna Mitchell, Assistant City Administrator
<b>Subject:</b>	Fundraising Update

### **Legacy Fund - Fundraising Update:**

As of September 14, 2022, there is \$2,478.20 in the GKCCF fund, \$700.00 year to date.

\$450 has been placed in the City Donation Fund.

The Board of Aldermen approved the creation of the Donation Fund at their July 19, 2022 Regular Meeting. The Legacy Fund now has the ability to have money donated directly to the City and staff will have easier access to the funds. Each donation that is given to the City Donation Fund must be accompanied by a signature page that is included in this report. This fund will be separate from all other funds, ensuring that the money donated for specific purposes indicated by the donor.

## **Exhibit A**

### **Donation Agreement**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between the City of Smithville, MISSOURI, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Donor").

Whereas Donor is a citizen or resident of the United States of America pursuant to 26 USCS § 2522. Donor intends to donate \$\_\_\_\_\_ to the City for the public purpose of \_\_\_\_\_ and City intends to accept said donation for said public purpose.

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

1. Donor donates \$\_\_\_\_\_ to the City for the public purpose of \_\_\_\_\_ and City accepts the donation for that public purpose.

2. The donation will be deposited by the City in a separate city fund for the donated purpose. The City and the Donor acknowledge that the current Board of Aldermen does not have the Authority to bind future boards to any particular action. Therefore, City and the Donor agree that if for any reason within ten (10) years from the Effective Date of the donation the City has not used or spent the donated funds for the stated reason the City may use the donated funds for any public purpose.

3. City and Donor understand and agree that upon the Effective date and receipt of the Donation, the city owns and has the right to manage, pursuant to the terms of this agreement, the donation. Donor will have no further say in the use or right to the donated funds. If the City receives multiple donations for the same purpose, the City may hold the donations in the same fund on a First In First Out (FIFO) basis.

4. This Agreement shall be null and void and of no effect unless and until the City Board of Alderpersons City has agreed to its terms.

5. The effective date of the Agreement shall be when all the required signatures have been executed by the City and the Donor and the Condition Precedent set forth in preceding Paragraph has been meet.

### **DONOR**

\_\_\_\_\_  
Name Date

### **THE CITY OF SMITHVILLE**

By: \_\_\_\_\_  
Mayor (or) City Administrator Date