



Figure 1 - Downtown Smithville

City of Smithville, Missouri

Board of Aldermen - Work Session Agenda

6:00 p.m. Tuesday, October 6, 2026

City Hall Council Chambers

Meetings are live streamed on the [City's YouTube](#) page and will be posted to the City's website and FaceBook following the meeting.

- 1. Call to Order**
- 2. Chamber Annual Presentation**
- 3. Business License Review**
- 4. Adjourn**



Date:	October 6, 2026
Prepared By:	Cynthia Wagner, City Administrator
Subject:	Smithville Chamber of Commerce Annual Report

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.

This summer, leadership of the Chamber changed with the appointment of Nick Harlin as President and CEO. Monthly meetings between the Chamber and the City Administrator and Deputy City Administrator have continued, with review of the services agreement as a major topic of discussion.

Review of the agreement with new Chamber staff has identified recommended changes to the agreement to clarify the scope of work identified in the agreement. A redline of the agreement with the changes is included in the agenda material.

These changes include the addition of City use of the office space and conference space within the Chamber building with an associated increase of \$5,000 to the annual payment. Staff recommend use of the office space by IT/GIS Technician Jamie Nix. Jamie is currently working in the office space shared with development and public works staff. Moving the IT/GIS function to a separate space allows for flexibility in the shared workspace and provides more functional space for the IT position. Use of the

conference space will provide additional flexibility for staff in scheduling internal and external meetings as meeting room space in City Hall is currently limited.

An update on Chamber activity and the budget report are included in the packet. Nick Harlin will present this information.

Smithville Area Chamber of Commerce

105 W Main St. Smithville, MO 64089

MEMORANDUM

TO: Mayor and Board of Aldermen, City of Smithville

FROM: Nick Harlin, President and CEO, Smithville Area Chamber of Commerce

DATE: September 25, 2026

SUBJECT: Annual Report for Services Agreement: 2025–2026

On behalf of the Smithville Area Chamber of Commerce, I'm pleased to share this annual report on our work under the City's services agreement. I began serving as President and CEO on July 6, 2026, so the October 6 Board of Aldermen meeting will mark my first three months in the role. This report highlights the Chamber's work throughout the agreement year, with a closer look at the activities I've been involved in since July.

The City's continued support helps the Chamber connect local businesses with resources, share timely information and bring people together through community events. We're grateful for the City's partnership and its \$10,000 annual investment in this work. The following report highlights what we've accomplished together in each area of our agreement and where we hope to build on that work in the coming year.

Review of Contracted Services

1. Community Calendar: The Chamber continues to maintain the Community Calendar as a central resource for events throughout Smithville.

- We add and promote City meetings, Activity Center programming, business events, school dates, Mid-Continent Public Library programs, and other community activities through the calendar and our regular communications.
- Since the calendar was added to our website, it has averaged **3,797 unique visitors per year**. Traffic spikes around major community events, demonstrating its value as a resource for finding things to do in Smithville.
- We continue to coordinate with City staff and local partners to keep event information current and make the calendar useful to the broader community.

2. Business Retention and Business Support: The Chamber continues to support business retention and attraction of new businesses to the Smithville community through different forms of support.

- The Chamber continues its Member of the Month program, recognizing the City of Smithville in August and Southern Bank in September. The program creates

opportunities to recognize members, hear directly from them, and arrange business retention visits with City staff. This is an area I hope to improve and modify in the future in partnership with Cynthia Wagner and Gina Pate.

- Since July, I have helped welcome nine new members to the Chamber, held four ribbon cuttings with another scheduled, and connected businesses with multiple different promotional and training opportunities.

3. Business Startup Information: The Chamber worked closely with Gina Pate to ensure the Business Startup Checklist is an accurate and effective tool for new entrepreneurs.

- The Chamber makes the business startup checklist and related information available to prospective business owners on our website and through printed copies in our office.
- This checklist helps new entrepreneurs understand current City codes and processes. I plan to review the checklist again with City staff during the coming year.

4. Tourism and Community Events: We have focused on strengthening partnerships with other community organizations, such as the Smithville Main Street District, Rotary Club, and Kiwanis, while also pursuing new community events and tourism opportunities.

- In partnership with the Smithville Main Street District, we are preparing for the September 26 **Smithville Backyard BBQ Bash**. The event will bring barbecue teams, market vendors and family activities downtown. The Chamber has coordinated sponsors, volunteers and event logistics with the City and community partners.
- **CandyLand Christmas** brings families to local business stops for treats and holiday activities. It is part of a larger community celebration that also includes the Lighted Christmas Parade, the Mayor's Tree Lighting and Parks and Recreation's Candy Cane Quest.
- Our annual **Community Easter Egg Hunt** welcomes families from Smithville and surrounding communities. With more than 15,000 eggs, a visit from the Easter Bunny and hidden Golden Tickets, it is one of our largest family events.
- The **Community Awards Banquet** gives us an opportunity to recognize the residents, businesses and organizations that contribute to Smithville. Working with City Parks and Recreation, the banquet is the Chamber's largest annual fundraiser and sponsorship event.
- Throughout the year, Rise and Shine Coffees and membership luncheons give business owners and community leaders regular opportunities to connect.

5. Data Platform Liaison/Economic Development: The current agreement calls for the Chamber to serve as a liaison for business data from the Replica platform.

- The previous annual report noted the City's transition to Placer.ai, and there have been discussions of other new software platforms going forward with Cynthia and Gina.
- During my tenure, we have not yet established a process for this scope of work. I would welcome a discussion with City staff about specific data needs and how the Chamber can support the City's economic development efforts.

6. City Communication: The Chamber continues to use its regular communications to help keep local businesses and residents informed about City news and activities.

- A dedicated **City Update** section appears in both our Weekly Scoop and monthly membership newsletter. It includes a weekly "Did You Know?" feature, links to recordings of the latest Board of Aldermen, Planning and Zoning Commission, and Parks and Recreation Committee meetings, and updates on the City's 2026 Strategic Plan.
- We obtain the City's newsletter from City Hall and include it in welcome buckets for new residents, helping them connect with City information as they settle into Smithville.
- Our monthly meetings with City staff provide an opportunity to discuss upcoming City items, discuss business concerns and identify ways the Chamber and City can continue to work together.

7. Additional Community and Business Initiatives: Beyond our contracted services, the Chamber has expanded its partnerships to bring new resources and connections to Smithville businesses.

- **Smithville Growth Blueprint Workshops:** Our partnership with Mid-Continent Public Library's Square One Small Business Services has moved from planning to action. In September, we hosted an in-person workshop on connecting print and digital marketing and preparing for holiday and year-end promotions. We plan to continue offering practical training for local businesses.
- **Small Business Listening Session:** In partnership with the Northland Chamber of Commerce and Platte County Economic Development Council, I organized a Meta listening session focused on how small businesses are using AI. The session gave business owners an opportunity to share their experiences and questions directly.

- **Regional Chamber Connections:** We partner with Liberty, Excelsior Springs, Kearney and Gladstone Chambers for a quarterly multi-chamber event, giving members a chance to build connections across the Northland. I also meet monthly with those chambers' presidents and executive directors to share ideas, coordinate opportunities and stay informed about issues affecting area businesses.

Conclusion and Future Outlook

The partnership between the City of Smithville and the Chamber continues to support local businesses and bring our community together. From maintaining the community calendar and sharing City updates to hosting events and expanding business training, we are grateful for the opportunity to carry out this work with the City.

As I complete my first three months as President and CEO, I look forward to building on that foundation. In the coming year, I hope to work with City staff on a more consistent schedule for business retention visits, review the startup checklist and establish a practical process for economic development data requests.

Thank you for the City's continued trust and support. We respectfully request renewal of our services agreement for the coming year and look forward to another year of productive partnership.

As requested, a copy of the Chamber's current budget is attached for your review.

Sincerely,

Nick Harlin

President and CEO

Smithville Area Chamber of Commerce

Smithville Area Chamber of Commerce
Profit & Loss
January through August 2026

	Jan - Aug 26
Ordinary Income/Expense	
Income	
50th Tshirt Income	225.00
Late Fee Income	60.00
Disaster Relief Fund Income	5,438.01
Annual Sponsorship Packages	3,350.00
Royalty Income	3,233.90
Membership Dues	16,765.39
Rent	7,525.00
Digital / Railing Advertising	1,418.34
Member Directory Advertising	806.42
Total Member Directory	806.42
Autumn BBQ Event	
Autumn BBQ Event Income	4,069.90
Total Autumn BBQ Event	4,069.90
Awards Dinner	
Awards Dinner Income	31,909.25
Awards Dinner Expense	-28,489.07
Total Awards Dinner	3,420.18
Chamber Cash	
Chamber Cash Income	503.50
Chamber Cash Expense	-880.00
Total Chamber Cash	-376.50
Events Fund	
Events Fund Income	1,608.04
Events Fund Expense	-200.00
Christmas Fund Expense	-431.61
Easter Fund Expense	-299.26
Total Events Fund	677.17
Economic Development	
Economic Development Income	10,000.00
Total Economic Development	10,000.00
Welcome Program	
Welcome Income	1,466.00
Total Welcome Program	1,466.00
Total Income	58,078.81
Gross Profit	58,078.81
Expense	
50th Tshirt Expense	201.62
Disaster Relief Fund Expense	5,438.01
Continued Education	299.00

11:02 AM
09/09/26
Cash Basis

Smithville Area Chamber of Commerce
Profit & Loss
January through August 2026

	Jan - Aug 26
Networking	753.91
Gift	150.00
Advertising	189.00
Bank Service Charges	312.85
Chamber Sponsored Luncheons	9.90
Director's Salary	32,567.72
Dues & Subscriptions	414.40
Insurance	4,351.00
Interest Expense	8.11
Office Supplies	4,860.24
Payroll Taxes	2,565.23
Professional Fees	750.00
Repairs & Maintenance	263.15
Shredder Expense	227.36
Taxes & Licenses	1,839.86
Telephone & Internet	23.93
Utilities	
Gas	1,025.28
Electric	416.01
Water	376.51
Total Utilities	1,817.80
Website Hosting	59.94
Total Expense	57,103.03
Net Ordinary Income	975.78
Other Income/Expense	
Other Income	
Interest Income	335.50
Total Other Income	335.50
Net Other Income	335.50
Net Income	1,311.28

11:02 AM
09/09/26
Cash Basis

Smithville Area Chamber of Commerce
Balance Sheet
As of August 31, 2026

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
Money Market Southern Bank Acct	22,294.93
Nodaway Valley Bank	6,442.00
Checking Central - 323272	53,429.40
Total Checking/Savings	82,166.33
Other Current Assets	
CD Southern Bank Account	21,474.86
Total Other Current Assets	21,474.86
Total Current Assets	103,641.19
Fixed Assets	
Land	9,700.00
Chamber of Commerce Bldg	38,800.00
Chamber Building Improvements	22,757.10
Equipment	
Furniture & Fixtures	4,763.98
Equipment - Other	1,603.94
Total Equipment	6,367.92
Less Accumulated Depreciation	
Accum Deprec Building	-30,883.53
Accum Deprec Equipment	-3,158.64
Accum Deprec Furn & Fixtures	-2,717.08
Less Accumulated Depreciation - Other	-3,787.57
Total Less Accumulated Depreciation	-40,546.82
Total Fixed Assets	37,078.20
TOTAL ASSETS	140,719.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	
FICA W/H Employee	220.77
FICA W/H Employer	220.77
Medicare W/H Employee	51.63
Medicare W/H Employer	51.63
Federal Income Tax W/H	260.00
Missouri Income Tax W/H	866.00
FUTA	31.80
Total Payroll Liabilities	1,702.60
Total Other Current Liabilities	1,702.60
Total Current Liabilities	1,702.60

11:02 AM
09/09/26
Cash Basis

Smithville Area Chamber of Commerce
Balance Sheet
As of August 31, 2026

	Aug 31, 26
Total Liabilities	<u>1,702.60</u>
Equity	
Unrestricted Net Assets	137,705.51
Net Income	<u>1,311.28</u>
Total Equity	<u>139,016.79</u>
TOTAL LIABILITIES & EQUITY	<u><u>140,719.39</u></u>

SERVICE CONTRACT

THIS AGREEMENT entered into this ____ day of October, 2026 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 President/CEO 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 President/CEO, along with City will review the existing program for enhancements and in order to increase participation by businesses. Business retention visits will be scheduled for Chamber member of the month and include a more proactive promotion of the program for additional visits. Using information gleaned from these visits, City and Chamber staff will work to identify potential programs to assist local small businesses.
- c. Business Startup Checklist - the Chamber President/CEO will work with City staff to ensure online information is up to date, coordinate distribution as necessary and provide technical assistance as possible to prospective business owners and assist the city in communicating information regarding the business licensing process.
- 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.~~ The Chamber President/CEO will work with the city on economic development related activities as requested, including providing data or review of information from economic development platforms.
- 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.
- g. City use of the office space and conference room within the Chamber building.

2. TERM AND TIME OF PERFORMANCE: 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. **COMPENSATION AND METHOD OF PAYMENT:** Following the date of signing of this agreement, the City agrees to pay ~~\$10,000~~ **\$15,000** 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.

6. **NON-DISCRIMINATION PROVISIONS:** Chamber and its subcontractors will 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. **COMPLIANCE WITH THE LAW:** 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. NDEMNIFICATION: 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:

By: _____

Title: _____

SMITHVILLE CHAMBER OF COMMERCE:

By: _____

Title: _____



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To: Mayor and Board of Aldermen
From: City Attorney
Date: 10/1/2026
Re: Business License Process Review

Staff and the City Attorney continue to review the City's current business license processes and following the discussion at the September 1 Work Session have further refined the staff proposal for an updated business licensing structure. At the prior work session, the Mayor and Board raised several key themes to address with an updated licensing plan including clarity, fairness, and additional enforcement options. Staff have taken that direction and incorporated it into a detailed implementation recommendation for further discussion. This memo provides an overview of key changes proposed for the business licensing ordinance and provides next steps after adoption of an updated licensing structure.

The first key change provides clarity in what businesses the ordinance applies to and creates a uniform requirement for licensure. The current Code provides an extensive list of businesses subject to regulation and requires staff and the applicant to determine whether a business fits any of the listed categories. Under the draft ordinance, every business in the City would be required to obtain a license to do business unless specifically exempted. This change creates a uniform expectation that businesses in Smithville will be licensed and allows staff to better understand the extent of business in the City and to determine compliance with other licensing and tax requirements.

Additionally, the draft ordinance better incorporates cooperation with other City departments and outside stakeholders. Under the draft ordinance, all business would be required to confirm zoning compliance, submit copies of any state required licenses and tax documentation, and pass an inspection from the Fire Protection District before being issued a license. Food-related businesses would continue to require clearance from the County Health Department before being issued a license.

Finally, the draft ordinance provides for expanded enforcement options and allows business licensing to be incorporated into enforcement mechanisms for other City initiatives. Under the

current Code, the only remedy for non-compliance is to issue a citation and send the business to municipal court for a fine. Under the draft ordinance, citations become one enforcement tool among many others, including the revocation of the business license and the institution of legal proceedings to force a non-compliant business to close. As the City continues to tackle other pressing matters that center around businesses, these expanded tools may become part of enforcement schemes for other Code provisions as well. For example, an ordinance prohibiting the sale of certain products in the City would benefit greatly from being able to tie compliance to the possibility of revoking a business license or shutting down the business.

As the City continues working toward finalizing a draft ordinance for Board consideration, certain items must be addressed after adoption. Staff continue to work negotiating a Memorandum of Understanding with the Fire Protection District that would clearly outline inspection responsibilities. Additionally, as the requirements and procedures for administering the business licensing program change, the current fees listed in the Comprehensive Schedule of Fees for business licenses and late fees should be re-considered and amended if necessary.