Figure 1 - Downtown Smithville

City of Smithville, Missouri

Board of Aldermen - Work Session Agenda

6:00 p.m. Tuesday, November 3, 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. **Draft Strategic Plan Presentation**

3. **SRO Discussion**

4. **Adjourn**

Posted by Linda Drummond, City Clerk October 29, 2026 4:00 p.m. Accommodations Upon Request
107 W. Main St., Smithville, MO 64089

SMITHVILLE missouri **STAFF REPORT**

Date:	November 3, 2026
Prepared By:	Gina Pate, Deputy City Administrator
Subject:	Draft Strategic Plan

Background

Over the past several years, the City has advanced the goals established in the 2019 Strategic Plan. Many goals have been accomplished, while others continue to be prioritized through the Comprehensive Plan, master plans, and Capital Improvement Plan. After reviewing this progress, the Board of Aldermen directed staff to include funding in the FY2026 Budget for a Strategic Plan update.

Following a competitive procurement process, the City selected BerryDunn as the consultant for the Strategic Plan update. The scope included broad engagement with residents, businesses, community stakeholders, nonprofit and community-based organizations, elected officials, and City staff.

Project Update

The project kicked-off in May 2026 and is now in the Community Review Stage.

From May through September, the City gathered input through community forums, the Social Pinpoint site, pop-up events, interviews, and surveys, including a survey designed for high school students. To broaden participation and awareness, communication outreach included:

- Shared during the Chamber Luncheon including handouts, paper surveys, and the presentation
- Published in The Ville magazine
- Published in the Courier Tribune Newspaper
- Highlighted in two Citizen Newsletters
- Utility Bill Insert featuring only information on the Strategic Plan
- Shared weekly in the Smithville Area Chamber of Commerce's Weekly Scoop on the Chamber's website and social media
- Shared weekly in the City's Weekly Newsflash on social media and City website
- 13 individual social media posts (in addition to the weekly newsflash)
- Listed in all City Administrator Reports for the Board of Aldermen Meetings
- Brochures in City Hall lobby, back of City Hall, and in Board Room
- Brochures at Parks & Rec Booth at Farmers Market Event
- Information at the Touch-A-Truck Event / sticky note activity

After the community engagement period, BerryDunn facilitated Plan Development Sessions with the Board of Aldermen and staff leadership. Feedback themes from stakeholders guided discussions about the Mission, Vision, Guiding Principles, Strategic Priorities, Objectives, and Performance Measures.

Staff would like to thank the residents, community partners, elected officials, and staff members who contributed their time and perspectives to this process.

The packet includes a working draft of the Strategic Plan content for the Board's review and feedback. This version is not the finalized or designed document; formatting and design will be completed after the content has been reviewed and refined. Staff is currently reviewing design options with the consultant team.

At the work session, BerryDunn's presentation will focus on the plan's content: Mission, Vision, Guiding Principles, Strategic Priorities, and Objectives. The Board may also provide feedback on performance-measure timelines and identify any measures that should be added. Feedback on visual design is not being requested at this stage.

After the Board's feedback is incorporated, the Draft Strategic Plan will return to the community for review:

- **Community Review Online Survey:** November 9 through November 20
- **In-Person Community Review Sessions:**
  - November 9: 6:00–7:30 p.m. at Mid-Continent Public Library, Smithville Branch
  - November 10: 10:30 a.m.–12:00 p.m. at City Hall Board Room
    Light refreshments will be provided.

Throughout the remainder of the process, the City's online engagement platform will provide updates, announcements, and opportunities for public input. Visit the site to stay informed and participate:

https://engageberrydunn.mysocialpinpoint.com/smithville-mo-strategic-plan

Following the review of the community, BerryDunn will present the Final Draft of the Strategic Plan for Board consideration on December 15.

BerryDunn

City of Smithville, MO

Strategic Plan: Initial Draft Plan for Review

Mission, Vision, Guiding Principles, Strategic Priorities, Goal Statements, and Performance Measures

Mission Statement

Draft: We will serve the public by providing consistent and reliable services to meet Smithville's needs today while planning for a prosperous future.

Vision Statement

Current: Smithville builds its future by embracing growth, encouraging commerce and enhancing its natural surroundings.

Draft: The City of Smithville preserves its hometown pride by balancing growth and creating a vibrant community where people connect, participate, and enjoy a high quality of life.

Guiding Principles with Definitions

Draft:

1. **Public Service** - We serve the community with enthusiasm and purpose, providing responsive, solution-oriented assistance for the greater good of the City.
2. **Honesty** - We strive to communicate openly, transparently, and truthfully in all we do.
3. **Integrity** - We earn trust by performing our work honestly, ethically, and consistently with our values.
4. **Excellence**- We continuously improve, embrace learning, and exceed expectations.
5. **Accountability** - We take responsibility for our decisions and actions, follow through on commitments, and deliver results.
6. **Respect -** We treat everyone with dignity and professionalism.

Strategic Priorities

Balanced Development

We cultivate diversity in business and housing options to create a vibrant local economy, which embodies Smithville's sense of place.

Objectives and performance measures:

1. Implement the comprehensive plan to support diverse housing types for all stages of life.
    - Create a housing type inventory by December 2027
    - Create a business type inventory by December 2027
    - Provide updates on the number of housing types constructed monthly
    - Report each of these items in the Popular Annual Financial Report (PAFR) annually
2. Develop an online webpage to improve access to current and future development information using Geographic Information Systems (GIS).
    - Implement training requirements for staff to utilize full GIS system by April 2027
    - Create development webpage by May 2027 and maintained monthly
    - Update webpage to include planning items, construction, and permits monthly
3. Support and retain businesses to expand economic and employment opportunities.
    - Review Smithville Area Chamber of Commerce Memorandum of Understanding (MOU) partnership in conjunction with budget development annually
    - Conduct business retention visits monthly
    - Number of engagements with Smithville Main Street District
    - Number of Ribbon Cuttings attended annually
4. Advance adopted established plans and community-informed priorities through consistent follow-through, responsible investment, and transparent communication.
    - Update Comprehensive Plan dashboard quarterly
    - Resident satisfaction with how the City manages and plans for growth and development
    - Report on progress on implementation of master plans in conjunction with the review of the Capital Improvement Plan annually
    - Continue to utilize park dedication fees to help ensure residential development supports recreational and green space opportunities.
    - Review park dedication fees annually
    - Report on use of park dedication fees annually
5. Continue reviewing codes to improve efficiency, support economic development, and remove barriers.
    - Review infrastructure design guidelines annually
    - Report number of Development Codes reviewed annually
6. Require applicants to complete an economic impact analysis to assist with governing body in decision-making and community understanding.
    - Work with the Planning Commission and Board to determine the scope and triggers for when these analyses shall be presented by June 2028
    - Report on the number of economic impact analyses presented annually
7. Pursue partnership with healthcare providers to encourage planning for timely access to prompt care and emergency services.
    - Meet with St. Luke’s Hospital leadership annually
8. Celebrate the community’s agricultural heritage while fostering a strong, sustainable local economy.
    - Explore implementation of buffer zones and enhanced landscaping requirements for all new development by January 2028
    - Complete the Smith’s Fork Commercial Overlay District within 12 months of annexation of Smith’s Fork Park land

- Continue MOU partnership with Lion's Club to host farmer's and maker's market weekly from May through September

Enhance Public Places and Infrastructure

We support responsible expansion of reliable and resilient public spaces and infrastructure designed for long-term performance to address growing needs.

Objectives and performance measures:

1. Enhance accessibility, including Americans with Disabilities Act (ADA) requirements, to promote equitable access for residents and visitors.
    - Map ADA inventory, sidewalk ramps and gaps in GIS by 2030
    - Continue to update website for Title VII of the ADA act of 1990 annually
    - Update existing parks and recreation spaces for ADA accessibility by 2031
2. Implement Capital Improvement Plan to meet community growth and service capacity.
    - Complete sewer rehabilitation program citywide by June 2032
    - Capital Improvement Plan (CIP) annually
    - Percentage of projects completed annually
    - Number of completed maintenance projects annually
    - Percentage of planned parks maintenance projects completed annually
    - Establish an asset management system to prioritize and manage future capital improvement plans by 2030
    - Level of satisfaction with city maintenance services in Citizen Survey
3. Optimize and expand facilities capacity to meet evolving community needs, maintain compliance with regulatory requirements, and support long-term service delivery.
    - Complete City facility needs study by November 2026 to include funding requirements for each facility and provide updates to Board of Aldermen annually
    - Update Board of Aldermen on number of participants at Smithville Activity Center annually
    - Number of park amenities and recreational areas improved or added annually
    - Update the community center/pool feasibility study to evaluate community demand, project costs, and ongoing operation and maintenance costs
    - Satisfaction with maintenance of buildings & facilities in Citizen Survey
4. Leverage diverse funding sources to invest in and complete infrastructure projects.
    - Apply to the MARC 2031-2032 programming cycle
    - Percentage of (as dollar amount) of infrastructure spending to funding requested annually
    - Expand donation fundraising for Legacy Fund to increase annual contributions to exceed a fund balance of $150,000 by October 2029
    - Meet with legislative delegations to leverage potential earmark funding annually
    - Address critical water and wastewater infrastructure, facility upgrades, and expansion to meet future needs
5. Collaborate with transportation partners to address traffic concerns and support future growth.
    - Meet with Missouri Department of Transportation (MODOT) annually
    - Review maintenance agreement with the Clay County annually
    - Attend 80% of monthly meetings with MARC's Total Transportation Policy Committee (TTPC) and MARC's Missouri Programming Committee (MPC)

Organizational Readiness

We are a city that attracts and retains dedicated professionals committed to responding to the needs of the community today and in the future.

Objectives and performance measures:

1. Expand efforts to attract and retain high-performing workforce to meet the current and future needs of the community.
    - Reduce employee voluntary termination turnover rate by 10% by June 2029
    - Length of vacancy rate for hard to fill positions
    - Complete stay surveys with each department by June 2028
    - Conduct employee satisfaction survey by March 2027 and annually thereafter
    - Continue to conduct benefits survey annually
    - Report on department average years of service annually
2. Invest in employee compensation and benefits to strengthen satisfaction and retention.
    - Update compensation plan annually
    - Review benefits annually
    - Continue benefits committee meeting twice a year
    - Complete review of employee educational incentives and implement by November 2029
3. Invest in employee training and educational support to support employee development to best serve our community.
    - Conduct career development plans for employees annually
    - Number of staff hours dedicated to training
    - Conduct customer service training annually
    - Percentage of staff who completed all required trainings
    - Develop and implement a customer service survey to better understand customer needs by December 2028.
4. Strengthen employee and organizational safety through proactive risk management, training, and continuous improvement.
    - Reduce workers' compensation claims and associated costs annually
    - Percentage of applicable employees maintaining required safety certifications annually
    - Percentage of workers completing safety training
    - Conduct trail and playground inspections monthly
    - Conduct public facilities inspections twice a year
    - Continue cybersecurity training monthly
    - Continue winter readiness training annually
5. Balance professional responsibilities and personal commitments to sustain organization success.
    - Continue to support employee well-being by requiring use of mandatory vacation (40 hours of continuous time off)
    - Continue new 12-week paid parental leave program
    - Complete program evaluation assessment of Police Department Paid Sabbatical Program by June 2027
    - Institute paid sabbatical program for all employees by November 2030
    - Overtime hours as a percentage of departmental employee hours annually
6. Invest in our values-driven organization by promoting communication, engagement, and understanding.
    - Continue City Administrator meetings with all departments quarterly
    - Percentage of Standard Operating Procedures (SOPs) reviewed and updated by department
    - Percentage of administrative policies reviewed and updated annually
    - Number of identified policies or procedural gaps addressed
    - Continue employee engagement committee meetings monthly
7. Embrace a culture of recognition to celebrate achievements and organizational success.
    - Continue employee appreciation service awards annually
    - Continue and promote employee spotlight in the newsletters
    - Develop employee recognition program by November 2027
8. Enhance records management practices to promote transparency, accessibility, compliance, and effective City operations.

- Update agenda Request for Action (RFAs) to incorporate new strategic plan priority areas by March 2027
- Percentage of records converted from paper copies to digital files, with records retention schedule updated to reflect any changes.
- Establish and conduct record retention training for departments by October 2027, conduct annually thereafter
- Percentage of required public notices, agendas, minutes, and other official records completed within applicable requirements

9. Advance responsible financial stewardship and transparency to sustain the City's long-term financial health.
    - Preserve 25% reserve requirement for general fund
    - Preserve 20% reserve requirement for Public Safety Sales Tax and Combined Water and Wastewater Systems Fund
    - Maintain the City's AA- bond rating at the time of each review
    - Update website with posts to improve public accessibility of finance reporting monthly
    - Continue to provide financial report in a public forum every 6 months
    - Continue to provide quarterly budget updates to the Board of Alderman to show progress throughout the year
    - Continue updates on long-term financial planning including infrastructure updates
    - Identify financial reporting software to enhance communication by January 2027, with implementation by July 2027
    - Increase satisfaction of value that you receive for your City tax dollars & fees in Citizen Survey
    - Increase level of satisfaction with Finance in Citizen Survey.
10. Enhance organizational technology and equipment to improve efficiency and support growth.
    - Update technology replacement plan annually
    - Update equipment replacement plan annually
    - Explore options for an online business licenses portal by March 2027
    - Number of planned vehicle replacements completed annually
    - Number of planned equipment replacements completed annually
    - Continue to increase the fund balance of the Vehicle and Equipment Replacement Fund (VERF)

Embrace Hometown Feel

Preserve Smithville's unique community character by promoting safety and trust, encouraging community engagement, and offering recreational opportunities for all.

Objectives and performance measures:

1. Strengthen civic engagement, communication, and transparency to build trust and increase community understanding of municipal government.
    - Increase survey participation numbers from statistically valid survey
    - Conduct citizen satisfaction survey biannually
    - Increase communication satisfaction through citizen survey
    - Number of city education programs conducted annually
    - Number of participants who attend city education programs on an annul basis
    - Increase reach and engagement across City communication channels
    - Update City website with capital projects updates and information monthly
    - Number of public information requests responded to within established timeframes
    - Publish Popular Annual Financial Report (PAFR) in January annually
    - Communicate the Fiscal Year Budget annually
    - Continue to pursue distinguished budget award through Government Finance Officers Associations (GFOA)
    - Maintain an unmodified audit opinion with no material weaknesses by October 2027

- Public safety sales tax review committee meets twice annually

2. Strengthen community partnerships to expand collaboration, cultural opportunities, and community engagement.
    - Number of meetings with Smithville School District annually
    - Number of Real World Learning Program opportunities in which the City participates annually
    - Number of active partnerships with community and civic organizations
    - Number of community programs, events, or initiatives completed in partnerships with local organizations
    - Percentage of identified community initiatives supported through partnerships with local organizations
    - Value of financial or in-kind resources leveraged through community partnerships
    - Continue participation in Creative Community Alliance (CCA) “Sculpture on the Move" program
    - Continue to apply for the parade of hearts program
3. Celebrate community events, accomplishments and Smithville’s story to strengthen identity, hometown pride, and belonging.
    - Number of participants at events annually
    - Number of new or expanded community events and recreational opportunities offered (i.e. Haunted campground, Parks and rec month, Easter egg hunt, Touch a truck, and Fireworks)
    - Number of volunteer hours supporting community events and activities
    - Continue partnership with local organizations to host Lakefest, Festiville, Homecoming, and the Community award banquet
    - Promote the community calendar from the Smithville Area Chamber of Commerce
    - Social media posts about day-to-day operations
    - Increase opportunities to highlight staff accomplishments
    - Create new City branding by December 2027
    - Implement the wayfinding signage to enhance connectivity and accessibility by December 2027
4. Enhance distributed recreational opportunities that bring people together, support healthy lifestyles, and foster a strong sense of community belonging.
    - Number of participants in youth sport and program budget separated by sport submitted annually
    - Number of registrations and programming budget in Events and Program separated by event program submitted annually
    - Number of Facilities Rentals each month separated by facility reported annually
    - Track Campground Opponency Rates by recording daily reservations
    - Track unduplicated clients for Senior Services at the Activity Center and report quarterly
    - Track number of new clients for Senior Services at the Activity Center and report quarterly
    - Average number of meals served each month for Senior Services at the Activity Center and report quarterly
    - Report number of park visits annually
    - Operating expense per total acre reported annually
    - Total park acreage per thousand residents reported annually
    - Complete Smith's Fork Park Project by December 2029
5. Maintain safe neighborhoods, schools, and public spaces through proactive poling, crime prevention, and community partnerships.
    - Number of safety education programs for community annually
    - Number of sign-ups for vacation watch program annually
    - Number of enrollments in “eyes on Smithville” programming
    - Average response time to community calls
    - Publish the Police Department Report annually
    - Continue to report monthly statistics to the community
    - Establish a Trap Neuter Release (TNR) Program by November 2028
    - Provide activity report of School Resource Officer

- Percentage of respondents feeling of safety in the City in Citizen Survey
- Increase level of satisfaction with various public safety services in the Citizen Survey

6. Strengthen downtown as a welcoming and vibrant destination to promote community connection, engagement, and hometown pride for all ages.
    - Complete Riverwalk by August 2027
    - Complete Heritage Park by December 2031
    - Percentage of Downtown commercial spaces occupied by active businesses
    - Business retention rate within Downtown
    - Downtown enhanced with community branded banners completed by December 2027
    - Percentage of residents who view Downtown as a welcoming and vibrant community destination
    - Percentage of residents satisfied with Downtown amenities and activities
    - Second creek sidewalk project to promote connectivity to downtown by October 2027

BerryDunn

Board of Aldermen Strategic Plan Initial Draft Review

City of Smithville, MO

Maddi Powers Spencer

Senior Consultant | Berry, Dunn, McNeil & Parker, LLC

November 3, 2026

Agenda

1. Overview of Strategic Planning
2. Timeline and Process
3. Stakeholder Engagement
4. Strategic Plan Review
5. Discussion
6. Next Steps

Overview of Strategic Planning

Introduction to BerryDunn

Maddi Powers Spencer

MPA, ODCP ICA ToP

Senior Consultant |
Berry, Dunn, McNeil &
Parker, LLC

335+ Consulting Resources and 38 Years Serving the Public Sector

Guidelines for Effective Participation

Speak from your own perspective using “I” statements.

Respect others’ viewpoints while listening respectfully and intently.

Speak in “we” statements when reporting out from breakout discussions.

Stay focused on the discussion at hand.

Ask questions.

What is a Strategic Plan?

STRATEGIC PLAN

WHAT the City will prioritize and focus on

A **LIVING DOCUMENT** that guides decision-making

A **TOOL** for government transparency and accountability

HOW the City carries out its strategy to reach the vision, priorities, and goals is defined in the **Implementation Plan**

Strategic Plan: What does it do?

Strategic plans help municipalities:

- Plan for the future
- Set clear goals and priorities to effectively allocate resources
- Maintain focus to make progress on issues of most importance to community members

Strategic Plan: Why is it important?

The City's strategic plan will:

- Help set a clear direction for its future by outlining goals and objectives
- Help prioritize use of resources and help ensure resources are allocated to best meet new goals and objectives
- Focus City efforts on the areas identified as most critical to achieving its desired outcomes and adapt its plans as circumstances change

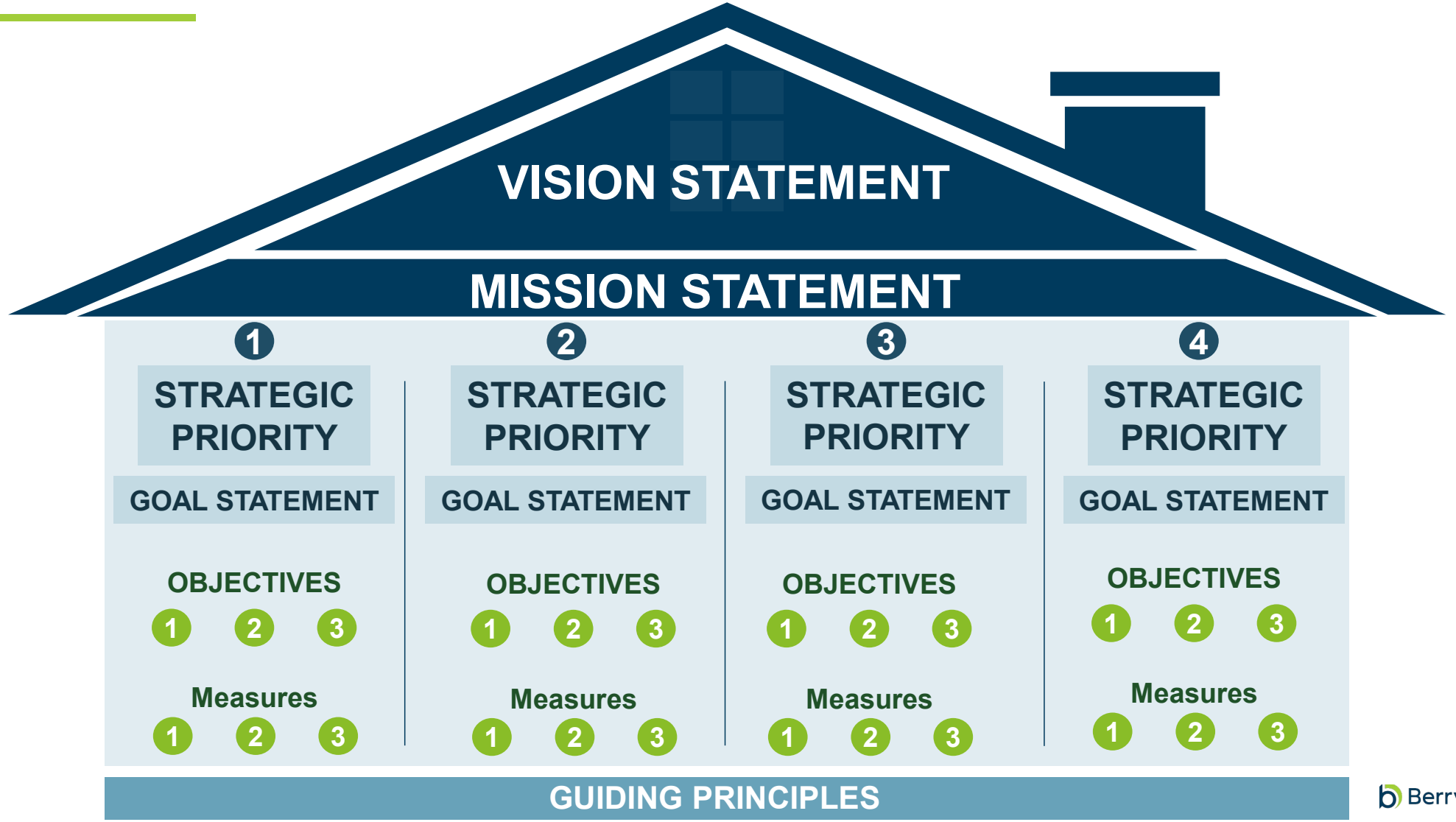
Plan Refinement

- Review mission, vision, core values, strategic priorities, and goals.
- Develop new goals for the next five years
- Review draft plan and adopt the Strategic Plan

- Refine the Board's work and create objectives and performance measures
- Develop an implementation plan

- Provide ideas for the City Board and staff to consider in the refinement of the Strategic Plan
- Participate in community review of initial plan

Elements of a Strategic Plan

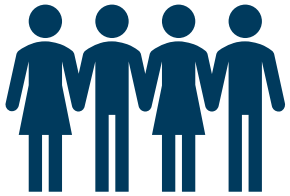


What Sources Inform This Process?

Current Strategic Plan

City and regional demographic and economic data

Existing City data, current strategic plan, comprehensive plan, citizen satisfaction survey, capital improvement plan, and various master plans



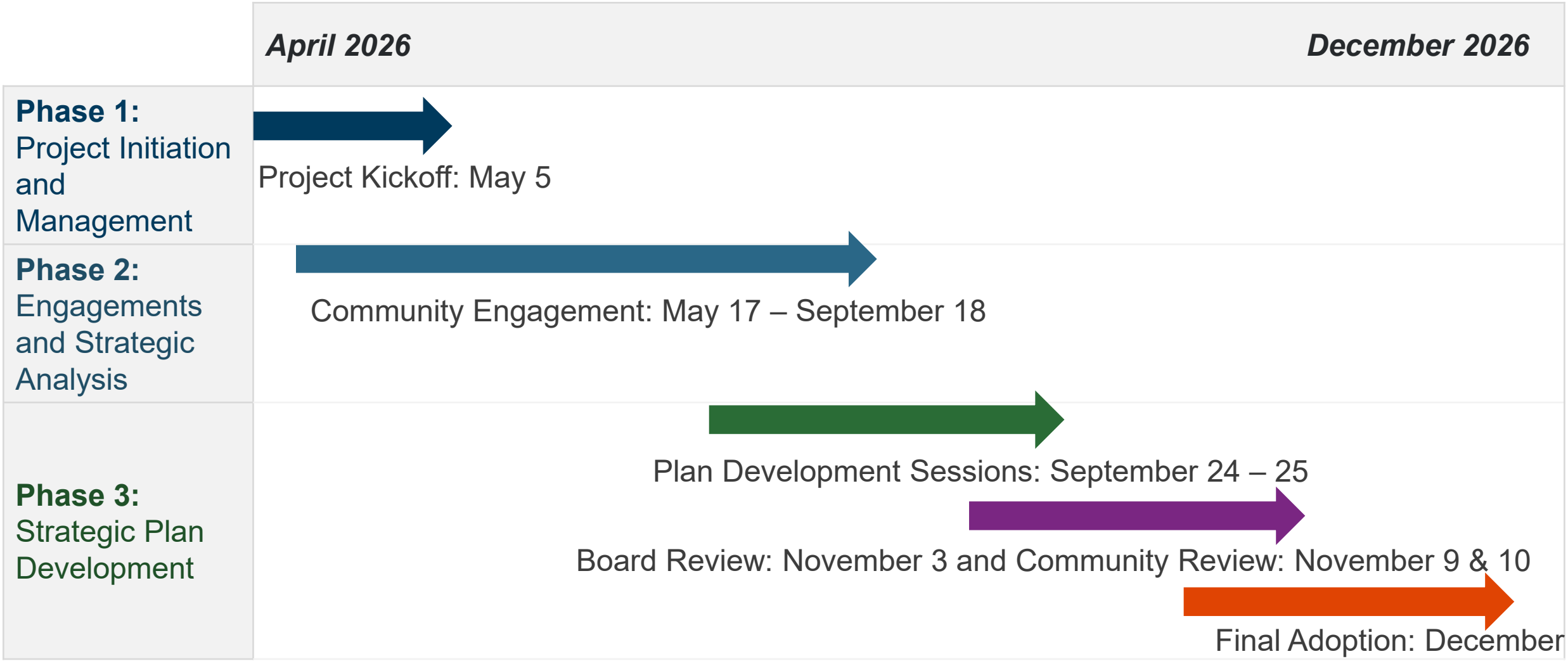
Community and employee input including a survey, individual interviews, group interviews, written responses, and community forums

Social Point strategic planning website including a survey, ideas wall, and forum

City Board and staff refinement sessions

Timeline and Process

Anticipated Timeline



Stakeholder Engagement

Who Has Participated In This Process

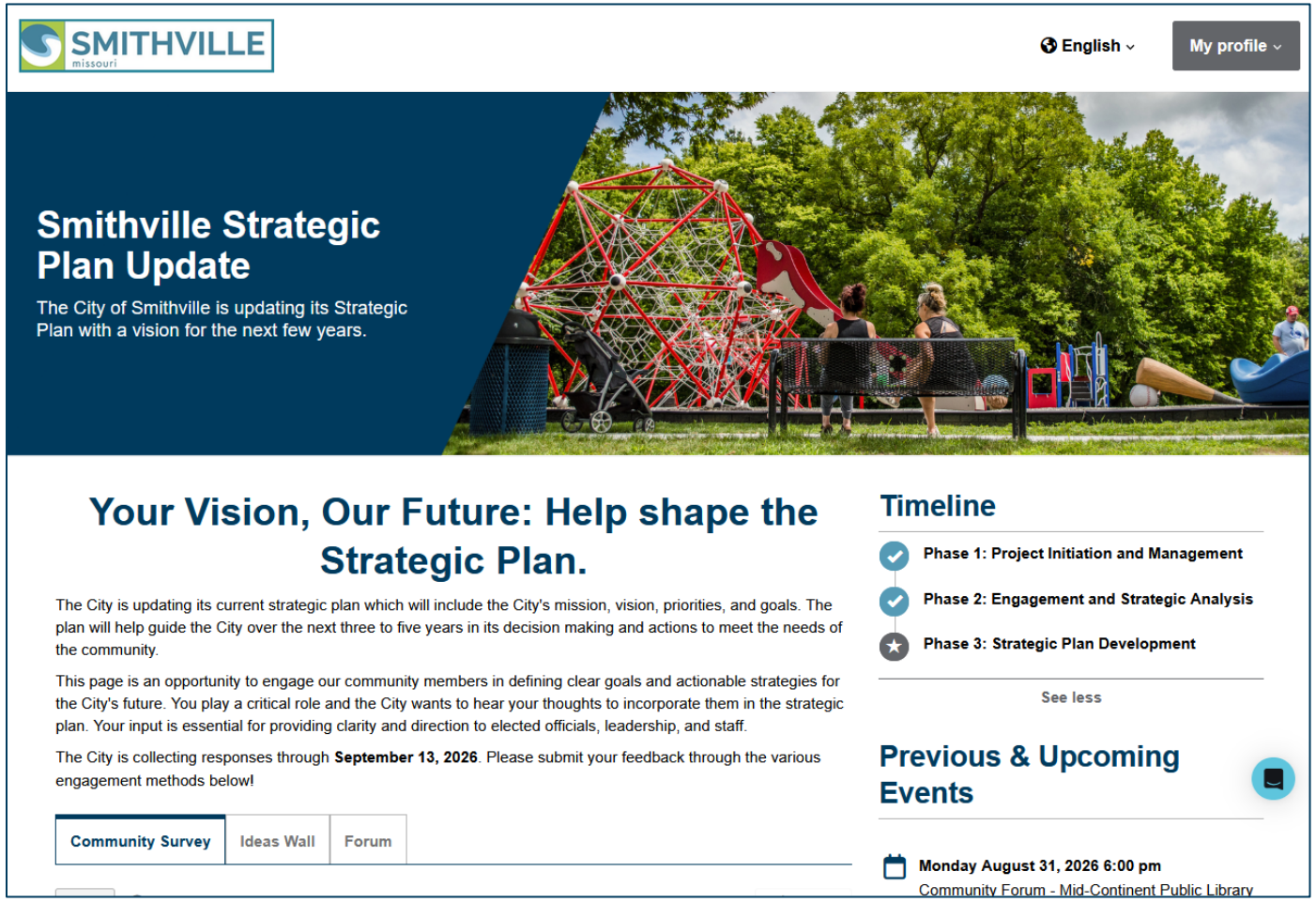
- City Board of Aldermen, leadership, and staff
- City advisory boards and commissions
- Community members (residents, businesses, visitors, youth)
- Leadership from other taxing bodies
- Non-profit and community organizations

Outreach for Plan Development

- Shared during the Chamber Luncheon - including handouts, paper surveys, and the presentation
- Published in The Ville magazine
- Published in the Courier Tribune Newspaper
- Highlighted in two Citizen Newsletters
- Utility Bill Insert featuring only information on the Strategic Plan
- Shared weekly in the Smithville Area Chamber of Commerce's Weekly Scoop on the Chamber's website and social media
- Shared weekly in the City's Weekly Newsflash on social media and City website
- 13 individual social media posts (in addition to the weekly newsflash)
- Listed in all City Administrator Reports for the Board of Aldermen Meetings
- Brochures in City Hall lobby, back of City Hall, and in Board Room
- Brochures at Parks & Rec Booth at Farmers Market Event
- Information at the Touch-A-Truck Event / sticky note activity

Source: 2026 Smithville Strategic Planning Project

Engagement: Social Point Site



Statistics:

- Views: 1,758
- Visits: 1,524
- Visitors: 1,133
- Contributions: 296
  - Survey: 262
  - Idea wall: 29
  - Forum: 5
- Contributors: 257

Source: 2026 BerryDunn Social Point Site (Initial Survey)

Other Engagement

Interviews:

- 14 one-on-one interviews with internal stakeholders
- 6 external focus groups with a total of 14 attendees and 8 written responses
- 4 employee group interviews with a total of 32 attendees

Source: 2026 Smithville Strategic Planning Project

Other Engagement (Cont'd)

Community forums (85+ attendees):

- Mid-Continent Public Library
- Smithville Activity Center x2
- Smithville High School

Surveys:

- Employee: 40 responses
- Youth: 59 responses

Source: 2026 Smithville Strategic Planning Project

Summary of Data and Top Areas of Focus

Manage growth, maintain hometown feel, preserve community character

Maintain and upgrade infrastructure, add equipment, increase operational space

Attract new small, local businesses, increase number of visitors to the City, spur job creation

Increase information, engagement, and partnerships with local entities

Need greater variety and quantity of attainable housing for all ages and life stages

Residents want community amenities, and additional activities in town

Employees enjoy and are proud of the work but seek greater compensation, recognition, involvement

Feeling of increased costs with decreased funding which could mean adapting to constraints

Strategic Plan Review

Plan Development Sessions

Board of Aldermen

- Develop Mission, Vision, Guiding Principles, Expected Outcomes
- Update Strategic Priorities
- Develop Strategic Plan Progress Reporting

City Leadership and Staff

- Revise Mission, Vision, and Guiding Principles, and Strategic Priorities
- Develop Goals Statements, Objectives, and Performance Measures
- Develop Reporting Process for Updating and Evaluations
- Refine all work

Questions for the Initial Plan Review

1. What is missing
2. What are the gaps?
3. What words or phrases would you change?

Review Mission Statement

We will serve the public by providing consistent and reliable services to meet Smithville's needs today while planning for a prosperous future.

Review Vision Statement

Current: Smithville builds its future by embracing growth, encouraging commerce and enhancing its natural surroundings.

The City of Smithville preserves its hometown pride by balancing growth and creating a vibrant community where people connect, participate, and enjoy a high quality of life.

Review Guiding Principals / Values

- **Public Service** – We serve the community with enthusiasm and purpose, providing responsive, solution-oriented assistance for the greater good of the City.
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- **Respect** – We treat everyone with dignity and professionalism.

Developing Strategic Priorities and Goals

What are Strategic Priorities?

- Areas where focus where the City puts resources and energy to achieve the vision

What are Goal Statements?

- Long–term, broad, continuous statements that define how you will make progress towards your vision within each of the strategic priorities

Review Strategic Priorities

Balanced Development

Enhance Public Places and Infrastructure

Organizational Readiness

Embrace Hometown Feel

Balanced Development

- **Goal:** We cultivate diversity in business and housing options to create a vibrant local economy, which embodies Smithville's sense of place.
- **Objectives:**
  1. Implement the comprehensive plan to support diverse housing types for all stages of life.
  2. Develop an online webpage to improve access to current and future development information using Geographic Information Systems (GIS).
  3. Support and retain businesses to expand economic and employment opportunities.
  4. Advance adopted established plans and community-informed priorities through consistent follow-through, responsible investment, and transparent communication.
  5. Continue reviewing codes to improve efficiency, support economic development, and remove barriers.

Balanced Development (Cont'd)

- **Objectives:**
  6. Require applicants to complete an economic impact analysis to assist with governing body in decision-making and community understanding.
  7. Pursue partnership with healthcare providers to encourage planning for timely access to prompt care and emergency services.
  8. Celebrate the community's agricultural heritage while fostering a strong, sustainable local economy.

Enhance Public Places and Infrastructure

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  3. Optimize and expand facilities capacity to meet evolving community needs, maintain compliance with regulatory requirements, and support long-term service delivery.
  4. Leverage diverse funding sources to invest in and complete infrastructure projects.
  5. Collaborate with transportation partners to address traffic concerns and support future growth.

Organizational Readiness

- **Goal:** We are a city that attracts and retains dedicated professionals committed to responding to the needs of the community today and in the future.
- **Objectives:**
  1. Expand efforts to attract and retain high-performing workforce to meet the current and future needs of the community.
  2. Invest in employee compensation and benefits to strengthen satisfaction and retention.
  3. Invest in employee training and educational support to support employee development to best serve our community.
  4. Strengthen employee and organizational safety through proactive risk management, training, and continuous improvement.

Organizational Readiness (Cont'd)

- **Objectives:**
  5. Balance professional responsibilities and personal commitments to sustain organization success.
  6. Invest in our values-driven organization by promoting communication, engagement, and understanding.
  7. Embrace a culture of recognition to celebrate achievements and organizational success.
  8. Enhance records management practices to promote transparency, accessibility, compliance, and effective City operations.
  9. Advance responsible financial stewardship and transparency to sustain the City's long-term financial health.
  10. Enhance organizational technology and equipment to improve efficiency and support growth.

Embrace Hometown Feel

- **Goal:** Preserve Smithville's unique community character by promoting safety and trust, encouraging community engagement, and offering recreational opportunities for all.
- **Objectives:**
  1. Strengthen civic engagement, communication, and transparency to build trust and increase community understanding of municipal government.
  2. Strengthen community partnerships to expand collaboration, cultural opportunities, and community engagement.
  3. Celebrate community events, accomplishments and Smithville's story to strengthen identity, hometown pride, and belonging.
  4. Enhance distributed recreational opportunities that bring people together, support healthy lifestyles, and foster a strong sense of community belonging.

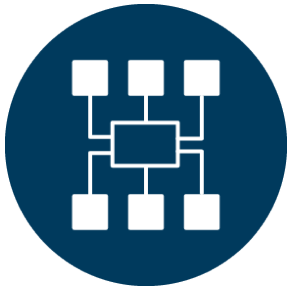
Embrace Hometown Feel (Cont'd)

- **Objectives:**
  6. Maintain safe neighborhoods, schools, and public spaces through proactive poling, crime prevention, and community partnerships.
  7. Strengthen downtown as a welcoming and vibrant destination to promote community connection, engagement, and hometown pride for all ages.

Next Steps

Community Review and Survey

Communicate with Smithville residents the review of the initial plan to confirm that voices are heard.



Final Strategic Plan Adopt

Make final updates and add design elements to the plan. Present to Board of Aldermen for adoption.

Implementation Action Plan

Create a template implementation action plan. Review and finalize with City leadership and staff for rollout.

https://engageberrydunn.mysocialpinpoint.com/smithville-mo-strategic-plan

Thank you

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SMITHVILLE missouri **STAFF REPORT**

Date:	11/03/2026
Prepared By:	Trevor Ballard, Captain
Subject:	SRO Discussion

The School Resource Officer (SRO) program in Smithville has been operational for more than 20 years. During most of that time, the Smithville Police Department has supplied one or two dedicated SROs to the Smithville School District. In 2024, low staffing levels within the Police Department forced the SROs to be removed from the schools for several months to augment daily police functions within the city. Early in 2025, Police Department staffing levels had increased enough to place one SRO back into the schools. At the end of the 2025-2026 school year, the memorandum of understanding (MOU) was due for renewal by the city and the school district. In reviewing the content of the existing MOU and examining the SRO program's effectiveness, several deficiencies were identified. The most notable of these deficiencies was the lack of robust oversight of the SRO program within the department and the fact that the SRO was being stationed at the middle school almost exclusively and did not have a noticeable presence in the other schools within the district. The SRO's ability to present important and topical content within group or individual classroom settings had also been greatly reduced over time.

At the June 16, 2026, Board retreat, staff presented a summary of the School Resource Officer (SRO) program as part of budget discussions and in preparation for negotiating a new memorandum of understanding (MOU) with the Smithville School District for the coming school year. The report outlined the SRO's role, core duties, daily activities, and program history; compared Smithville's program with other programs in the area; and described the district's School Protection Officer program.

During the retreat and a previous work session, Board members raised concerns about the program and its effectiveness, including the time the SRO spends in each school building, office accommodations, classes or programs taught by the SRO, participation in threat assessment meetings, and regular meetings between police department leadership and school administration.

Following the retreat, City staff met with school district officials to communicate the Board's concerns and work collaboratively to address them. With assistance from the City's legal counsel, staff have developed an updated MOU addressing those concerns. City staff then met with school officials to review the proposed agreement and discuss minor revisions. That meeting resulted in a mutually acceptable draft intended to guide the SRO program moving forward. The current revision leaves the term of the

agreement blank. Staff is seeking Board direction on the desired duration of this revised MOU.

Once the new MOU has been finalized, the district and police department will develop a schedule where one day every week, the SRO will be present in another school within the district for the entire school day. On the day that the SRO is present in another school, the SPO at that school will cover security at the middle school. Therefore, by the end of each month, the SRO will have been present for at least one day in each of the school buildings within the district and the middle school will not be left without an armed security presence. District and city officials have also agreed that "classroom presence," will not be limited to the SRO presenting information to one classroom specifically, but can include group presentations to multiple classes and grades at a time and may be as simple as the SRO going into early elementary classrooms to talk with students or read to the students for a few minutes. It was also agreed that these presentations could be timed to coincide with the days prior to major school breaks and after MAP and EOC testing in the spring which will allow teachers to maximize their instructional time.

At the outset of the 2026 school year in August, the district and the city were made aware that the current SRO would be on leave for the remainder of 2026. With that fact in mind, another officer was chosen to be the substitute SRO during this absence. Both officers were included in the MOU planning and were given new parameters for the start of the school year which would include a monthly activity reporting component that will allow for a statistical analysis of the SRO program based on quantitative activities.

The school year started with new goals and concepts in mind, and these ideas have been embraced and set a foundation that the substitute SRO has built upon. These two officers and their colleagues in the school district, most notably Dr. Collins, have been solely responsible for the vast improvement of the SRO program that has been realized in just the first two and a half months of the 2026-2027 school year.

The attached report provides an overview of the first two months, including increased line of communication between the school and the SRO, which has translated into 100 percent increase in police reports taken by the SRO in the first two and a half months alone. To put that in perspective, the SRO has doubled the number of reports in two months that have been taken in the last two years by the SRO. This is due in no small part to school officials and the SRO communicating much more efficiently. The number of individual activities and contacts conducted by the SRO have also increased year over year.

Another important aspect that has been addressed is the addition of a second Captain within the command structure of the police department. Following the retirement of

long-time Captain, Tony Roetman, Police Sergeant Trevor Ballard was selected to fill the vacant Captain position, and he took over the duties of Captain in August of 2026. Since August, Captain Ballard has assisted the city in the development of the new MOU with the school district and was the direct supervisor over the SRO unit. In early October 2026, Brandon Ray, formerly of the Richmond Missouri Police Department, was hired as the second Police Captain and has since taken over the direct supervision of the SRO program. The addition of Captain Ray to the police command staff has set a structure for a much more manageable span of control between personnel within the police department and has allowed for a much more active and direct line of supervision for the SRO program. Captain Ray has shown his eagerness and commitment to furthering the relationship between the city and the school district and will be an integral part of the successful reimage of the SRO program. Captain Ray will personally be meeting with district officials on a regular basis and will be analyzing the monthly statistical data to identify trends and any specific areas that need adjustment. Furthermore, city officials will be attending a year end meeting with district officials to review the progress and performance of the SRO program. This year's end meeting will be the underpinning to any changes or refinements that will be put in place for the following school year.

A shared realization of the public value created by the SRO program has led district and city officials to identify deficiencies within the program and define organizational imperatives. With these guardrails in place, city and district officials have mutually drafted a new MOU that sets a framework to allow for the development of policies and procedures that will shape the SRO program moving forward. An agreement between district and city officials on how specific needs will be met has been agreed upon and will be implemented shortly after the new MOU is ratified. A much-improved line of communication between the school and the city has already yielded positive results that have been realized by increased reporting and increased SRO activities. The addition of a second police captain has put in place a mechanism for more mindful supervision of the SRO program and a conduit for timely and dynamic adjustments to policies and procedures based on the framework outline in the new MOU. The dedication of Dr. Collins and police staff has been paramount to the early success that has been seen in the first two and a half months of the 2026-2027 school year. The SRO program is now well on its way to becoming the valuable program that the citizens and students of Smithville deserve.

SRO End of Month Summary

September 2026

Documented activities

- 288 logged activities
- 4 reports taken
- 1 citation issued for a school bus stop signal violation
- Visited each school in the district at least twice
- 9/11 presentation at horizon elementary school
- Prior to school starting completed staff active shooter training at each building

Summary

This month was the first full month of School allowing time for lots of student interactions at each building. Between Officer Buchheit and Officer Bayless over 288 logged activities were completed. A majority of these were self-initiated activities.

Officers were asked to come present on a topic of public safety for 3rd graders at Horizon Elementary school who were learning about public safety professional's role following the September 11th attacks. Another presentation will be set up in the future with these same classes as part of a book discussion where a character is a police officer and his role within the story.

Officers visited Horizon twice, Eagle heights three times, Maple twice, and the high school six times. Officers will continue to make time to visit each school and interact with students across the district.

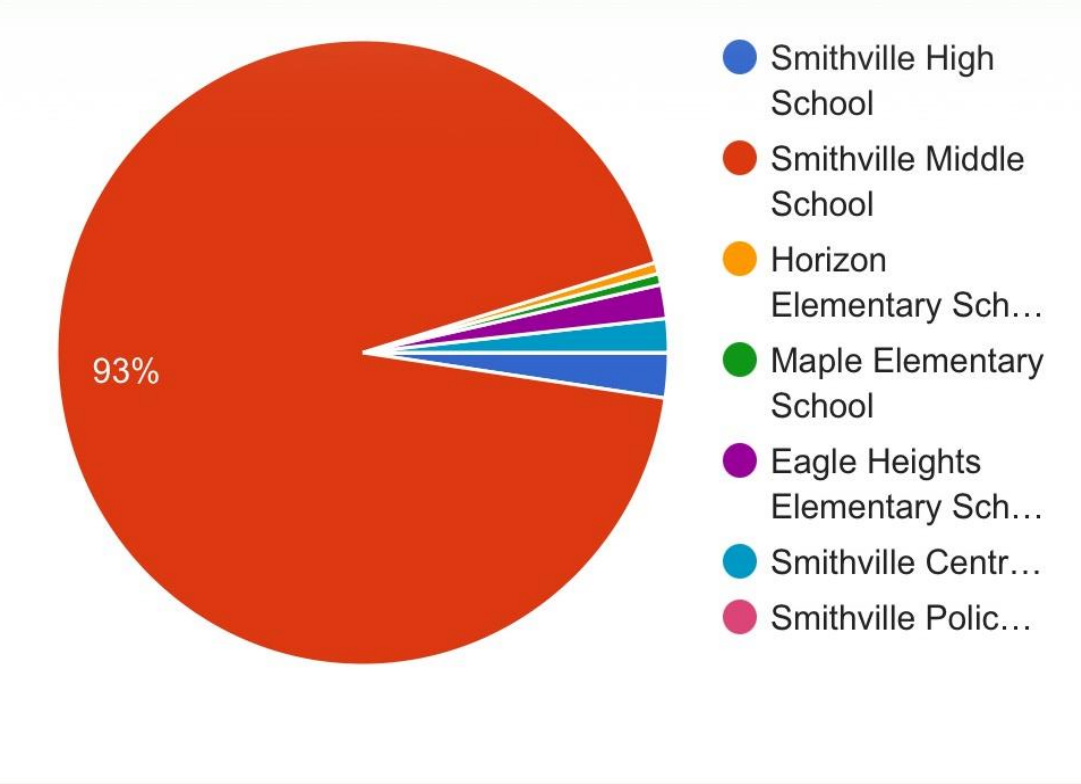
A Hit and run report was taken by Officer Bayless as a feedback sign was hit by Eagle Heights Elementary. Officer Buchheit reported that a vehicle failed to stop for a school bus stop sign and was able to identify the driver and issue a citation. Officers will continue to take reports and investigate bus stop sign violations.

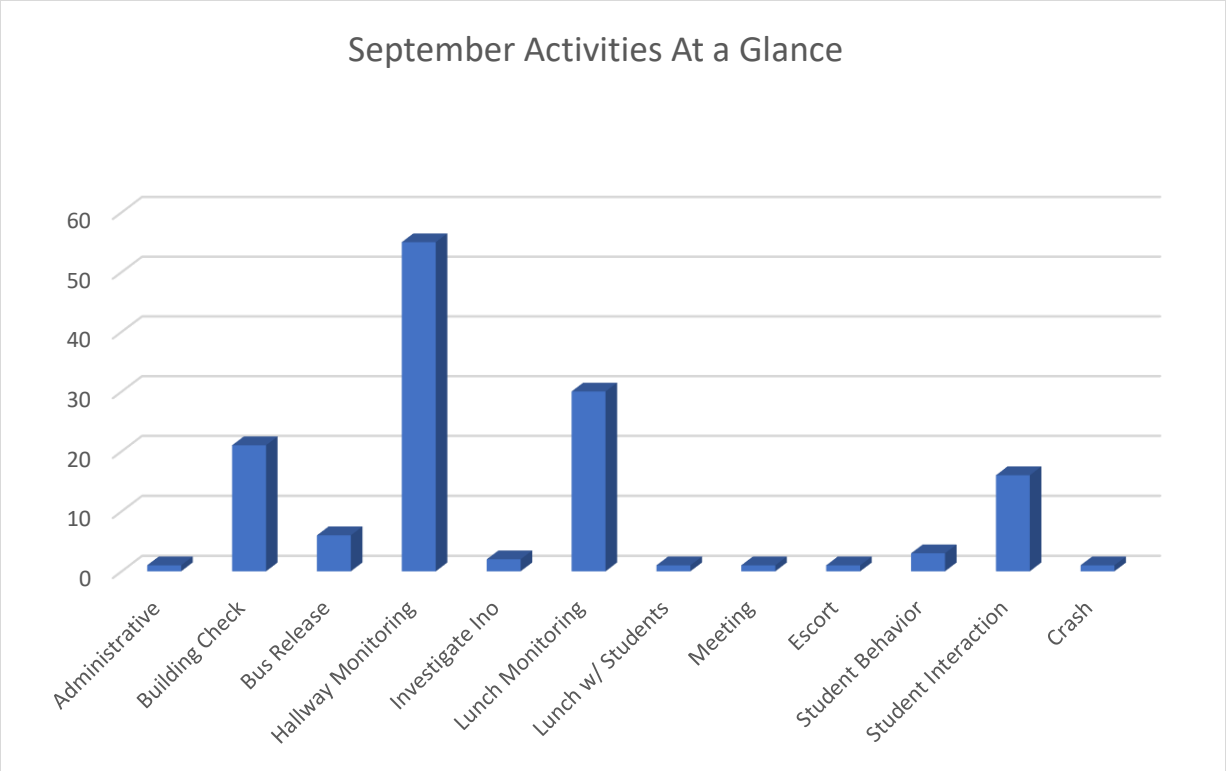
Met with district Director of Security to plan homecoming parade.

Goals for October

- Two classroom presentations
- Visit each school three times
- Lead and participate in homecoming parade/homecoming game

Activities and Calls by location





Administrative	1
Building Check	21
Bus Release	6
Hallway Monitoring	55
Investigate Ino	2
Lunch Monitoring	30
Lunch w/ Students	1
Meeting	1
Escort	1
Student Behavior	3
Student Interaction	16
Crash	1

MEMORANDUM OF UNDERSTANDING
&
COOPERATIVE AGREEMENT
SCHOOL RESOURCE OFFICER
AGREEMENT

This Agreement is entered into this _____ day of _____(month), _____ (the "Effective Date") by and between the SMITHVILLE R-II SCHOOL DISTRICT, a political subdivision and state accredited public school district of the State of Missouri (hereinafter the "District") and the City of Smithville, Missouri, a political subdivision of the State of Missouri, (hereinafter the "City") as follows:

WITNESSETH:

WHEREAS, the City, by and through its Police Department, agrees to provide the School District one or more Smithville Police Department officers (hereinafter "Officer(s)" or "SRO(s)") to serve in the School Resource Officer (SRO) Program in one or more of the District's schools; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in and for the District; and

WHEREAS, the District shall act by its Superintendent or his/her designee and the City shall act by its City Administrator or his/her designee, except that this Agreement shall be executed on behalf of the District by the President of its Board of Education and on behalf of the City by the Mayor; and

WHEREAS, this Agreement is entered into pursuant to the authority of Section 70.220, RSMo; and

NOW THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the District and the City agree as follows:

1. **Cost of the SRO Program.**
    A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Except as otherwise expressly provided in Exhibit A, the District shall reimburse the City for the full cost of each SRO assigned to the District under this Agreement.
    B. The City shall assign one (1) SRO to the District, as staffing allows. The number of SROs may be changed by written agreement of the City Administrator and the Superintendent, after consultation with the Chief of Police, with any change to take effect at the start of a semester unless the parties agree otherwise. If an

SRO position becomes vacant, the City shall make good-faith efforts to fill it as soon as reasonably possible, and the District shall not be billed for any period during which an SRO position is unfilled and no substitute officer is provided.

2. Employment of School Resource Officers

A. The SROs shall be employee(s) of the Smithville Police Department (hereinafter "the Police Department") and shall be subject to the administration, supervision, and control of the Police Department.

B. The SROs shall be subject to all personnel policies and practices of the Police Department except for such policies or practices that may be modified by the terms and conditions of this agreement.

C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

D. The Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police, who shall assign such officers. If the District is dissatisfied with an SRO who has been assigned, then the District may request that the Chief of Police assign a different officer as the SRO. The SRO shall be assigned to the District's schools as needed. Any such request shall be made in the manner provided in the Section of this Agreement entitled "SRO Program and SRO Assessment."

E. The City and the Police Department shall be responsible for ensuring that the SRO complies with all training required by the State of Missouri to maintain current POST (peace officer standards training) certification. The City and the Police Department shall also be responsible for ensuring that the SRO is provided with standard training for duty as an SRO. Training shall be scheduled by the Police Department upon coordination with the District. The Police Department shall make its best efforts to ensure that officer training is not scheduled for a period of high demand for SRO services.

3. Duty Hours.

A. SRO duty hours shall be scheduled by the Chief of Police or designee in coordination with the District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall be forty (40) hours per work week during those days and hours the District's schools are in regular session. The District shall not schedule or request SRO services in excess of forty (40) hours in a work week without the prior approval of the Chief of Police or designee. Overtime incurred at the request of the District shall be reimbursed by the District as provided in

Exhibit A; overtime incurred at the direction of the Police Department for non-District purposes shall be paid by the City.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this agreement.

C. The District acknowledges that there may be circumstances where the City, at its sole discretion, will need to deploy and assign the SRO to other duties. The City shall notify the District as soon as practicable whenever an SRO is reassigned to other duties.

D. If one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the City shall be reduced by the number of hours of SRO services not provided to the District or the hours shall be made up in a manner determined by the mutual agreement of the parties. The SRO shall be responsible for tracking their time usage and report it to both the Police Department and the District every two weeks.

E. In the event that an SRO must be absent from duty, the SRO shall notify their supervisor in the Police Department and the District. The Police Department will assign another SRO-qualified officer, if available, to substitute for the SRO who is absent. If another SRO-qualified officer is not available, the Police Department shall notify the District. The City does not guarantee that a substitute officer will be available, and the District shall not be billed for hours during which no SRO or substitute officer is on duty for the District.

F. Extra-Duty Services. The District may request the SRO or other Police Department officers to provide security for athletic events, dances, and other school-sponsored activities outside the SRO's regular duty hours. Such services shall be provided as staffing allows, shall be scheduled through the Police Department, and shall be reimbursed by the District at the extra-duty rate set forth in Exhibit A. Officers providing extra-duty services remain employees of the City acting under the direction and policies of the Police Department.

G. Non-School Days. When the District's schools are not in session (including summer break, holidays, and inclement-weather closures), the SRO shall report to the Police Department for assignment, and the District shall not be billed for such time except for summer school or other District programs for which the District has requested SRO services in writing.

4. **Term of Agreement**

This Agreement shall be for an initial term of xxx(x) school years, commencing on the first day of the 2026-2027 school year and ending on June 30, 20xx. Following the initial term, this Agreement shall automatically renew for successive one (1) year terms, each running from July 1 through June 30 to coincide with the District's fiscal year, unless either party gives the other written notice of non-renewal or of a requested modification at least ninety (90) days before the end of the then-current term. This Agreement may be terminated by either party at any time, with or without cause, upon sixty (60) days' written notice to the other party. Upon any termination or expiration, the District shall pay the City for all services provided through the effective date of termination. This Agreement supersedes the Memorandum of Understanding and Cooperative Agreement between the parties approved by City Resolution No. 1266 on September 5, 2023 (the "2023 Agreement"). The parties acknowledge that SRO services have been provided since the beginning of the 2026-2027 school year, ratify those services, and agree that they shall be reimbursed on the terms set forth in Exhibit A.

Annual Appropriation. The obligations of each party under this Agreement for any fiscal year after the party's current fiscal year are subject to the appropriation of funds for that purpose by the party's governing body. If either party does not appropriate funds for a subsequent fiscal year, it shall give the other party written notice as soon as practicable, and this Agreement shall terminate at the end of the last fiscal year for which funds were appropriated, without penalty or further obligation.

5. **Duties of School Resource Officer**

The SROs' duties will include, but are not limited to, the following:

A. To suggest to the School District methods of improving school security and safety.
B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters that are reported or brought to their attention on all school grounds. If the SRO witnesses a school code violation, then they shall escort the student(s) to the appropriate school administrator for further discipline as deemed necessary by the school officials.

C. To assist in providing a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violation, the SRO will take the student to the school administration for discipline to be issued by school officials.

D. To provide classroom resources for law education using mutually approved materials. To facilitate and present approved programs, topics and or materials to students in an individual classroom or group setting including, but not limited to, student safety, legal topics, drug and alcohol use, crisis intervention, internet safety, and any other topic that has a law enforcement nexus.

E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual law enforcement and crime prevention problems or questions, particularly in the area of substance use and abuse.

G. To make appearances before school groups, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly law enforcement, crime prevention and drug and alcohol abuse.

H. The SRO will be involved in school discipline, but only to the extent that it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm. The SRO will take the student to the school administration for discipline to be issued by school officials.

I. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the school administration, where school discipline is issued.

J. If a situation demands immediate law enforcement action to be taken by the SRO to stabilize, stop or eliminate a dynamic, dangerous situation or law violation, the law enforcement action shall take precedence over any school discipline. If immediate law enforcement action is not required, the SRO will, where practicable, coordinate the timing of any law enforcement action with school administration so that school disciplinary processes are not unnecessarily disrupted; provided, however, that nothing in this Agreement shall be construed to require the SRO to delay, forgo, or condition any law enforcement action or report that is required by law, by Police Department policy, or by the SRO's professional judgment, including any report required by Section 210.115, RSMo.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s), unless requested by a supervisor for a specific reason.

L. The SRO will share information with the School District about persons and conditions that pertain to campus safety concerns or disruptions to the school day or campus environment.

M. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youth and their families. Referrals will be made when necessary.

N. The SRO and the School District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

O. The SRO will coordinate all their activities with the School District and staff members concerned and will seek permission, guidance, and advice prior to proposing any programs within the school.

P. The SRO may be asked by the District to provide community wide crime prevention presentations that include, but are not limited to:
    a. Drugs and the law-adult and juvenile;
    b. Alcohol and the law-adult and juvenile;
    c. Sexual assault prevention;
    d. Safety programs-adult and juvenile;
    e. Assistance in other crime prevention programs as assigned.

Q. The SRO(s) will wear an approved department uniform, or attire approved by the Chief of Police.

R. The SRO will wear their department authorized duty weapons in accordance with department policy.

S. The SRO is expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The officer shall keep the School District informed about their absences and/or activities. If the SRO must be absent from school the Police Department will try to provide a qualified officer as a substitute SRO for the duration of the absence.

T. The SRO is a police officer, and not a schoolteacher, school administrator, school counselor or a school protection officer (SPO). The officers will assist teachers with classroom presentations on relevant topics when requested and able. The SRO shall not be assigned as a school disciplinarian, hall monitor, lunchroom or bus monitor, or in-school-suspension monitor, or to perform duties regularly assigned to District employees, although the SRO is encouraged to be visible in common areas.

6. Duties of the School District

The School District's duties will include but not be limited to, the following:

A. Provide an office, office furnishings, telephone and a computer to the SRO for their use in the school and in privacy as needed at the SRO's assigned "home" building. The "home" building of the SRO shall be assigned by the District in consultation with the Chief of Police, and the SRO will remain at that building unless directed elsewhere by the Police Department, needed elsewhere, or when complying with Section 6.B.

B. Coordinate with the SRO and the Chief of Police or designee to schedule a regular (at least weekly) SRO presence in District buildings other than the assigned home building, during which the SRO will generally be present at the other building for the duration of a school day. The District is solely responsible for the designation, assignment, supervision, training, equipment, and conduct of any school protection officer ("SPO") designated by the District under Section 160.665, RSMo, including any decision to reassign an SPO to the SRO's home building while the SRO is present at another building. The SRO has no supervisory authority over, and the City assumes no responsibility or liability for, any SPO. To the extent permitted by Section 160.665, RSMo, and District policy, the District shall inform the Chief of Police of the identity and assigned building of each SPO so that responding officers can identify armed District personnel.

C. Coordinate with the SRO and the Chief of Police or designee to schedule duty hours in accordance with Section 3.

D. Report to the SRO(s), as soon as reasonably practicable, all witnessed or reported violations of law on District property or at District activities, including all reports required of school officials by Sections 160.261 and 167.117, RSMo. The District's reporting obligation under this paragraph

extends to any conduct that District employees, agents, or officials are required by Missouri law to report to law enforcement, including suspected grooming or enticement of a child in violation of Section 566.151, RSMo, and any offense added to the District's reporting obligations by future amendment of Missouri law, whether or not specifically listed in this Agreement; provided that nothing in this paragraph relieves any person of a separate duty to report to the Children's Division under Section 210.115, RSMo. The parties intend that this Agreement constitute a written agreement regarding reporting procedures under Section 167.117, RSMo, and that reports required by that section (including incidents of assault in the third degree) shall be made to the SRO or, if the SRO is unavailable, to the Police Department.

E. Disciplining students who violate the school code of conduct within district policies and guidelines.
F. Approve of duty hour reports, to the extent the School District does not dispute the time.
G. Pay each monthly invoice submitted by the City for the cost of the SRO(s), as set forth in Exhibit A, within thirty (30) days after receipt of the invoice.
H.

7. Chain of Command

A. As an employee of the Police Department, the SRO will be subject to the chain of command of the Police Department.

B. In the performance of their duties, the SRO shall coordinate and communicate with the School District.

8. Transportation of Students

A. The SRO(s) shall not transport students in Police Department vehicles except:
   1. When the student(s) are victims of a crime, under arrest, or some other exigent circumstances exist; or
   2. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period and the student is disruptive/disorderly and their continued presence on campus is a threat to the safety and welfare of other students and school

personnel. Should the SRO need to transport a student for any reason, then they shall follow all Police Department policies and procedures regulating transport.

B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO(s) shall not transport students in personal vehicles.
C. The SRO(s) shall notify school district personnel upon removing a student from campus or any other district owned properties.

9. Access to Educational Records

A. School officials shall allow the SRO(s) to inspect any public records maintained by the school to the extent allowed by state and federal law.
B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
C. If confidential student information is needed by an SRO, but no emergency exists, the information may be released only as allowed by state and federal law.

D. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and its implementing regulations, with respect to any education records disclosed to them under this Section. Each party shall be responsible for its own compliance with FERPA and with other laws governing the confidentiality of student and juvenile records, including Chapter 211 and Chapter 610, RSMo. Nothing in this Section creates any right of indemnification beyond that set forth in the Section of this Agreement entitled "Legal Contingencies."

10. Student Interviews and Searches

A. When the SRO questions a student as part of a criminal investigation, the SRO shall follow Police Department policy and applicable law, including Section 211.059, RSMo. When the questioning occurs on school grounds or at a school activity, the SRO shall notify school administration before the questioning begins and a school

administrator or other school official designated by the Superintendent shall be present during the questioning, and the SRO shall make reasonable efforts to notify the student's parent or guardian. The foregoing notice and presence requirements shall not apply where (i) exigent circumstances require immediate questioning to protect the safety of any person, (ii) the student is the alleged victim and requests that no school official be present, or (iii) the investigation concerns suspected abuse, neglect, grooming, or other misconduct by a District employee, agent, or official, in which case the SRO shall instead notify the Superintendent (or, if the Superintendent is the subject of the investigation, the President of the Board of Education) as soon as practicable after the questioning.

B. The SRO shall not conduct searches of students, their possessions, vehicles, or lockers at the request of school officials for the purpose of enforcing school rules. School officials may conduct such searches under District policy, and the SRO may be present to preserve safety. Searches conducted by the SRO shall be governed by the constitutional standards applicable to law enforcement officers and by Police Department policy.

C. School officials shall notify the SRO (or, if the SRO is unavailable, the Police Department) in all cases involving weapons or the possession, sale, or distribution of controlled substances at school or school activities, and any weapon, controlled substance, or other evidence of a crime confiscated by school officials shall be turned over to the SRO or the Police Department.

11. Records; Body-Worn Cameras

A. Reports, records, and mobile video recordings created by the SRO in the course of law enforcement duties are records of the City and the Police Department, are maintained in accordance with Police Department policy and Chapter 610, RSMo, and are not education records of the District. Records created or maintained by the District remain records of the District. Each party shall respond to requests for its own records under Chapter 610, RSMo, and shall promptly notify the other party of any request, subpoena, or court order seeking records that relate to the other party, its employees, or students.

B. The SRO shall wear and activate a body-worn camera and use in-car video in accordance with Police Department policy. The parties acknowledge that a school is a "nonpublic location" under Section 610.100.1(8), RSMo, and that mobile video recordings made in a school are subject to Section 610.205, RSMo.

12. Insurance; Workers' Compensation; Equipment

A. Each party shall maintain, for its own employees and operations, liability coverage (through insurance or a self-insurance plan or pool) in amounts not less than the limits set forth in Section 537.610, RSMo, and workers' compensation coverage as required by Chapter 287, RSMo. The City's coverage applies to the SRO; the District's coverage applies to District employees, including any SPO. Neither party shall be required to name the other as an additional insured.
B. Except as otherwise provided in Exhibit A, the City shall furnish the SRO's vehicle, uniform, duty weapon, radio, body armor, and other police equipment at the City's expense, and such items shall remain the property of the City.

13. SRO Program and SRO Assessment

A. The SRO(s), School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO Program for the respective school year. All participants in the SRO program will then meet at the end of the school year to evaluate the performance of the SRO program for that school year. An assessment mechanism will be developed jointly, to determine the effectiveness of the SRO program.
B. The Chief of Police or designee shall attempt to meet with district officials on a monthly basis but not less than a quarterly basis to discuss the SRO program and address any issues that have arisen since the previous meeting.
C. The SRO(s) shall track all daily activities and interactions, including presentations and classroom time, and prepare a monthly summary of those activities that will be shared with the District Administration and the Police Department Administration.
D. The SRO(s)' effectiveness in the program will be evaluated at the end of each school year. The School District will provide input into the evaluation. This may include a recommendation to the Chief of Police that the officer not be assigned to that SRO position the following year. The Chief will seriously consider the evaluation and the input of the School District Superintendent when assigning an officer to the SRO program and will make a good faith effort to address any concerns raised. The decision on which officer will be assigned as an SRO will rest with the Chief of Police; however, no officer shall be assigned as an SRO if the district specifically requests that designated officer not be assigned as the District SRO. Any District request that a specific officer not be assigned or continue as an SRO shall be made in writing to the Chief of Police by the Superintendent, shall state the reasons for the request, and

shall not be based on any characteristic protected by federal or state law. Decisions regarding the officer's employment, discipline, compensation, and other assignments remain within the sole authority of the City.

14. Employment Status of the SRO

A. The SRO(s) shall remain an employee of the City of Smithville, Missouri and shall not be an employee of the district.

15. Miscellaneous

A. **Governing law**: This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and condition must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive any objections to venue.
B. **Compliance with Laws:** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this agreement and each and every action to be taken hereunder.
C. **Waiver:** Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.
D. **Rights and Remedies Cumulative and Not Exclusive:** All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.
E. **Headings: Construction of Contract:** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which uses, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neutral, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provision of this Agreement shall control.

F. **Merger:** This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter, including the 2023 Agreement.

G. **Modification:** Unless otherwise stated in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written amendments signed by the parties. No act, conversation or communication with any officer, agent or employee of either party before or after the execution of this Agreement shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

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

I. **Binding Effect:** This Agreement shall be binding upon the approval of both parties, and their successors in interest.

J. **Representations and Warranties:** The Parties each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

K. **Conditions Precedent:** This Agreement shall not be in effect unless and until the parties have valid ordinances or Board approvals in effect authorizing the entry into this Cooperative Agreement and it has been executed by all parties.

L. **Legal Contingencies:** It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no rights to any other party. Without waiving any sovereign immunity, governmental immunity, or official immunity, each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents arising out of or in connection with this Agreement, to the extent provided by Missouri law and subject to the limitations of Sections 537.600 to 537.610, RSMo. Neither party shall be responsible for the acts or omissions of the other party or of the other party's officers, employees, or agents. Nothing in this Agreement shall be construed as an agreement by either party to indemnify or defend the other party, or as creating any debt or contingent obligation of either party in violation of Article VI, Section 26 of the Missouri Constitution.

M. **No Waiver of Immunity:** Nothing in this Agreement waives any governmental immunity, including sovereign immunity or official immunity, available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

N. **Notices:** Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, when deposited in the United States mail, certified, return receipt requested, postage prepaid, or when sent by email with confirmation of receipt, addressed to: City of Smithville, Attn: City Administrator, [107 W. Main Street], Smithville, Missouri 64089, with a copy to the Chief of Police; and Smithville R-II School District, Attn: Superintendent, [address]. Either party may change its notice address by written notice to the other.

O. **Assignment:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any attempted assignment without such consent shall be void.

P. **Counterparts; Electronic Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures delivered by facsimile or electronic means shall be effective as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____

Damien Boley, Mayor, City of Smithville, Missouri

Date: _____

ATTEST: _____

City Clerk

By: _____

President, Board of Education

Date: _____

By: _____

ATTEST: Secretary, Board of Education

Date: _____

Exhibit A

The District shall reimburse the City for necessary training required of the SRO, specifically, the Missouri Police Chief's Association Basic and Advanced School Resource Officer Training, the Missouri Police Chief's Association annual SRO training conference, and such other SRO-specific training as the District approves in advance, including tuition, travel, lodging, and the SRO's compensation for training hours.

The District shall reimburse the City for the SRO(s)' compensation, on an actual-cost basis, for all hours worked for the District under this Agreement (including court time under Section 3.B, approved training time, and overtime and extra-duty services requested by the District), to be billed by the City monthly in arrears. The SRO(s)' compensation shall be calculated as follows:

1. Employee's hourly rate of pay.
2. Employer paid portion of employee health, dental, and vision insurance benefits (prorated as an hourly rate).
3. Employer paid portion of retirement benefits (prorated as an hourly rate).
4. Employer paid portion of FICA (Social Security and Medicare) taxes (prorated as an hourly rate).
5. Employer paid workers' compensation premium attributable to the SRO (prorated as an hourly rate).
6. Overtime hours worked at the request of the District, at one and one-half (1.5) times the SRO's regular hourly rate of pay (plus the items in paragraphs 2 through 5 above, to the extent they are incurred on overtime hours).
7. Extra-duty services under Section 3.F, at $_____ per hour per officer [and $_____ per hour per supervisor], which rate may be adjusted by the City upon sixty (60) days' written notice to the District to reflect changes in the City's extra-duty pay rates.

The City shall invoice the District monthly, in arrears, for the actual costs incurred under this Agreement, with an itemization of hours by SRO and category. Payment is due within thirty (30) days after the District's receipt of the invoice. At the beginning of each school year, and upon any change in the City's pay plan or benefit costs, the City shall provide the District with the then-current hourly billing rate for each SRO. Number of SROs assigned for the 2026-2027 school year: one (1); the District shall reimburse the City for one hundred percent (100%) of the cost of each SRO assigned, unless the parties agree otherwise in writing.