

IN THE CIRCUIT COURT OF CASS COUNTY

CITIZENS FOR TRANSPARENCY	)	
AND ACCOUNTABILITY,	)	
	)	
Plaintiff	)	
	)	
v.	)	No. 22CA-CC00219
	)	
WESTERN CASS FIRE	)	
PROTECTION DISTRICT, et al.,	)	
	)	
Defendants.	)	

**SECOND AMENDED PETITION<sup>1</sup>**

Plaintiffs file suit seeking relief on behalf of the members of Citizens for Transparency and Accountability and two individual plaintiffs, both members of the Citizens and directors of the Western Cass Fire Protection District (“District” herein), on their behalf and on behalf of other residents, taxpayers, and property owners in the District, from the actions of the District and certain District Directors and officers.

1. Plaintiffs have observed that the management of the District is not operating in accordance with law, District policy, and the interests of the property owners, taxpayers, and residents of the District.

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<sup>1</sup> Plaintiff Citizens for Transparency and Accountability previously filed a motion for leave to file an amended petition, to which it attached a proposed First Amended Petition. That motion was never acted upon, so the First Amended Petition was not filed. We label this the Second Amended Petition to distinguish it from the unfiled amended petition.

2. Plaintiffs file this suit seeking:
  - a. Enforcement of and relief under the Missouri Sunshine Law, Chapter 601, RSMo., and related public records laws;
  - b. An injunction requiring that the District treat directors equally in terms of access to all records and information including but not limited to bank accounts, financial and vendor records, district website and all administrative and operational records.
  - c. A preliminary injunction or restraining order to:
    - i. halt closing, opening or changing bank accounts, credit cards, purchasing cards, merchant accounts, vendor accounts, and changing of vendors;
    - ii. bar the modification or deletion of District records, including emails; and
    - iii. bar the District from acting on subjects discussed in and pursuant to motions adopted at meetings in violation of the Missouri Sunshine Law.
  - d. Removal of certain Directors of District for good cause pursuant to § 321.190, RSMo.;
  - e. An injunction regulating the operations of the District;

- f. Appointment of a special master or receiver to operate the Western Cass Fire Protection District; and
- g. A declaratory judgment as to the number and terms of Board directors.

### **PARTIES**

3. Plaintiff Citizens for Transparency and Accountability is an unincorporated association of persons who are residents of and registered voters in the Western Cass Fire Protection District. Plaintiffs Kerri VanMeveren and Darvin Schildknecht are members of Citizens for Transparency and Accountability, elected members of the Board of Directors of the Western Cass Fire Protection District, and residents of and owners of property within the District.

4. Defendant Western Cass Fire Protection District is a political subdivision of the State of Missouri, and a fire protection district organized and required to operate pursuant to Chapters 321 and 610, RSMo.

5. Defendant Board of Directors of the Western Cass Fire Protection District is the Board created pursuant to Chapter 321, RSMo., to manage the Western Cass Fire Protection District. The Board is a public governmental body as defined in § 610.010(4). The Board consists of five members, though as noted below there is no record establishing that the voters of the District authorized the enlargement of the Board from three to five members.

6. Defendant Unnamed 3-Person Litigation Subcommittee of the Board of Directors of the Western Cass Fire Protection District is a committee created by the Board of Directors on August 3, 2022, and consisting of John Webb, Martha Hardman, and Suzanne Hosterman, The Subcommittee is a public governmental body as defined in § 610.010(4).

7. Defendants John Webb, Suzanne Hosterman, and Martha Hardman are elected Directors of the Western Cass Fire Protection District and members of the Board of Directors. They are sued in their official capacity.

8. Defendant Christopher Johnson is the secretary to the Board of Directors of the Western Cass Fire Protection District, appointed by the Board of Directors and designated by the Board as Custodian of Records. He is sued in his official capacity.

## **FACTS**

9. The Western Cass Fire Protection District is a rural fire protection district, organized pursuant to Chapter 321, RSMo., that operates as a volunteer fire department.

10. The District has not had any fully qualified firefighters responding to calls since at least April 13, 2022. There are currently no fully qualified firefighters able to respond to calls.

11. The District lacks backup, because the agreements that the District had with the Dolan-West Dolan Fire District and City of Belton Fire Department for mutual aid have expired.

12. The District is managed and controlled by a Board of Directors consisting of five elected members.

13. Two members of the Board, John Webb and Martha Hardman, were elected on April 6, 2022, without a vote pursuant to § 115.124, RSMo., Webb for a five-year term, and Hardman for a one-year term.

14. On April 6, 2022, John Webb was elected by the District's Board of Directors as Chair and President of the District pursuant to § 321.170, and Martha Hardman was elected Vice Chair.

15. On March 23, 2022, Christopher Johnson, not a member of the Board, was elected Secretary of the Board and of the District, pursuant to § 321.170.

16. In the short time since the Chair and Vice Chair were elected, there has been an intentional pattern of behavior to circumvent and usurp the power of the District's Board of Directors as a whole and of particular members of the Board through deception, abuse of power, and the threatening, harassment, and intimidation of Directors Schildknecht and VanMeveren to prevent those Directors from being able to properly serve the people of the District.

17. There has also been a pattern of knowingly and purposefully ignoring and trying to circumvent the requirements of the Missouri Sunshine Law, chapter 610, RSMo. This is despite the Chair, Vice Chair, and the Secretary having taken the mandatory board training on April 9, 2022 as required by § 321.162, RSMo. and the Secretary, as the appointed Custodian of Records taking Sunshine Law training from the Office of the Attorney General.

18. There has been an effort to steer a District contract to Ms. Tricia Webb, daughter of the Chair, who lives at the residence of the Chair, in violation of §105.452.

19. The need for financial controls for the District has been minimized or ignored, with certain Directors moving District funds and closing District bank accounts without proper Board approval and making additional funds immediately available through credit and debit cards that are tied to District accounts and were sought or obtained by certain Directors or officers prior to Board approval.

20. The malfeasance, attempted nepotism, and gross mismanagement of the District's operations, especially when combined with the improper handling of meetings and records, create the perfect storm for embezzlement, fraud, and abuse of taxpayer funds. This makes it extremely

difficult to ensure there is complete transparency and accountability for the taxpayers of the District.

21. The Chair, Vice Chair, and Secretary/Custodian of Records have abused their positions, violated their fiduciary duties to the District, and lost the trust of the taxpayers they were elected to serve.

22. Below are details regarding some of the actions that affect the District.

### **SUNSHINE VIOLATIONS MEETING NOTICES**

23. Members of the Board have violated the Sunshine Law by discussing public business and even reaching agreement regarding District business before and outside of Board meetings. Then at the following Board meeting, one or more of those three directors have made a motion with regard to such business and voted for the motion – often without discussion in the meeting of the subject of the motion.

#### **May 28 Illegal Board Meeting**

24. On May 28, 2022, the District Board of Directors held a meeting at 9:10 am.

25. The Board did not post notice of the May 28, 2022, meeting by 9:10 am on May 27, 2022.

26. Posting at least 24 hours prior to the May 28 meeting was neither impossible nor impractical.

27. The notice for the May 28, 2022 meeting thus did not comply with § 621.020.3.

28. Providing notice at least 24 hours in advance of the May 28, 2022 meeting was neither impossible nor impractical as to any and all of the items on the agenda for or discussed at that meeting.

### **August 3 Meeting**

29. The notice for the Board's August 3, 2022, meeting included the item, "Special considerations," without any definition or explanation.

30. At the August 3, 2022, meeting, "Special considerations," turned out to be a discussion of a request to Director VanMeveren to resign and a proposal to petition a court for removal of Director VanMeveren, and a subsequent motion to create a 3-person litigation subcommittee, citing RSMo 190.339.7, to file a petition with the circuit court to remove Director VanMeveren from the board.

31. The notice for the August 3, 2022, meeting included:

- a. "Citizen's Bank Resolution 220803.1,"
- b. "Merchant Card Resolution 220803.2,"
- c. "Merchant Card Policy,"



- d. “Treasurer and Bill Pay Policy,” and
- e. “EIN and Other Clerical Error Correcting Policy.”

32. The notice of the August 3, 2022, meeting did not include, nor did any attachment posed with the agenda include, any such proposed policies or resolutions, nor any additional information correctly matching such items or their content.

33. After the agenda for the August 3, 2022, meeting was posted, documents were sent to the Directors, some but not all of which appeared to be some of the items listed. Some of the documents referenced in the agenda and then discussed at the meeting were not provided to all the Directors until the time of the meeting.

34. At the August 3, 2022 meeting, the discussion of “Vote for Approval #120.00 expense for inventory transfer to a spreadsheet to be completed by 8/6/22” was intentionally placed at the top of the agenda separated from a directly related topic buried in the Banking Resolution and Policies section for the cancelation of the District’s subscription with ImageTrend where these records could be properly managed and secured instead of an Excel spreadsheet.

35. At the August 3, 2022 meeting, when the Board reached the noticed agenda item, “Merchant Card Resolution 220803.2,” the Board discussed a resolution authorizing not the acquisition of cards to be used with

particular merchants, but the acquisition of credit or debit cards available to be used generally for purchasing by District officials, contractors, or employees.

36. On the August 3, 2022 meeting, when the Board reached the noticed agenda item, of “Merchant Card Policy” and “Merchant Card Responsibilities,” the Board instead discussed a Purchasing Card program, that is, the use of credit and debit cards that are generally accepted.

### **July 20, 2022 Meeting**

37. The notice for the July 20, 2022, meeting, included an item, “Adopt District Credit Card Policies.”

38. During the July 20, 2022 meeting, when the Board reached the item, “Adopt District Credit Card Policies,” the Board instead discussed a combination of mismatched and some unnumbered resolutions, and misnumbered resolutions that went beyond just credit card policies.

### **August 10, 2022 Meeting**

39. The notice for the August 10, 2022, meeting included an item, “Standing Rules Amendment,” with no additional explanation.

40. During the August 10, 2022 meeting, when the Board reached the “Standing Rules Amendment” item, the Board did not have Standing Rules to amend due to not having previously Board-approved standing rules.

### **September 21, 2022 meeting**

41. The noticed agenda for the September 21, 2022 meeting did not include any reference to the District's budget.

42. The budget was addressed at the meeting when District Manager/ Treasurer, Stephanie Toliver included a budget amendment in her Treasurer report without providing the budget amendment to all directors in advance of the meeting. A motion to approve the report, including the budget amendment, passed 3 to 1.

43. The September 21, 2022 meeting agenda included as topic (8) New Business a) Banking and Charge Card Items, but the discussion was instead regarding a resolution required for investing with MOSIP (Missouri Securities Investment Program). Board Chair John Webb made a motion to accept the resolution required for investing in MOSIP, which passed 3-1.

44. The September 21, 2022 meeting agenda included as topic (7) Unfinished Business h) Replacement Fire Gear, but the discussion was instead regarding replacing appliques on the fire trucks.

### **October 3, 2022 Board Meeting**

45. The notice for the October 3, 2022 Board meeting listed "District Emergency Personnel" under 7) Unfinished Business d) District Emergency Personnel"

46. When at the October 3, 2022 meeting the Board reached the “Emergency Personnel” item, instead the Board discussed newly created and/or updated job descriptions that also included the contract for the Board secretary, who is not emergency personnel.

### **October 19, 2022 Board Meeting**

47. For the October 19, 2022 meeting, the agenda listed multiple items under 8)New Business and b)Operational Necessities but the accompanying materials provided to the Directors did not include written pricing quotes for those items.

48. Also for the October 19, 2022 meeting, though the noticed agenda listed a) Dispatch Contract as a topic and it appeared that Board Chair John Webb intended to have the Board approve a dispatch contract, Webb refused to provide pricing information for an addendum to the Cass County dispatching contract, though he had received an email from Captain Ben Barbarick on October 11, 2022 providing the pricing information. Chairman John Webb waited to send the pricing information until Sunday, October 22, 2022.

### **November 16, 2022 Board Meeting**

49. At the November 16, 2022, board meeting, the Board discussed resolutions regarding the following topics that were not listed in the noticed meeting agenda:

- a. A contract with a medical director, and by motion approved that contract;
- b. Creating and distributing a newsletter, and by motion approved creating and distributing such newsletter and the expense therefore;
- c. Authorizing a residency program, action on which was deferred;
- d. Modifying a bid solicitation for Station 2, and by motion approved that modification;
- e. Approving an insurance rider for proof of loss on an insurance claim, and by motion approved that rider;
- f. barring one director, Darvin Schildknecht, from taking pictures, including photographs of the District's notice board and other items, and by motion approved that bar;
- g. Having a District party and authorizing \$500 for same, and by motion approved that expenditure;
- h. Approving purchased of a battery for a generator, and by motion approved that expenditure.

### **ILLEGAL MEETINGS BY THREE DIRECTORS**

50. Three members of the Board have repeatedly held meetings as defined in § 610.010(5) – by telephone, email, or otherwise – without notice, during which they discussed and even reached agreements as to public

business, as defined in § 610.010(5), then either acted upon those agreements without Board approval or introduced and voted in favor of the matters on which they had agreed. Among those instances:

- a. On and about May 31, 2022, and June 1, 2022, they discussed and reached agreement regarding Board minutes;
- b. On and about May 28<sup>th</sup>, May 31, June 1, July 7, 2022, they discussed bills to be paid;
- c. On and about June 2, 2022 and June 14, 2022, they discussed, reached agreement regarding, and sought signature from the candidate for a contract for a District Treasurer;
- d. On and about June 23, 2022, they discussed bank accounts and the movement of funds among accounts;
- e. On and about August 8 and 9, 2022, they discussed and reached agreement regarding aspects of the District budget and expenditures.

### **CLOSED MEETING CONTENT AND NOTICES**

51. Rather than list on the posted agenda and in the motion to go into closed session which exceptions under § 610.021 actually apply, the

agenda routinely lists, and the Board motion to go into closed session lists, § 610.021(1), (3), (13), and (19), RSMo. for every closed Board meeting, though topics within (13) and (19) have not been discussed in closed session for many months, and topics within (3) have seldom been discussed.

52. During closed session, the Board has repeatedly discussed matters that fall outside the topics permitted under § 610.021, outside the scope of the topics announced for closed session in the Motion to go into closed session, or both, in violation of § 610.022.3.

#### **April 13, 2022, Board Meeting**

53. The notice for the Board's April 13, 2022, meeting stated that the Board would go into closed session to discuss "(1)(3)(13)(19) legal matters, hiring/ firing, disciplining of employees, personnel matters and security systems."

54. During its April 13, 2022 meeting, the Board voted to go into closed session to discuss "(1)(3)(13)(19) legal matters, hiring/ firing, disciplining of employees, personnel matters and security systems."

55. During the closed session however, the Board discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including the executive and legislative duties of the District,

including the roles of the Board Chair/President, the Fire Chief, and the Board of Directors.

### **May 11, 2022, Board Meeting**

56. The notice for the Board's May 11, 2022, meeting stated that the Board would go into closed session to discuss "(1)(3)(13)(19) legal matters (1), hiring/ firing/ disciplining of employees (3), personnel (13) and security systems (19)."

57. During its May 11, 2022, meeting, the Board voted to go into closed session to discuss "(1)(3)(13)(19) legal matters (1), hiring/ firing/ disciplining of employees (3), personnel (13) and security systems (19)."

58. During the closed session however, the Board discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including:

- a. contractor/staff workflow, a topic that that was on the agenda for public session and that had been discussed, voted on, and unanimously passed by the board in public session; and
- b. the status of the inventory project to be scheduled for the District.



### **May 18, 2022, Board Meeting**

59. The notice for the Board's May 18, 2022, meeting stated that the Board would go into closed session to discuss "(1)(3)(13)(19) hiring/ firing employees (3), personnel (13) and legal matters (1)."

60. During its May 18, 2022, meeting, the Board voted to go into closed session to discuss "(1)(3)(13)(19) hiring/ firing employees (3), personnel (13) and legal matters (1)."

61. During the closed session however, the Board discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including:

- a. Payments to Rhyno Lawn Pros, pursuant to a contract previously made without Board approval;
- b. The initiation of an inventory project; and
- c. A possible drug testing policy for employees.

### **May 28, 2022 illegal meeting**

62. The notice for the May 28, 2022, meeting stated the Board would go into closed session to discuss "personnel and legal matters," citing " RSMo 610.021(1)(3)(13)(21).

63. During the May 28, 2022 meeting, the Board voted to go into closed session to discuss “personnel and legal matters,” citing “RSMo 610.021(1)(3)(13)(21).”

64. During the closed session at the May 28, 2022 meeting the Board discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including:

- a. Correction of an employer identification number on a District bank account;
- b. Acceptance of contract for treasurer duties; and
- c. Acceptance of a proposal for accounting software.

### **July 20, 2022 Board Meeting**

65. The notice for the Board’s July 20, 2022, meeting stated that the Board would go into closed session to discuss “personnel matters” and citing “RSMo 610.021(1)(3)(13)(19).”

66. During its July 20, 2022 meeting, the Board voted to go into closed session to discuss “personnel matters” and citing RSMo 610.021(1)(3)(13)(19).

67. The Board discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including discussion of:

- a. A stipend and incentive program for prospective new volunteer firefighters; and
- b. Contracts that had already been executed by the Chair without board or attorney approval.

### **September 7, 2022 Board Meeting**

68. At the September 7, 23022 closed session, Chief John Johnson and Board Chair John Webb discussed volunteer staffing and radio training.

### **October 3, 2022 Board Meeting**

69. The October 3, 2022 agenda posted as notice for the meeting listed as authority §§ 610.021(1)(3)(13)(19), but also listed as the only topic for the closed session “personnel matters.” The vote to go into closed session then listed as bases §§ 610.021(1)(3)(13) and (19), misleading the Directors and the public as to the content of discussion in the closed session.

70. At the October 3, 2022 closed session, Chief Johnson, Chairman John Webb, Vice Chair Marty Hardman, Director Sue Hosterman and District Manager/ Treasurer Stephanie Toliver discussed matters outside the scope of the notice and outside the subjects permitted to be closed by § 610.021, including:

- a. 2023 budget
- b. Depreciation of equipment including tires and bunker gear

- c. Secretary Chris Johnson creating the District logo

**October 19, 2022 Board Meeting**

71. The October 19, 2022 agenda that was posted as notice cited §§ 610.021(1)(3)(13)(19) as the basis for the proposed closed session when the only allowable topic discussed was the hiring/ promotion of volunteer firefighters to paid part time positions for the District. There were no legal matters (1) or security matters discussed (19).

72. During the closed session on October 19, 2022, Chief Johnson discussed training at Dolan-West Dolan Fire Protection District, which is neither a topic falling within the cited statutory sections nor one that is permitted in closed session.

**DISTRICT RECORDS**  
**Electronic records and record retention**

73. The Board Chair and Vice Chair frequently send out emails relating to public business to a majority of the body without copying a person, such as the custodian of records, so that the message can be retained as public record.

74. The Board chair frequently sends out variations of documents shortly before a meeting, without explanation as to their relationship or what will actually be proposed or discussed at the meeting,

75. The Board Chair pushes for storing critical and important District data using data formats like MS Word and Excel that can be easily altered and deleted, whether by intention or misplacement, and that lack other document security features.

76. Board documents have been modified after the fact, leaving the Board without copies of noticed agendas and other documents.

### **Agendas**

77. Retained electronic copies of Board agendas, including the posted agendas and the agendas approved at Board meetings, have been repeatedly changed, after the fact, in or deleted from the Board's electronic records system (TEAMS), including:

- a. The agenda for the March 22, 2022 meeting was modified by the Vice Chair on May 27, 2022;
- b. The Vice Chair uploaded a duplicate copy of the meeting minutes for the June 15, 2022, meeting, then deleted those documents shortly before the July 6 meeting.
- c. The noticed agenda for the May 28, 2022 meeting was deleted.

## Minutes

78. The Board and the Secretary have adopted minutes that do not reflect what actually occurred at Board meetings.

79. The Board secretary has compiled minutes that are inaccurate, and the Board has refused to correct those minutes, despite corrections being presented to the Board, resulting in minutes that are intentionally misleading or incomplete.

### May 18, 2022 Meeting

80. For the draft May 18, 2022, meeting minutes, the Secretary refused to include with the minutes the Treasurer and Director Reports that were presented in hard copy to the Board the report prepared by the director who served, at the time, as Treasurer, though a link was also sent via email to the location of the report in the TEAMS document repository.

81. For the draft May 18, 2022, meeting minutes, the Secretary inaccurately reported Director VanMeveren's concerns about the Board Chair acting without authority when he executed the lawn service and inventory provider contracts prior to Board approval.

82. For the draft May 18, 2022, meeting minutes, the Secretary recorded open meeting minutes with the closed meeting minutes.

83. The Board failed to correct these and other errors and omissions in the minutes of the May 18, 2022 meeting.

### **June 15, 2022 Meeting**

84. For the draft June 15, 2022, meeting minutes, the Secretary included the Fire Chief's report in the closed meeting minutes, not open to the public, though the report was made in open session.

85. For the draft June 15, 2022, meeting minutes, the Secretary refused to include the report prepared by the director which was presented in hard copy to the Secretary and was also available to the Secretary in the TEAMS document repository.

86. For the draft June 15, 2022, meeting minutes, the Secretary incorrectly recorded Director VanMeveren as voting on approval of the May 18, 2022 minutes when she vocally abstained.

87. For the draft June 15th, 2022, meeting minutes, the Secretary incorrectly recorded Director VanMeveren as voting "nay" on approval of the May 28, 2022 minutes when she vocally abstained.

88. The Board failed to correct these and other errors and omissions in the minutes of the June 15, 20022 meeting.

## July 6, 2022 minutes

89. For the draft July 6, 2022 meeting minutes, the Secretary did not follow the actual order of items in the meeting, instead mixing them up in a way that is confusing.

90. For the draft July 6, 2022, meeting minutes, the Secretary refused to include the report prepared by the Director that was presented in hard copy to the Secretary and was also available in the TEAMS document repository.

91. For the draft July 6, 2022 meeting minutes, the Secretary recorded two votes on approving minutes from the June 15, 2022 meeting when there was only one vote.

92. For the draft July 6, 2022 meeting minutes, the Secretary failed to include portions of Director Schildknecht's report regarding Cass County Dispatching requirements.

93. For the draft July 6, 2022 meeting minutes, the Secretary failed to include critical information provided during Chief Johnson's report that would have a substantial financial impact to the district.

94. The Board failed to correct these and other errors and omissions in the minutes of the July 6, 2002 meeting.



### **July 20, 2022 minutes**

95. For the draft July 20, 2022 meeting minutes, the Secretary included minutes from the open session in the minutes of the closed session.

96. For the draft July 20, 2022, meeting minutes, the Secretary refused to include the report prepared by the Director which was presented in hard copy to the Secretary and was also available in the TEAMS document repository.

97. For the draft July 20, 2022 meeting minutes, the Secretary failed to include the motion made by Director VanMeveren to move District funds based on the 2023 approved budget, plus a 10% reserve, into a certificate of deposit.

98. For the draft July 20, 2022 meeting minutes, the Secretary failed to mention the District Manager/Treasurer's Report.

99. The Board failed to correct these and other errors and omissions in the minutes of the June 15, 2002 meeting.

### **August 24, 2022 minutes**

100. For the August 24, 2022, meeting minutes, the Secretary refused to include Director VanMeveren's monthly report, though the report was presented to the Board in hard copy and a digital copy was made available to

the Board in the TEAMs document repository, stating, “See attachment,” when there was no attachment included.

101. For the August 24, 2022 meeting minutes, the secretary incorrectly recorded the request for Fire Chief John Johnson for payment of volunteers given during the Fire Chief Report on the agenda. Fire Chief John Johnson requested to be able to pay the volunteers \$25.00 per event compensation for volunteers to keep them on the job, plus \$100 per month for retention pay. Secretary Chris Johnson failed to record, “plus \$100 per month for retention pay.” The secretary refused to correct the draft minutes, and the minutes were adopted without remedying the omission.

102. For the August 24, 2022 meeting minutes, the secretary incorrectly recorded a portion of the District Manager/ Treasurer’s report, failing to include:

- a. all Board members have equal access to the District’s accounting software Xero to pull reports;
- b. The Bill pay policy approved at the August 3, 2022 meeting, states that the CPA is to pull the Financial Report, despite that is not part of the CPA’s contract scope of responsibilities.

The secretary refused to make the corrections, and the minutes were adopted without making the correction.

103. For the August 24, 2022 meeting minutes, the secretary Chris Johnson refused to correct 7) Unfinished Business, wherein the wrong meeting minute date of Wednesday 24, 2022 was listed twice under a) Wednesday 24, 2022 and b) Wednesday, August 24, 2022 when it was the Wednesday August 3, 2022 minutes and Wednesday August 10, 2022 meeting minutes being brought before the Board for approval. The secretary refused to make the changes, and the minutes were adopted without making the correction.

104. For the August 24, 2022 meeting minutes, the secretary misrepresented the presentation provide by Belton Chief Sapp for the proposals by Belton Fire Department and the Dolan-W. Dolan Fire Protection District to offer fire services to Western Cass FPD.

- a. The Secretary added his own disrespectful commentary in the meeting minutes.
- b. The Secretary misstated the proposals by Belton and Dolan, despite being provided a hard copy of the proposal at the meeting.

- c. The Secretary stated the cancellation was effective 30 days from the meeting, when it was stated by Belton Chief Sapp at the meeting it was a 60-day notice and the letter from Mayor Norm Larkey was handed out at the same meeting.

The secretary refused to make the corrections and the minutes were adopted without making the corrections.

105. For the August 24, 2022 meeting minutes, the Secretary refused to correctly update a motion made by Chairman John Webb making a motion for banking resolution 220824.1 granting John Webb and Marty Hardman joint authority to initiate, dissolve, or otherwise manage, in all capacities, all aspects of all financial institutions relationships, accounts, and instruments on behalf of the Western Cass Fire Protection District” under 8) New Business a) Banking Resolutions and Policies, although John Webb had withdrawn the motion after objection by Vice Chair Marty Hardman due to complaints about service received from Community Bank. The secretary refused to make the corrections and the minutes were adopted without making the corrections

106. For the August 24, 2022 meeting minutes under 8) New Business a) Banking Resolution and Policies agenda topic, the Secretary Chris Johnson intentionally misquoted Director VanMeveren’s concerns with changing

banks at this time. The secretary refused to make the corrections and the minutes were adopted without making the correction.

107. For the August 24, 2022 meeting under 8) New Business b) Xero Subscription Transfer agenda topic, the Secretary Chris Johnson intentionally misquoted and added his own false commentary. Further, the draft minutes falsely stated that Director VanMeveren had refused to transfer the Xero subscription, when Director VanMeveren attempted to ask questions about the long-term plans for maintaining the District's financials, among other false commentary.

108. For the August 24, 2022 meeting, Board Secretary Chris Johnson failed to properly record the full costs stated for the Medical Director under 8) New Business c) Medical Director that "there may be a fee on a per call basis in the future."

109. For the August 24, 2022 meeting, the Secretary Chris Johnson failed to properly record under 8) New Business d) District Attorney, that Chairman John Webb "had reached out to several reputable attorneys and will present their contracts to Board for consideration".

110. For the August 24, 2022 meeting, under agenda topic 8) New Business e) Replacement Fire Gear, the secretary inaccurately recorded the motion made by Vice Chair Marty Hardman for the Replacement of Fire Gear where the secretary failed to include the full language of the motion to

include “This is to only secure bids, not authorizing purchasing until bids are received.”

111. For the August 24, 2022 meeting 8) New Business f) Sign Dispatch Contract agenda topic, the secretary inaccurately recorded amendment language to Chairman John Webb’s motion to approve the Sheriff’s dispatching contract, though the motion was dependent on the amendment John Webb added during the meeting to include “#12 Dispatch services will not begin until Western Cass Fire Protection District notifies the sheriff’s office that they are ready to begin dispatch services.” And further Chairman Webb clarified that he would notify the Board if the Sheriff accepts the contract with the amendment as stated.

112. For the August 24, 2022 meeting, under agenda topic 8) New Business g) Tanker Tires, the secretary recorded discussion comments by Chairman John Webb and Chief Johnson but refused to record Director VanMeveren’s comment when she asked what dollar amount the Board was being asked to improve and was refused an answer.

113. For the August 24, 2022 meeting, the secretary inaccurately recorded under d) District Attorney, that John Webb stated he had reached out to “several reputable attorneys and will present their contracts to the board for consideration.” He also stated that Frank Flaspohler had agreed to

be the District's general counsel but that he was continuing to seek other options." The secretary refused to make this correction.

### **September 7, 2022 Board Meeting**

114. For the September 7, 2022 under the agenda topic 7) New Business b) Banking Funds Transfer for Billing, the Secretary incorrectly recorded the motion for Resolution 220907.4 that grants the President, Vice President and Treasurer authority to transfer \$25,361.46 from account number 1373728 to account number 1402928 as read for vote at the meeting and instead recorded "President Webb made a motion to adopt resolution 220907.4 that grants the President, Vice President, and Treasurer authority to create a monthly expense account was passed." The secretary refused to make the correction and the minutes were adopted without making the correction.

115. For the September 7, 2022 meeting minutes, the Secretary incorrectly recorded Director VanMeveren's vote for approving the August 24, 2022 Special Session minutes. Director VanMeveren voted "Nay" and Secretary Chris Johnson recorded "Aye." The secretary refused to make the correction and the minutes were adopted without making the correction.

### **September 21, 2022 Board Meeting**

116. For the September 21, 2022 meeting minutes, the Secretary refused to include with the minutes, Director VanMeveren's report despite

having a digital copy provided in the TEAMS document repository in the Director VanMeveren's Report folder. The secretary would only post a hyperlink that is only accessible to authorized users of TEAMS and refused to include the report with the meeting minutes. The meeting minutes were presented for Board approval and passed 3-1.

117. For the September 21, 2022, meeting minutes, the Secretary failed to include a copy of the Fire Chief John Johnson's report; though the minutes said "see attached" the report was not included. The Secretary further refused to update the draft meeting minutes prior to presenting for Board approval.

118. For the September 21, 2022 meeting the secretary failed to record entire sections of meeting topics listed on the posted, approved agenda items and relevant content, including:

- a. c) "Discuss Dolan West Dolan Proposals" and related discussion.
- b. d) "Monte Olsen" – not discussed
- c. e) "Parliamentarian" – and updates from District Manager/  
Treasurer Stephanie Toliver
- d. g) Xero Subscription Transfer- the secretary added significant personal commentary, falsely reporting the discussion and even intentionally lied that Director



VanMeveren stated she had refused to transfer the Xero subscription and numerous other false statements to defame, harass and intimidate Director VanMeveren.

119. For the September 21, 2022 meeting, the secretary failed to record entire sections from the approved agenda topics:

- a. i) Medical Director- and Chairman John Webb and Fire Chief Johnson's updates.
- b. j) Dispatch Contract- and Chairman John Webb's update
- c. k) Firstnet 4 Radios- and Fire Chief Johnson's updates
- d. l) District Attorney- and Chairman John Webb's updates on seeking other attorneys for the district.
- e. M) Building Security- and discussion from Director Hosterman, VanMeveren and Vice Chair Hardman
- f. New Business a) Banking and Charge Card Items- referencing District Manager/ Treasurer Stephanie Toliver's report and related discussion from John Webb and Stephanie Toliver regarding MOSIP and Commerce Bank.
- g. c) Chart of Accounts- and related discussion
- h. e) District Attorney- duplicated from above Unfinished Business 7. l)

- i. f) Old Board Approved Comment Format- and related discussion.

### **Commentary in Minutes**

120. The Secretary has included in the Minutes his own commentary, which was not actually part of the meeting itself, and false narration into the meeting minutes meant to slander, harm and discredit Director VanMeveren's reputation. For example:

121. For the draft June 15, 2022 meeting minutes, the Secretary labelled Director VanMeveren's comments about the employment classification of Chief as "some long posturing diatribe," and he comments about the need for legal advice as "a rhetorical discussion with herself."

122. For the draft July 6, 2022 meeting minutes, the Secretary described public input in derogatory terms, including speculating that one person's questions were "possibly scripted."

123. For the draft July 20, 2022 meeting minutes, the Secretary wrote that "Director VanMeveren consistently misbehaves at Board meetings violating her signed code of conduct [and] creates a hostile atmosphere for other Board members."

124. The Secretary has erroneously accused directors of errors, such as for the draft May 18, 2022, meeting minutes, erroneously stating that

Director Schildknecht referred to the “East Cass Fire Department” rather than actual Director Schildknecht’s reference to the Central Cass Fire Department.

125. The Board has failed to remove statements by the Secretary from the minutes before they are approved.

### **Additional District Records**

126. The District is also missing a host of other District documents including but not limited to personnel records for volunteer firefighters, legal correspondence, termination letters, contracts, background verification release forms, contractor insurance and related documents.

127. Director VanMeveren notified the Chair of omissions on various occasions, but the Chair and the Board failed to act to correct them.

128. Many District records, kept in electronic form, have been deleted by the Vice Chair and Secretary, including:

- a. The June 15, 2022, regular meeting minutes sent to the Board through a TEAMS link on June 22, 2022 by the Secretary, were modified by the Vice Chair on July 1, 2022; then a duplicate copy was uploaded to the TEAMS document repository in pdf format.

- b. The closed session minutes for the June 15, 2022 meeting sent to the Board through a TEAMS link on June 22, 2022, were modified by the Vice Chair on July 1, 2022, then converted into PDF format.
- c. The Vice Chair uploaded duplicate copies of the June 15, 2022 open and closed meeting minutes and then deleted the original files uploaded by the Secretary from TEAMS 39 minutes prior to the July 6, 2022 meeting where the minutes were to be submitted to the Board for approval.
- d. The Vice Chair deleted the Board-approved April 6, 2022 regular meeting minutes from TEAMS on July 8, 2022 at 8:51am.
- e. The Secretary deleted the Board-approved January 5, 2022 Work Session Agenda on July 5<sup>th</sup>, 2022 at 11:18 am, although, there remains another copy of the January 5<sup>th</sup>, 2022 Work Session Agenda in the District TEAMS files.

129. On information and belief, the District has destroyed or otherwise disposed of records without a determination from the Local Records Commission that those records have no further administrative, legal, fiscal, research or historical value, contrary to § 109.260, RSMo.

130. The Board Chair, Vice Chair, and Director Hosterman have refused to support a requirement that the Secretary record public meetings to ensure proper record keeping of work sessions and board meetings.

**DISTRICT FINANCES**  
**District bank accounts**

131. The Chair/President and Vice Chair have moved funds among bank accounts, co-mingled funds dedicated to different purposes, among bank accounts, and otherwise made changes in bank accounts without the approval of the Board and without proper controls, including:

- a. On June 21, 2022, \$313,493.06 was moved from the General Revenue fund to the Debt Service Fund with a \$22,100 balance, without the approval of the Board, leaving the General Fund with \$25,000.
- b. On July 1, 2022, \$500.00 was moved from the Debt Service fund to the Treasurer Debit card account.
- c. On or about June 21, 2022, the Chair and Vice Chair changed the names of the District's online bank accounts.
- d. On May 26<sup>th</sup>, 2022, the Board Chair gave himself full banking privileges with Community Bank of Raymore to transfer funds online and the ability to transfer and release

funds from the bill pay process without the approval of the Board.

- e. At the July 6, 2022 meeting the Chair stated to the Board that he had moved approximately \$500.00 from an account at Citizen's Bank but cannot account for the money. This money remains unaccounted for.

132. The Board Chair and Vice Chair changed the District's bank accounts at Community Bank of Raymore containing District funds to which they had the Bank assign the tax identification number of Western Cass Fire Protection Improvement Corporation, which was dissolved on September 8th, 2008. There are also district records with EIN# 43-1410105, 43-1319377, and 13-1937700, however it is unknown the true EIN# for the District.

133. The Chair and Vice Chair have refused to obtain a current tax identification letter from the Internal Revenue Service and instead continue to rely on a 1992 letter issued to the Western Cass Improvement Corporation.

134. The District has made unauthorized, erroneous, and/or improper changes with regard to a District account at Bank of Raymore:

- a. The Chair and Vice Chair presented a banking agreement regarding the Bank of Raymore account to Director Schildknecht on or about May 30, 2022 that had been

stricken through, written over for the purpose of changing the tax identification number, and made numerous other changes to the banking agreement not reflected as Board approved in the May 28, 2022 illegal closed meeting minutes.

- b. Community Bank of Raymore would not accept handwritten and modified banking agreements and prepared new a new banking agreement on June 22, 2022 to modify the Tax Identification Number, which was 43-1319377, the number assigned not to the District but to a defunct entity.
- c. The Vice Chair presented the updated banking agreement to Directors Schildknecht and VanMeveren at the July 6, 2022 meeting demanding their signatures. Upon learning that the forms being provided to it by the Chair and Vice Chair did not reflect all of the Board members or require the signatures of all members of the Board who were signatories on the account, Community Bank of Raymore agreed that the Chair's signatory line was missing and agreed to correct them.

- d. When Community Bank of Raymore determined that that the updated Banking Agreement did not include all the Directors who were signatories, the banking representative agreed to correct the forms and submit to the Chair or Vice Chair for the Board to present for Board signatures.
- e. The Vice Chair was emailed the corrected forms on the day of the July 20, 2022 Board meeting but refused to acknowledge receipt of them despite the banking representative stating on July 20, 2022 that the Vice Chair replied, "Got it" in a return email the afternoon of July 20<sup>th</sup>, 2022.
- f. The Vice Chair refused to acknowledge receipt of the corrected banking agreements at the July 20<sup>th</sup>, 2022 Board meeting, resulting in the resolutions presented by the Board and Vice Chair to have Directors Schildknecht and VanMeveren removed from the Community Bank of Raymore accounts and from the Citizens Bank accounts.
- g. The Chair and Vice Chair have refused to obtain a current tax identification letter from the Internal Revenue Service and instead continue to rely on a letter dated 1992, issued



not to the District but to the Western Cass Improvement Corporation.

135. The Board Chair attempted to close out a savings account at Citizens Bank without Board approval on or about the week of June 27<sup>th</sup>, 2022.

136. On June 28, 2022, the Chair or Vice Chair ordered physical checks for a District bank account without Board approval.

### **Credit and debit cards**

137. The Board Chair refused to require the Contractor Personnel Director to turn in receipts matching charges on a District credit card trusted in her care, resulting in having that credit card de-activated by then-Treasurer VanMeveren.

138. On or about June 27<sup>th</sup>, 2022, the Board Chair applied for and received a District Company Premium credit card from Community Bank of Raymore without the approval of the Board, with an unknown line of credit. When asked at the August 3, 2022 meeting, the Board Chair said he did not know the credit limit.

139. The Board Chair applied for and received a debit card from Community Bank of Raymore as reflected in the July 6<sup>th</sup> Board meeting

minutes. The debit card could not be accounted for on the available record for the District's primary bank account.

140. Though the Chair/ Vice Chair removed Director VanMeveren from access to the District's Community Bank of Raymore accounts, she still had a debit card in her name that was linked to payment for the District's accounting software, Xero, on auto-debit. The Board did not vote until November 16, 2022, to cancel that card. Yet, the debit card remains active.

141. On or about July 6th, 2022 as reflected in the July 6th Board meeting minutes, the Vice Chair applied for and received a debit card from Community Bank of Raymore, without the approval of the Board, that has the same number as one previously issued to Ms. Kerri VanMeveren. The debit card could not be accounted for on the available record for the District's primary bank account.

142. Because of changes in her access to bank information, Director VanMeveren is unable to monitor transaction activity on debit card that was issued to her and now to the Vice Chair, which could subject Ms. VanMeveren to significant liability for misuse/misappropriation of District funds and an inability to take immediate corrective action.

## Financial information for the Board

143. The Vice Chair provided a Financial Packet at the June 15, 2022 meeting. That packet was inaccurate because:

- a. It did not accurately match the District's 2022 approved budget.
- b. It failed to provide a listing of invoices paid.

144. The Vice Chair provided a Financial Packet at the July 20, 2022 meeting consisting of a snapshot image of a manually created spreadsheet.

145. The manually created spreadsheet in the July 20 packet purported to list the bills paid from July 1, 2022 through July 18<sup>th</sup>, 2022.

146. The Vice Chair sent Directors an empty zip file two days prior to the meeting, then updated the zip file the day prior to the July 20, 2022 Board meeting representing that the file contained copies of invoices paid between July 1 through July.

147. The Vice Chair's Financial Packet for the July 20, 2022 meeting did not match what was reflected in the Community Bank of Raymore banking transactions.

148. The Vice Chair's Financial Packet for the July 20, 2022 meeting also did not match the invoices stored in the District's document repository "Monthly Invoices Paid By Treasurer" folder.

149. The Treasurer / District Manager, Stephanie Toliver has failed to provide an accurate financial packet for the any August, September, October, or November 2022 Board meetings, despite being provided access to the District's accounting software Xero with the same security privileges as the district's CPA who she has had pull the District's reports. Additionally, the Treasurer announced at the September 21, 2022 Board meeting that she has taken over entering the District's financials into QuickBooks. The Treasurer/ District Manager, Stephanie Toliver has granted access to a 2<sup>nd</sup> CPA for the District, Melissa Schroeder with Melissa's Advisory Service, LLC, to Xero despite the only services approved for Ms. Schroeder to provide the District was to provide Quickbooks training to Stephanie Toliver as noted in a motion made by Vice Chair Marty Hardman at the September 7, 2022 meeting and passed.

150. The Treasurer/ District Manager, Stephanie Toliver stated at the September 21, 2022 meeting that she had manually entered all of the district's financials into Quickbooks back to January 1, 2022. But she was unable to produce an accurate financial report for the Board at the September 21, 2022 meeting. She presented a financial report from Xero, yet there had been no transactions entered into Xero since August 30, 2022.

151. Directors VanMeveren and Schildknecht have not been provided access to the Quickbooks accounting software where Treasurer/ District

Manager, Stephanie Toliver is now maintaining the District's financials per her report at the September 21, 2022 meeting.

152. The District is making payments on credit cards without recording or reporting to the Board the purchases actually made using those cards and without categorizing those purchases and payments in the District's accounting and budget systems.

### **Payments from District Funds**

153. Without informing or getting approval from the Board, the Chair or Vice Chair changed District-hired contractor timesheets to match Contractor invoices submitted for payment and allowing Contractors to submit invoices for another Contractor.

154. The Chair/president and Vice Chair have expended funds without approval of the Board, including:

- a. Purchasing of physical checks for the District's General Revenue fund.
- b. Payments to Rhyno Lawn Pros, pursuant to a contract made without Board approval.
- c. Payments to the District Manager/ Treasurer for performing Treasurer duties for a contract approved at the

illegal May 28, 2022 Board meeting as documented in her timesheet.

- d. Payments to SmartProKC based on an amendment to the contract made by the Vice Chair on or about May 26, 2022, increasing the value of the contract, without approval from the Board.

155. Upon information and belief, the Chair/president and/or Vice Chair made payments to vendors, employees, and others using a tax identification number that is not assigned to the District in its current legal form.

156. On August 3, the Board adopted a policy or resolution addressing the payment of “routine bills” through a confusing process that involves various individuals, but the policy is unclear as to the authority of each individual, and it does not identify or define and thus limit “routine bills” that could be paid in this fashion.

157. The Cass County Sheriff’s dispatching contract presented to the Board by Chairman John Webb at the August 24, 2022 meeting and approved by the Board stated, in paragraph 7: “Basic Services to provide all incoming calls and dispatching appropriate units to be covered at no charge.”

158. Despite the contract he presented to the Board at the August 24, 2022, meeting, Board Chair John Webb continued to state, without providing

documentation, that the Sheriff will be charging for dispatch services. He later told the Board that there would be a cost, but did not provide the cost to the Board.

159. Fire Chief John Johnson stated at the September 21, 2022 meeting that the costs would be substantially less than the baseline contract cost of \$12,707 plus additional incident response fees paid to the Lee's Summit dispatch contract, compared to \$1,500 plus additional incident fees. The projected fees would at most consume 9% of the Dispatch Tax Levy that the District is collecting annually.

### **Audits**

160. The District has failed to complete financial audits for the 2020 and 2021 fiscal years, and has not provided, and on information and belief is unable to provide, the auditor retained by the District with the information required to complete those audits.

161. The Missouri State Auditor completed an audit of the District in July 2021 costing the District \$29,557.53. The Auditor found, among other problems:

- a. Failure to have and use a formal bidding policy.
- b. Budgets lacked statutorily required information.

- c. Inability to provide a Board-approved stipend pay rate schedule and improper classification of the Fire Chief and Secretary
- d. Failure to follow the Missouri Sunshine Law.
- e. Lack of records management and retention and policies in compliance with Secretary of State instructions.
- f. Failure to maintain a current, complete, and detailed record of all capital assets.

162. The Auditor made many recommendations to resolve those and other problems at the District.

163. The District has not resolved those problems, nor followed the Auditor's recommendations.

### **Tax revenue**

164. The District has collected funds pursuant to a tax levy for emergency dispatching service as authorized by § 321.243 to be used solely “for the purpose of establishing and providing a joint central fire and emergency dispatching service and for expenditures for equipment and services, except for salaries, wages, and benefits, by cities, towns, villages, counties, or fire protection districts which contract with such joint central fire and emergency dispatching service.” § 321.243.



165. The District has not used all such funds for emergency dispatching service, equipment, or services and continues to collect such funds though it is not currently itself providing or paying for another entity to provide for emergency dispatching service.

166. The contract with Lee's Summit 911 dispatch was cancelled on July 14, 2022, and no further payments have been made by the District for such services.

167. The District was presented with a proposed contract with the Cass County Dispatch, but the Board has not approved such a contract.

168. The District has no current contract for dispatch services that requires payment.

169. The District has not segregated and reserved for future use funds received for emergency dispatching services and not currently required for such services by placing such funds in a separate account or even by Board resolution.

170. Though the District has repaid bonds issued pursuant to public votes allowing bonds and imposing a levy to repay those bonds, the District has continued to impose a tax levy for bond payments.

171. The District has collected at least \$80,000 in tax revenue pursuant to the bond levy that was not and is not required to repay bonds.

172. The District has not adopted a plan to return to taxpayers through an offsetting operational levy decrease or otherwise the funds collected and not used for bond repayment. And though the Board voted on July 20, 2022, to move \$82,423 to an interest-bearing account,” that does not account for the entire amount of overpayment, and on information and belief that move to a separate, segregated, interest-bearing account has not been completed.

### **CONTRACTS**

#### **Improperly Executed and Amended Contracts**

173. The Chair/President or Vice Chair of the Board have improperly executed or modified contracts without advance of concurrent Board approval.

174. The District apparently has a contract for lawn mowing with Rhyno Lawn Pros. With regard to that Contract:

- a. On information and belief, the Rhyno Lawn Pros contract was not publicly announced for bids or offers.
- b. On information and belief, the Rhyno Lawn Pros contract was executed by the District Manager prior to May 18, 2022.
- c. The Rhyno Lawn Pros contract has not been provided to the Board – neither as a proposed contract nor as executed

– and was not timely entered (if ever entered) into the District’s TEAMS files.

- d. In a closed session on May 18, 2022, a motion was made and passed to approve the Rhyno Lawn Pros contract.

175. On or about May 26, 2022, the Vice Chair amended the District’s contract with SmartProKC to add and pay for another email account for the District Manager who was hired on April 26, 2022. That change, which increased the overall contract value of the contract, was made without having obtained Board approval at the Board’s May 11, May 18, or any other meeting,

176. The District Manager Contract was not fully executed, as there was never a completed statement of work (SOW) as referenced in paragraph I of the contract, “Description of Services.” Because the SOW has not been provided or executed, the Chair and Vice Chair have been able to define the authority and responsibility of the District Manager without oversight and approval by the Board.

177. With regard to a contract to perform an inventory of District property, including equipment:

- a. A motion was approved by the Board at the May 13, 2022 meeting to “proceed with the inventory process as presented by Monte Olsen but not to exceed \$5,400.”

- b. The process was to include the Board approving the contract itself prior to the inventory work.
- c. There was no inventory contract approved by the Board, but people who purportedly worked for Monte Olsen conducted an inventory for the District in May of 2022.

178. The Board Chair requested Director VanMeveren to sign a PSTrax Contract on May 15<sup>th</sup>, 2022 without seeking Board approval for that contract.

179. The District has purportedly entered into contracts with Nice Bear Consulting though no such contracts have been presented to the Board. It is unknown if any payment has been made on the purported contracts.

Further with regard to Nice Bear Consulting:

- a. On January 1, 2022, the District hired a consultant with Nice Bear Consulting to conduct an assessment and assist in addressing a decade plus of gross mismanagement of the District's Administration and Operations.
- b. The assessment was completed February 2022 and a subsequent Action Plan was presented to the Board March 2022, estimated to take approximately 8 months, addressing Board Operations, Facilities Management, Record Keeping, Communications, Human Resources, Risk

Management, Finances, Policies, Public Protection Classification, and other areas.

- c. The contract specified that any change in scope would require written agreement by both parties.
- d. No such modification agreement was requested from the Board.
- e. Nice Bear Consulting did not complete the work specified in the original contract, and a motion was made and passed at the June 15, 2022 Board meeting to terminate the contract due to breach of contract.

180. Upon information and belief, the Board Chair and Secretary have failed to collect required contractor requirements upon being hired to conduct work for the District, including but not limited to proof of contractor insurance and OSHA and Liability waivers for: Rhyno Lawn Pros; M&M Construction (St 2 Insurance Remodel Project); Nice Bear Consulting – Inventory project; and Nice Bear Consulting – Consultant to the District. If this has been done, there are no records stored in the Districts TEAMS document repository.

### **Attempted Nepotism**

181. At the illegal May 28, 2022 closed meeting, the Board Chair was present and spoke during discussion of a proposal to have TWINC, INC take

over a majority of the Treasurer duties without disclosing that the owner of TWINC, Inc. is the Chair's daughter Tricia Webb, who also lives at same residence as the Board Chair, though the Chair abstained from the vote.

182. The Board Chair and Vice Chair continued to push for the TWINC, Inc. contract at the June 15, 2022 and July 7, 2022 meetings.

**INTERFERING WITH DIRECTORS' OFFICIAL DUTIES**  
**Discriminating among Directors**

183. The District, through the Chair and Vice Chair of the Board has discriminated among directors, making some information available only to certain directors, including by:

184. The District has locked Directors VanMeveren and Schildknecht out of Station 2, including the Board Room in which the books required by § 321.170 RSMo. are kept, though the other Directors are given access to that room. Though the Chair has accused Director Schildknecht of deleting from his phone the app required for access, he has not offered as an alternative a fob to give Director Schildknecht access, as the door locks allow.

185. On May 6th, 2022, the Board Chair, without approval by the Board, restricted access to the District's attorney with him being the only person to be able to communicate with the attorney and required a majority vote for any other Director to access the attorney. On information and belief, the Chair has withheld some information when seeking advice from the

attorney. And the Chair has not provided the attorney's opinions, advice, or other work product to all of the Directors.

186. The Board Chair, without approval by the Board, has cut off access by some or all other directors to the District's IT vendor, SmartProKC, including access to notification alerts when there are changes made in the TEAMS document repository to include but not limited to uploading new documents, modification and/or deletion of existing documents.

187. The Chair and Vice Chair have purportedly had the District's CPA purchase three licenses through the new accounting software, QuickBooks, which will allow them but not all other directors to have access to the accounting records without sharing account information, including passwords as was suggested by the Vice Chair at the June 15, 2022 meeting.

188. Unlike other Directors, Directors VanMeveren and Schildknecht have not been provided access to the District's financials in the new accounting software Quickbooks that is actively being managed and updated by District Manager/ Treasurer Stephanie Toliver.

189. Without approval from the Board, the user profiles on IamResponding for Directors VanMeveren and Schildknecht were removed on or about September 28, 2022. Removal of access from this application prevents those two directors from seeing the record of 911 calls made to the District.

190. On or about December 8, 2022, the District, without a vote of the Board, removed Director VanMeveren from access to FirstNet accounts, preventing her from monitoring acquisitions and use of communications equipment.

191. The Chair and Vice Chair refuse to include Directors Schildknecht and VanMeveren in the development of the agendas, and unilaterally reject efforts of those directors to place items on the agenda posted before the meeting.

192. The Chair and Vice Chair call for votes on resolutions and motions without adequate advance notice of their content, presenting intentionally false information with regard to such resolutions and motions, often calling for a Board vote without allowing appropriate discussion.

193. The Chair and Vice Chair have selectively withheld information about Agenda items for Board meetings, preventing some Directors, but not others, from having adequate time to review prior to being expected to approve contracts, resolutions, contractor bids, banking agreements, etc., and have sent, in the hours immediately preceding meetings, multiple, often mislabeled, documents and drafts without providing sufficient information for the Directors to know what will be proposed or discussed.

194. The Chair and Vice Chair refuse to share with Directors Schildknecht and VanMeveren in advance the material relating to or the



purpose of closed session meetings, thus restricting their ability to object going into closed session where subjects may be improperly addressed, so that each director's concerns about the scope of the closed session can be documented per RSMo 610.022.

195. The Chair and Vice Chair refuse to include Directors Schildknecht and VanMeveren in the development of policies, procedures, and all other board directives.

196. At the September 21, 2022 meeting, Board Chair John Webb stated he had a letter or email from Butch at Trout Beaman, Inc.; that Butch had contacted the State Auditor; and that the District did not need to worry about having to complete a 2020 or 2021 audit. Director VanMeveren made a verbal request during this meeting and follow up email on September 21, 2022 request for a copy of a letter or email making such a statement. The request was never acknowledged, nor fulfilled.

197. At the September 21, 2022 meeting, Board Chair John Webb referenced a letter that had been sent by attorney Frank Flaspohler to the Dolan-West Dolan Fire Protection District regarding contracting for fire service. Director VanMeveren made a verbal request during the meeting for this letter and a follow up email request on September 21, 2022. The request was neither acknowledged nor fulfilled.

198. At the October 3, 2022, meeting, Chair Webb excluded Director VanMeveren from closed session.

199. At the November 16, 2022, meeting the Board voted to bar Director Schildknecht from taking photos of the District's notice board and other items in public view. Further, District officers or employees have harassed and discouraged Director Schildknecht from viewing, inspecting, and taking photographs of District property.

200. A District employee – upon information and belief, with the knowledge and encouragement of Board members and/or District officials – has sought an order of protection preventing Director Schildknecht from entering District property and fully performing his duties as a Director.

### **Providing Confusing or Inadequate Information**

201. The Chair has intentionally created confusing agendas that do not represent the true nature of the discussion items combined with the intentional misinformation provided by the Chair/ Vice Chair. For example:

- a. At the July 7, 2022 meeting, there was a 20-minute delay in starting the meeting when the Chair handed out 4 resolutions not previously sent in advance, with the expectation of presenting for a vote. Director Hosterman also confirmed she had not received the additional

resolutions handed out at the start of the July 20, 2022 meeting.

- b. The Vice Chair stated at the July 20, 2022 meeting that the proposed resolutions had been sent before the meeting, and then purportedly sent them again during the meeting. But the attachment to the email sent during the meeting was not a copy of the missing resolutions, but instead was the same email the Chair had sent previously, which did not include the resolutions.

202. The Board Chair refused to present the 2022 well-bound book, required by § 321.170, to Director VanMeveren for review, despite multiple verbal and written requests.

203. The Board Chair, Vice Chair, and Secretary have, individually and together, created false or misleading documents that were presented at Board meetings and recorded in minutes of Board meetings, sometimes forming the basis for motions that were passed in reliance on such false or misleading information.

### **Bullying and intimidation of directors and the public**

204. The District, through Board officers, Directors, personnel, and others, has bullied and sought to intimidate two Directors: Schildknecht and VanMeveren. The District, through the same persons, has also bullied and

attempted to intimidate members of the public who attend or wish to attend Board meetings.

205. These purposeful efforts have obstructed, impaired, and hindered the performance of a governmental functions by Directors VanMeveren and Schildknecht in violation of § 576.030, RSMo.

206. Those efforts began before, and continue after, Director VanMeveren resigned her role as the District's Treasurer as a result of increasing pressure from the Board Chair and Vice Chair into making non-Board approved payments and improperly non-Board approved contracts and related services.

207. In public meetings, the Board Chair, Vice Chair, and Secretary have repeatedly made false accusations and shamed Director Schildknecht for not voting the same as the Chair and Vice Chair.

208. The Chair, Vice Chair, Secretary, and District Manager send out multiple versions of agendas, policies, resolutions, and other documents in the days and hours before meetings without explaining or documenting what changes were made in the documents in attempts to create confusion and make it difficult for other Directors to perform their duties as directors.

209. The Board Chair refuses to utilize Board packets as is best practice among all governmental boards. The Directors have received 10 or more emails with new and/or revised documents without explanation of what

revisions are being made, as late as two hours before Board meetings, as well as new documents presented at the Board meeting itself.

210. The Chair usurps the Directors from being able to properly perform their duties as Directors and as a Board through the creation of overly broad motions, and of policies and procedures that prevent Directors Schildknecht, VanMeveren, and Hosterman from having equal decision-making power and access to all District assets as required by 321.170 RSMo.

211. The Secretary threatened Director VanMeveren at the July 6, 2022 Board meeting that if the Board voted to remove him as secretary, he would start the recall process to remove Director VanMeveren from the Board.

212. The spouses of the Chair, Vice Chair, and Secretary have attended Board meetings and heckled and harassed Directors Schildknecht and VanMeveren during Board meetings.

213. The Secretary and Vice Chair have made threatening statements both in the open meetings and outside the meetings.

214. At the August 3, 2022 Board meeting, the Secretary, who on information and belief knew that the “special considerations” agenda item was to seek removal of Director VanMeveren, escorted his wife to a seat next to where Director VanMeveren normally sits.

215. Those efforts have adversely affected the health of Directors Schildknecht and VanMeveren.

216. The morning of July 19, 2022, the day before the Board's July 20, 2022 meeting, someone came to the home of Director Darvin Schildknecht when he was not at home. About 1pm that afternoon Mr. Schildknecht received a call from a woman who said she was assigned by the Missouri Department of Health and Senior Services to investigate a report that Ms. Kerri VanMeveren was abusing Darvin Schildknecht. Director Schildknecht told the caller that he knew who made this report, that it was one of the people from the District Board on which he and Ms. VanMeveren serve, that he and Ms. VanMeveren were working together to address a number of issues on the Board and at the District, and suggested that if she needed to speak with someone else, that she call the Mayor of Belton. Upon information and belief, the report was made by one affiliated with the District and was intended to threaten and intimidate Directors Schildknecht and VanMeveren.

217. Director VanMeveren no longer feels safe attending Board meetings in person for fear of her physical safety and damage to her vehicle and has opted to attend remote as of the August 3, 2022 meeting.

218. The Board has prevented Director VanMeveren from fully participating in Board meetings with a remote video connection.

219. A member of the public was followed out to their vehicle by a volunteer firefighter prior to the end of the July 20<sup>th</sup> meeting, making them feel threatened and intimidated.

220. Members of the public attending the July 20, 2022 meeting were told they were required to sign their names in a logbook and stand at a podium if they desired to speak, though the Board had not adopted a policy requiring those things. The manner in which the logbook was shoved at the public was threatening, harassment, and meant to intimidate the public.

221. The Chair and Vice Chair published an agenda for the August 3<sup>rd</sup> meeting, stating at the top of the agenda, thus publishing as a policy without Board approval, a restrictive policy on public comment – a policy that was meant to muffle, intimidate, threaten and harass the public and directors.

222. At the August 3, 2022 meeting, the Secretary threatened to have a member of the public removed when they asked a simple question of the Chair and Vice Chair.

### **Misinformation Provided to Secure Votes**

223. After the illegal May 28, 2022, the Vice Chair presented Director Schildknecht and Director VanMeveren with banking agreements on which portions that had been written over, crossed out, and initialed – agreements that did not align with Board decisions made at the illegal May 28 closed meeting – and demanded their signatures on those agreements.

224. The Board Chair and Vice Chair stated at the illegal May 28 closed meeting that the District CPA had quoted a data transfer fee of \$500.00 to move to QuickBooks, when in fact the CPA did not quote this dollar amount. The motion passed to approve payment as a result.

225. The Board Chair and Vice Chair presented false or misleading information regarding the proposed use of QuickBooks.

226. At the June 15<sup>th</sup>, 2022 meeting the Chair and Vice Chair represented presented to the board a request for a different QuickBooks subscription to purchase a desktop version with only three user ID's for a cost of \$2,950, as recorded in the June 15<sup>th</sup>, 2022 minutes.

227. Director VanMeveren tried to share documentation from QuickBooks with the Board to advise the Board that the actual costs for purchasing the desktop software would be an annual cost of \$349 and the second and third licenses would cost \$200 annually per user license plus the CPA's cost for data transfer.

228. Board Chair falsely stated to the Board that purchasing QuickBooks desktop version would not have annual costs for the District.

229. Board Chair stated to the Board that there would not be annual licensing fees for each of the user licenses for QuickBooks that was presented to the Board for approval.



230. When Director VanMeveren provided the Chair and Vice Chair with documentation from QuickBooks that stated there would in fact be annual licensing costs for both the desktop version and user licenses, the Chair and Vice Chair refused to include the documentation for discussion before the motion was made and passed by the Board.

231. Regarding the District's banking arrangements, Directors VanMeveren and Schildknecht were waiting on the updated and corrected Community Bank of Raymore forms before signing the updated banking agreements.

232. The Vice Chair withheld from the Board at the July 20<sup>th</sup>, 2022 Board Meeting that prior to the July 20, 2022 meeting she had been sent the corrected banking forms from Community Bank of Raymore to update the Tax ID records.

233. On information and belief, the Board Chair and Vice Chair have created intentionally confusing and conflicting policies and procedures without input from the District's attorney before presenting such policies and procedures to the Board for approval or consideration, then misled the Board at its meeting as to which documents have been approved by the attorney.

234. The Board Chair and Vice Chair conflate job duties at the District so as to create confusion and prevent accountability. For example they attempted to split Treasurer duties by creating a contract with limited

Treasurer duties, presented that limited contract to the Board prior to attorney input or approval, then obtained Board approved at the May 28, 2022 illegal meeting. This contract was to make the Treasurer responsible for annual state and local reporting and producing the monthly Financial Packet without bill pay responsibilities.

235. The Chair presented the Board a separate proposed Bookkeeper contract at the June 15<sup>th</sup>, 2022 meeting without input or approval from the attorney. This contract did not fully account for all of the required duties of a treasurer as outlined in the Rules for Missouri Fire Protection Districts. The Bookkeeper Contract was presented as a “bookkeeper” when the Contract was written more as a processes and procedures, with “other duties as needed as instructed by the Board President” and the signature line said “Treasurer.”

236. The Board Chair misrepresents Board meeting documents, policies, procedures, financial costs, or professional advice from the District’s attorney, banking representatives, CPA, or other relevant sources, refusing to share the actual statements made or advice given, and describing the statements or advice in ways that are often intentionally false or ill informed.

237. The Chair and Vice Chair have created policies that circumvent obtaining Board approval by, for example, making the Board President and the Treasurer (a paid contractor) the sole individuals to decide who can have

credit cards and to set credit limits for those cards, giving authorization for them to make capital purchases, not requiring itemized receipts, and submitting vouchers in lieu of actual receipts, and creating policies with conflicting language that provide intentional loopholes to justify inappropriate spending and no accountability. There are no proper checks and balances to protect the taxpayer funds from misappropriation and fraud.

238. The Chair and Vice Chair intentionally led the Board and public to believe that Directors VanMeveren and Schildknecht were refusing to sign the banking agreements.

239. The Chair and Vice Chair prepared resolutions demanding Directors VanMeveren and Schildknecht sign a document changing banking agreements or accounts to the Tax Identification Number for a defunct nonprofit corporation, Western Cass Fire Improvement Corporation, which was voluntarily dissolved in or about 2008.

240. At the July 6, 2022 Board meeting, to suggest that a vote was time-sensitive, the Board Chair falsely told the Board the District was being charged a monthly service charge for a savings account at Citizens Bank and costing the District money .

241. At the July 6, 2022 Board meeting, the Chair and Vice Chair falsely accused Director VanMeveren of denying that Citizens Bank had contacted her to come to the Bank to remove her name from the savings

account, and that she had refused. An official of Citizens Bank confirmed to Directors VanMeveren and Schildknecht on July 7, 2022 that there was no attempt by Citizens Bank to reach Director VanMeveren, and that same official told Directors VanMeveren and Schildknecht that he had told the Chair the prior week, when the Chair attempted to close out the account on his own, that the Chair would need to have Director VanMeveren come down and be a 2<sup>nd</sup> signature on the change or remove her name from the account. The Citizens Bank official stated the Chair had replied, "I don't think she will do that."

242. At the August 3, 2022 meeting, the Chair intentionally misled the Board when presenting for vote a motion to terminate the District's subscription for ImageTrend, stating that termination was required by the Sheriff's dispatch system because that system required that the District purchase the ESO software. The motion passed.

243. The Chair was provided via email on July 21<sup>st</sup>, 2022 a PowerPoint presentation labeled "Project Kickoff meeting" from the Cass County Emergency Services Board where on p.6, shows that ImageTrend is in the list of compatible 3<sup>rd</sup> party interfaces for the Cass County Sheriff's dispatch system.

244. The Chair sent out a “Communications Agreement” on August 9<sup>th</sup>, 2022 outlining a contract for dispatching services for the District that did not make any specific software requirements to fulfill the contract.

### **NUMBER, ELECTION, AND TERMS OF BOARD MEMEBRS**

245. The District currently has five elected Directors.

246. There is no record establishing that the District voted to expand the Board from three to five members, and on information and belief no such election was held.

247. On or about January 25, 2022, the Board notified the County Clerk and announced that there would be an election in April 2022 for two Board seats to complete the remaining years of terms not yet complete. One was for a term of one year and the other for a term of five years.

248. Purportedly on behalf of the District and its Board, on or about June 14, 2022, the Vice Chair reported to the County Clerk that the Board Chair’s length of term was 6 years, when it appears to be 5 years, expiring on April 1, 2027 and not April 1, 2028.

249. On June 14<sup>th</sup>, 2022, the Vice Chair reported to the County Clerk that the Vice Chair’s length of term is to expire April 1, 2028.

250. The District has since indicated to the Clerk that the Vice Chair’s term expires in one year, on April 1, 2023.

251. On or about November 16, 2022, the Board notified the County Clerk and announced that there would be elections in April 2023 again for the two Board seats filled in 2022, this time each for terms of six years.

252. It is apparent that that there is uncertainty with regard to the proper terms of Directors.

253. The differences create uncertainty that could affect the validity of actions by the Board and future elections to the Board.

### **FAILING TO PROVIDE ADEQUATE SERVICE**

254. The District has not had any qualified volunteer firefighters responding to calls since at least April 13, 2022.

255. Upon information and belief, the District has no firefighter currently on the staff who has a current firefighting or emergency services certification issued by a national certification body, by the State of Missouri, or by the government of the United States.

256. There are currently no qualified volunteers able to respond to calls.

257. The agreements that the District had with the Dolan-West Dolan Fire District, City of Belton Fire Department, and the West Peculiar Fire Protection District for mutual aid, under which those agencies would respond to calls in the District, have expired or been cancelled by those entities.

258. The District has no mutual aid agreement with any fire department or District under which that department or District would respond to calls in the District.

**COUNT I: MISSOURI SUNSHINE LAW**

259. Plaintiff incorporates here the allegations made in paragraphs 1-258.

260. The District has knowingly and purposely violated the Missouri Sunshine Law by:

- a. Holding meetings of the Board of Directors and the Unnamed Litigation Subcommittee without the required public notice;
- b. Conducting public business at Board meetings on items that were not within the scope of the notice of the meeting;
- c. Giving notice of and making motions to go into closed session with generic statements citing a list of possible bases rather than the basis that was the actual reason for the closed session, thus preventing Board Members from knowing, when voting on whether to go into closed session, the real topic of the closed session, and the public from knowing the actual basis for the closed session;

- d. Considering in closed sessions matters not authorized to be closed by § 610.021; and
- e. Attempting to evade the requirements of Chapter 610, RSMo, including by using email and other means of communication among three board members – a quorum – to reach agreement in advance of notice meetings on issues to be addressed in those meetings, then voting on those issues without discussion.

WHEREFORE Plaintiffs ask the Court to order the District to comply with the Missouri Sunshine Law; declare invalid any action taken in its May 28, 2022, meeting and any other meeting that violated the law; find that the violations were knowing and purposeful; impose penalties and award costs and attorney's fees to Plaintiffs pursuant to § 610.027; and grant such other relief as may be proper.

## **COUNT II: EQUAL ACCESS AND AUTHORITY FOR ALL DIRECTORS**

261. Plaintiff incorporates here the allegations made in paragraphs 1-260.

262. Each director of a fire protection district has the right to access District records and information, pursuant to Chapter 321, as every other director.



263. To perform their duties, each director requires access to the District's records. The records that directors must be able to review include, but are not limited to:

- a. Records of financial transactions, accounts at institutions holding District funds, and merchant accounts; and
- b. Work product of accountants, consultants, attorneys, employees, and others performed on behalf of the District, such as work product on which District decisions may be based, including but not limited to decisions on tax levies, election notices, Board procedures, and agreements with other fire protection districts or fire departments.

264. Directors require and are entitled to physical access to District property and records relating thereto, including but not limited to access to

- a. District fire stations;
- b. District equipment and records thereof; and
- c. Inventories of District property.

265. The District, however, has discriminated among its Directors, providing access to information and property to some directors but denying it to others, whether by express bar or by not making it available to them.

266. In doing so, the District has deprived some Directors of the information required for them to fulfill their responsibilities as Directors.

WHEREFORE Plaintiffs ask the Court to declare, pursuant to Chapter 527, RSMo., that the District cannot discriminate among Directors in providing access to District information and property; hold invalid any policy or authorization that does not treat all of the directors the same with regard to the ability to access District records, information, and property; order the District to treat all directors the same in that regard; and award costs and attorney's fees pursuant to § 527.100; and grant such other relief as may be proper.

### **COUNT III: FINANCIAL MANAGEMENT**

267. Plaintiff incorporates here the allegations made in paragraphs 1-266.

268. Neither the President/Chair of the District's Board of Directors, the District's Treasurer, nor any other District officer or agent can transfer or pay out funds except by a majority vote of the Board.

269. The President/Chair of the District's Board has transferred and paid out funds without a majority vote of the Board and authorized the issuance of credit and debit cards and other means by which District funds can be obligated or District funds may be paid without Board approval.

WHEREFORE Plaintiffs ask the Court to order the Board, its President/Chair, other Directors, and employees and officers of the District

not to pay out or transfer funds belonging to the District without a vote by the Board and grant such other relief as may be proper.

#### **COUNT IV: REMOVAL OF DIRECTORS**

270. Plaintiff incorporates here the allegations made in paragraphs 1-269.

271. For the reasons set out in paragraphs 1-258, there is good cause to remove the Directors who permitted the actions noted: John Webb, Martha Hardman, and Suzanne Hosterman.

WHEREFORE, Plaintiffs ask that the Court remove Directors Webb, Hardman, and Hosterman pursuant to § 321.190, and grant such other relief as may be proper.

#### **COUNT V: EQUITABLE AND INJUNCTIVE RELIEF REGARDING DISTRICT OPERATION**

272. Plaintiff incorporates here the allegations made in paragraphs 1-271.

273. If the Court grants the relief sought on Count IV, removal of Directors will leave the Board without a quorum to conduct business.

274. Until such time as new Directors are either appointed by the court pursuant to § 321.200.2 or elected pursuant to Chapter 321, RSMo, the

District will be unable to function and the Court should appoint a special master to operate the District.

275. Even without such removing Directors, however, the Board has proven itself unable or unwilling to make the District able to provide the fire service that public safety in the District requires.

- a. The Board has approved 2022 and 2023 budgets that spend more than the District's income for those years, without any plan for raising revenue to accommodate such spending;
- b. The Board has not segregated and adopted a plan to properly use tax revenue dedicated to dispatching and to payment on bonds;
- c. The Board has allowed agreements with adjacent fire districts and departments to expire, and now has no agreement in place to sufficiently supplement, back up, or provide mutual aid; and
- d. The Board has allowed those agreement to expire despite having few or no **qualified** firefighters on staff who have National Fire Protection Association (NFPA) or equivalent certifications.

276. The action of the Board threatens irreparable harm to the residents, property owners, visitors, and others in the District, requiring intervention to protect the public safety.

277. The Board and District officials and employees have harassed and sought to intimidate Directors VanMeveren and Schildknecht to as to prevent them from fulfilling their duties as members of the Board.

278. The Board and District officials and employees have harassed or attempted to intimidate citizens and residents of the District who have indicated, by attendance at Board meetings or otherwise, an interest in District operations.

WHEREFORE Plaintiffs ask the Court to:

- a. Appoint a special master to operate the District or require that the Board appoint such a special master;
- b. Enjoin the Board from making financial commitments that cannot be accommodated within the Board's revenue and contingency funds;
- c. Require the Board to develop and implement a plan that will ensure that sufficient certified firefighters and equipment are available to meet service standard set by the National Fire Protection Association, or standards

promulgated by the Missouri State Fire Marshal or some other state- or nationally recognized and accredited agency;

- d. Require the Board to provide the Court with a detailed monthly financial statement until such time as the Court deems the issues presented here have been resolved, at least one year;
- e. Bar the Board and the District from attempting to intimidate Directors or citizens and residents of the District, or to discourage Directors or citizens from attending Board meetings;
- f. Require the Board to retain an advisor or consultant to monitor Board and District activities to ensure that Directors are not harassed or intimidated and are given access to meetings, records, and information necessary for them to fulfill their duties as board members;

And such other relief as is appropriate to ensure the proper functioning of the District and the District's Board of Directors, and to protect the public safety and the safety and health of the residents and property owners in and visitors to the District.

**COUNT VI: DECLARATORY JUDGMENT REGARDING BOARD  
COMPOSITION AND TERMS**

279. Plaintiff incorporates here the allegations made in paragraphs 1-278.

280. The District has given inconsistent and changing statements regarding the length of terms of directors, confusing the public and casting doubt on the validity of actions taken by those elected.

281. District records do not establish that the District properly increased the number of the directors to five, pursuant to § 321.120.5.

WHEREFORE plaintiffs ask the Court to:

- a. Declare that the District has three rather than five directors; and
- b. Declare the ending date of the term of each director.

On all counts, Plaintiffs ask the Court to grant statutory, injunction and other relief, as well as attorney's fees and costs.

Respectfully submitted,

TUETH KEENEY COOPER  
MOHAN & JACKSTADT, P.C.

By: /s/ James R. Layton

James R. Layton, #45631  
34 N. Meramec, Suite 600  
St. Louis, MO 63105  
Telephone: (314) 880-3600  
Facsimile: (314) 880-3601  
Email: [jlayton@tuethkeeney.com](mailto:jlayton@tuethkeeney.com)

Attorneys for Plaintiff

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on December 12, 2022, a true and correct copy of the foregoing was served upon the following via the Court's electronic filing system:

Frank Robert Flaspohler  
112 East Morrison Street  
Post Office Box 329  
Fayette, Missouri 65248  
Telephone: (660) 248-1040  
[office@showmelawyer.com](mailto:office@showmelawyer.com)  
ATTORNEY FOR DEFENDANTS

/s/ James R. Layton