

IN THE CIRCUIT COURT OF CASS COUNTY

CITIZENS FOR TRANSPARENCY)
AND ACCOUNTABILITY,)
Address)
)
Plaintiff)

v.) No. _____)

WESTERN CASS FIRE)
PROTECTION DISTRICT,)
5 S. Rogers Rd.)
Cleveland, MO 64734)
Serve:)
John Webb, Chair)
23906 S State Road D)
Cleveland, MO 64734)

BOARD OF DIRECTORS OF THE)
WESTERN CASS FIRE PROTECTION)
DISTRICT,)
Serve:)
John Webb, Chair)
23906 S State Road D)
Cleveland, MO 64734)

UNNAMED 3-PERSON LITIGATION)
SUBCOMMITTEE OF THE)
BOARD OF DIRECTORS OF THE)
WESTERN CASS FIRE)
PROTECTION DISTRICT,)
Serve:)
John Webb, Chair)
23906 S State Road D)
Cleveland, MO 64734)

JOHN WEBB, Director)
23906 S State Road D)
Cleveland, MO 64734)
)

MARTHA HARDMAN, Director)
 24316 Tower Dr.)
 Cleveland MO 64734)
)
 SUZANNE HOSTERMAN, Director)
 3206 E State Hwy. Y)
 Cleveland MO 64734)
)
 CHRISTOPHER JOHNSON, Secretary)
 2300 Shiloh Trail)
 Cleveland, MO 64734)
)
 Defendants.)

PETITION

Plaintiff files suit seeking relief on behalf of its members and all other residents and registered voters in the Western Cass Fire Protection District from the actions of the District and certain District Directors and officers.

1. Plaintiff has observed that the management of the Western Cass County Fire Protection District (“District” herein) is not operating in accordance with law, District policy, and the interests of the landowners, taxpayers, and residents of the District.
2. Plaintiffs file this suit seeking:
 - a. Enforcement of 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 and equal authority to act on behalf of the District 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.; and
- e. Appointment of a special master or receiver to operate the Western Cass Fire Protection District.

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.
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 Chapter 321, 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).
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 qualified volunteer firefighters responding to calls since at least April 13, 2022. There are currently no qualified volunteers able to respond to calls and the landowners and residents of the District are reliant on the Dolan-West Dolan Fire District and City of Belton Fire Department for mutual aid.

11. The District is managed and controlled by a Board of Directors consisting of five elected members.¹

¹ For purposes of this Petition, we assume that there was a vote to have five rather than three directors as authorized by § 321.210.5, though we have been unable to find record of the required vote in available District or Cass County records.

12. Two members of the Board, John Webb and Martha Hardman, were elected on April 6, 2022, without a vote pursuant to § 115.124, RSMo.
13. 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.
14. 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.
15. 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 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.
16. 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.

17. 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.
18. 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 tied to District accounts and sought or obtained by certain Directors or officers prior to Board approval.
19. 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.
20. 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.

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

MEETING NOTICES

22. The Board, under the leadership of the Chair and Vice Chair, has engaged in a pattern of violating the Missouri Sunshine law with regard to Board meetings. The violations include untimely, inadequate, and misleading notices.

Notice of May 28 Illegal Board Meeting

23. On May 28, 2022, the District Board of Directors held a meeting at 9:10 am.
24. The Board did not post notice of the May 28, 2022, meeting by 9:10 am on May 27, 2022.
25. Posting at least 24 hours prior to the May 28 meeting was neither impossible nor impractical.
26. The notice for the May 28, 2022 meeting thus did not comply with § 621.020.3.
27. 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.

Notice of the August 3, 2022 Meeting

28. The notice for the Board's August 3, 2022, meeting included the item, "Special considerations," without any definition or explanation.
29. 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 per RSMo 190.339.7 to file a petition with the circuit court to remove Director VanMeveren from the board.
30. 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."
31. 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.

32. 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 the Directors until the time of the meeting.
33. 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.
34. At the August 3, 2022 meeting, the discussion of “Merchant Card Resolution 220803.2” turned out to be 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.
35. On the August 3, 2022 meeting, the discussion of “Merchant Card Policy” and “Merchant Card Responsibilities” turned out to be the discussion of a Purchasing Card program, that is, the use of credit and debit cards that are generally accepted.

Notice of the July 20, 2022 Meeting

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

Notice of the August 10, 2022 Meeting

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

CLOSED MEETING CONTENT AND NOTICES

40. Rather than list on the posted agenda and in the motion to go into closed session which exceptions under § 610.021 actually apply, the Chair routinely 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 more than three months, and topics within (3) have seldom been discussed.

41. 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

42. 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.”
43. 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.”
44. 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

45. 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)."

46. 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)."

47. 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

48. 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)."

49. 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).”
50. 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

51. 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).”
52. 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).”
53. 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. Correction of an employer identification number on a District bank account;
- b. Acceptance of Contract of treasurer duties; and
- c. Acceptance of a proposal for accounting software.

July 20th, 2022, Board Meeting

1. 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)."
2. During its July 20, 2022, meeting, the Board voted to go into closed session "personnel matters" and citing "RSMo 610.021(1)(3)(13)(19)."
3. 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 discussion of:
 - c. A stipend and incentive program for prospective new volunteer firefighters; and
 - d. Contracts that had been already been executed by the Chair without board or attorney approval.

DISTRICT RECORDS

Electronic records and record retention

4. 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.
5. 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,
6. 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.
7. Board documents have been modified after the fact, leaving the Board without copies of noticed agendas and other documents.

Agendas

8. 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

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

11. 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.

12. 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.
13. For the draft May 18, 2022, meeting minutes, the Secretary recorded open meeting minutes with the closed meeting minutes.
14. The Board failed to correct these and other errors and omissions in the minutes of the May 18, 2022 meeting.

June 15, 2022

15. 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.
16. 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.
17. For the draft June 15, 2022, meeting minutes, the Secretary incorrectly recorded Director VanMeveren as voting "Abstained" on approval of the May 18, 2022 minutes when she vocally abstained.

18. 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.
19. The Board failed to correct these and other errors and omissions in the minutes of the June 15, 20022 meeting.

July 6 minutes

20. 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.
21. For the draft July 6, 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.
22. 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.
23. For the draft July 6, 2022 meeting minutes, the Secretary failed to include portions of Director Schildknecht’ s report regarding Cass County Dispatching requirements.

- 24. 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.
- 25. The Board failed to correct these and other errors and omissions in the minutes of the July 6, 2002 meeting.

July 20 minutes

- 26. For the draft July 20, 2022 meeting minutes, the Secretary included minutes from the open session in the minutes of the closed session.
- 27. 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.
- 28. 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 locked certificate of deposit.
- 29. For the draft July 20, 2022 meeting minutes, the Secretary failed to mention the District Manager/Treasurer's report.

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

Commentary in Minutes

31. 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:
32. 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."
33. For the draft July 6, 2022 meeting minutes, the Secretary described public input in derogatory terms, including speculating that one person's questions were "possible scripted."
34. 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.'

35. The Secretary has erroneously accused directors of errors, such 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.
36. The Board has failed to remove statements by the Secretary from the minutes before they are approved.

Additional District Records

37. 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.
38. Director VanMeveren notified the Chair of omissions on various occasions, but he failed to act to correct them.
39. 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 5th, 2022 at 11:18am, although, there remains another copy of the January 5th, 2022 Work Session Agenda in the District TEAMS files.
40. 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.
41. 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

42. 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 26th, 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.
43. 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.
- a. With regard to a District account at Bank of Raymore The Chair and Vice Chair presented a banking agreement 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, also with the 43-1319377 to the dead 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 requiring 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 7pm 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 20th, 2022.

- f. As a result of the Vice Chair refusing to acknowledge receipt of the corrected banking agreements at the July 20th, 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. Such resolutions were passed, and Directors Schildknecht and VanMeveren no longer have direct access to bank account information that is available to the other Directors.
44. 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.
45. The Board Chair attempted to close out a savings account at Citizens Bank without Board approval on or about the week of June 27th, 2022.
46. On June 28, 2022, the Chair or Vice Chair ordered physical checks for a District bank account without Board approval.

Credit and debit cards

47. 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.
48. On or about June 27th, 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 on June 27th, 2022, 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.
49. 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. The debit card could not be accounted for on the available record for the District's primary bank account, up to the time that access to those records was denied to Directors VanMeveren and Schildknecht.
50. The Board Chair applied for and received a debit card from Community Bank of Raymore as reflected in the July 6th Board meeting minutes. The debit card could not be accounted for on the available record for the District's primary bank account, up to the time that

access to those records was denied to Directors VanMeveren and Schildknecht.

51. Though the Chair/ Vice Chair removed Director VanMeveren from access to the District's Community Bank of Raymore accounts, she still has a debit card in her name that is linked to payment for the District's accounting software, Xero on auto-debit. As a result of Director VanMeveren is unable to monitor transaction activity on this debit card, which subjects her to significant liability for misuse/misappropriation of District funds and an inability to take immediate corrective action.

Financial information for the Board

52. 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.
53. The Vice Chair provided a Financial Packet at the July 20, 2022 meeting consisting of a snapshot image of a manually created spreadsheet.
54. The report consisted of a manually created spreadsheet to represent the bills paid from July 1, 2022 through July 18th, 2022.

55. 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.
56. The Vice Chair's Financial Packet did not match what was reflected in the Community Bank of Raymore banking transactions.
57. The Vice Chair's Financial Packet also did not match the invoices stored in the District's document repository "Monthly Invoices Paid By Treasurer" folder.

Payments from District Funds

58. 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.
59. The Chair/president and Vice Chair have expended funds without approval of the Board, including:
- c. Purchasing of physical checks for the District's General Revenue fund.
 - d. Payments to Rhyno Lawn Pros, pursuant to a contract made without Board approval.

- e. 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.
 - f. 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.
 - g. 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.
60. 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 “routine bills” that could be paid in this fashion.

Audits

61. 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.
62. 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 Statue instructions.
 - f. Failure to maintain a current, complete, and detailed record of all capital assets.
63. The Auditor made many recommendations to resolve those and other problems at the District.

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

Tax revenue

65. 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.
66. The District has not used all such funds for emergency dispatching service, equipment, or services and continues to collect such funds through it is not currently itself providing or paying for another entity to provide for emergency dispatching service.
67. 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.
68. The District was presented with a proposed contract with the Cass County Dispatch, but the Board has not approved such a contract.

69. The District has no current contract for dispatch services that requires payment.
70. The District has not segregated and reserved for future use either funds received for emergency dispatching services or other funds in excess of the current budget, by placing such funds in a separate account or even by Board resolution.

CONTRACTS

Improperly Executed and Amended Contracts

71. The Chair/President or Vice Chair of the Board have improperly executed or modified contracts without advance of concurrent Board approval.
72. The District apparently has a contract for lawn mowing with Rhino Lawn Pros. With regard to that Contract:
 - a. On information and belief, the Rhino Lawn Pros contract was not publicly announced for bids or offers.
 - b. On information and belief, the Rhino Lawn Pros contract was executed by the District Manager prior to May 18, 2022.
 - c. The Rhino 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.
73. On or about May 26, 2022, the Vice Chair amended the District's contract with SmartProKC without Board approval, increasing the overall contract value, without having obtained Board approval at the Board's May 11, May 18, or any other meeting, to add and pay for another email account for the District Manager who was hired on April 26, 2022.
74. 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.
75. 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.
76. The Board Chair requested Director VanMeveren to sign a PSTrax Contract on May 15th, 2022 without seeking Board approval for that contract.
77. 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 to name a few 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.
78. The Board Chair and Secretary purportedly has failed to collect required contractor requirements upon being hired to conduct work for the District, to include but not limited to proof of contractor insurance, 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

79. 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.
80. 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

81. The District, through the Chair and Vice Chair of the Board has discriminated among directors, making some information available only to certain directors and giving authority only to certain directors, including by:
82. The District has locked Darvin Schildknecht out of Station 2, including the Board Room in which the books required by § 321.170 RSMo. are kept when 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.

83. 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, including to provide the attorney with information that the Chair has, on information and belief, been withholding from the attorney.

84. 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.

85. 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.

86. The Chair and Vice Chair have blocked Director's Schildknecht and VanMeveren from access to the District's host website, which prevents them from seeing applications submitted for positions posted, volunteer firefighter applications, sunshine requests, and distribution of emails coming in through the District's website.
87. 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 posed before the meeting.
88. 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 .
89. 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 preceding meetings, multiple, often mislabeled, documents and drafts without providing sufficient

information for the Directors to know what will be proposed or discussed.

90. The Chair and Vice Chair refuse to share with Directors Schildknecht and VanMeveren in advance the material or purpose of closed session meetings, thus restricting their ability to object going into closed session where subjects may be improperly addressed, so that their concerns about the scope of the closed session can be documented per RSMo 610.022.
91. The Chair and Vice Chair refuse to include Director's Schildknecht and VanMeveren in the development of policies, procedures, and all other board directives.

Providing confusing or inadequate information

92. 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.
93. The Board Chair refused to present the 2022 hard bound book to Director VanMeveren for review, despite multiple verbal and written requests.
94. 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 which were passed in reliance on such false or misleading information.

Bullying and intimidation of directors and the public

95. 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.

96. 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.

97. 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.

98. The Board Chair, Vice Chair, and Secretary have repeatedly made false accusations and shaming of Director Schildknecht for not voting the same as the Chair and Vice Chair in public meetings against Directors VanMeveren and Schildknecht.

99. The Chair, Vice Chair, Secretary, and District Manager send out multiple versions of agendas, policies, resolutions, and other documents just days before meetings without explaining or documenting what changes were made in the documents in attempts to create mass confusion and extreme difficulty to perform their duties as directors.

100. The Board Chair refuses to utilize Board packets as is best practices 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, up to just 2 hours before Board meetings, as well as new documents presented at the meeting itself.
101. 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.
102. The Secretary threatened Director VanMeveren at the July 6, 2022 Board meeting that if the Board voted to remove him, he would start the recall process to remove Director VanMeveren from the Board.
103. The spouses of the Chair, Vice Chair, and Secretary have attended Board meetings and heckled and harassed Directors Schildknecht and VanMeveren during Board meetings.
104. The Secretary and Vice Chair have made threatening statements both in the open meetings and outside the meetings.

105. 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.
106. Those efforts have adversely affected the health of Directors Schildknecht and VanMeveren.
107. The morning of July 19, 2022, the day before the Board’s July 20, 2022 meeting, someone came to the home of Director Darwin 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 Darwin 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.

108. 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.
109. A member of the public was followed out to their vehicle by a volunteer firefighter prior to the end of the July 20th meeting feeling threatened and intimidated.
110. 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.
111. The Chair and Vice Chair published an agenda for the August 3rd meeting, stating at the top of the agenda, thus publishing as a policy without Board approval, a restrictive policy on public comment that was meant to muffle, intimidate, threaten and harass the public and directors.
112. 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

113. The Vice Chair presented Director Schildknecht and Director VanMeveren with banking agreements that had been written over, crossed out and initialed after the illegal May 28, 2022, meeting that did not align with Board decisions made at the illegal May 28 closed meeting, and demanded their signatures on those agreements.
114. 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.
115. The Board Chair and Vice Chair presented false or misleading information regarding the proposed use of QuickBooks.
116. The Chair and Vice Chair represented at the June 15th, 2022 meeting 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 per June 15th, 2022 minutes.
117. Director VanMeveren tried to share documentation from QuickBooks with the Board to advise them 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.

118. Board Chair falsely stated to the Board that purchasing QuickBooks desktop version would not have annual costs for the District.
119. 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.
120. 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.
121. 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.
122. Vice Chair withheld from the Board at the July 20th, 2022 Board meeting that she had been sent the corrected banking forms from Community Bank of Raymore prior to the July 20, 2022 Board meeting to update the Tax ID records.

123. 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 to the Board for approval or consideration, then misled the Board at its meeting as to which documents have been approved by the attorney.
124. 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, presenting to the Board prior to attorney input or approval, which the 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.
125. The Chair presented the Board a proposed Bookkeeper contract at the June 15th, 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."

126. The Board Chair misrepresents Board meetings documents, policies, procedures, financial costs or professional advice from the District's attorney, banking representatives, CPA or other relevant sources, refusing to share proof of statements made that are often intentionally false or ill informed.
127. 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. 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.
128. 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.
129. The Chair and Vice Chair prepared resolutions demanding Directors VanMeveren and Schildknecht sign changing to the Tax Identification Number for a voluntarily dissolved Nonprofit

Corporation, Western Cass Fire Improvement Corporation on September 4, 2008.

130. 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 .
131. 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 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 he would need to have Director VanMeveren come down and be a 2nd signature on the change or remove her name from the account. Citizens Bank stated the Chair had replied, "I don't think she will do that."
132. At the August 3, 2022 meeting, the Chair intentionally misled the Board when presenting for a vote to terminate the subscription for ImageTrend, stating that it was required by the Sheriff's Dispatch

system the District must purchase the ESO software. The motion passed.

133. The Chair was provided via email on July 21st, 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 3rd party interfaces for the Cass County Sheriff’s dispatch system.
134. The Chair sent out a “Communications Agreement” on August 9th, 2022 outlining a contract for dispatching services for the District that did not make any specific software requirements to fulfill the contract.

ELECTION AND TERMS OF BOARD MEMEBRS

135. 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.
136. On June 14th, 2022, the Vice Chair reported to the County Clerk that the Vice Chair’s length of term is to expire April 1, 2028, when it appears to expire in one year, on April 1, 2023.

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

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

COUNT I: MISSOURI SUNSHINE LAW

139. Plaintiff incorporates here the allegations made in paragraphs 1-138.

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

- a. Holding Board meetings without the required public notice; and
- b. Considering in closed sessions matters not covered by § 610.021.

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, that the violations were knowing and purposeful, impose penalty 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

141. Plaintiff incorporates here the allegations made in paragraphs 1-140.

142. Each director of a fire protection district has the same rights and authority, pursuant to Chapter 321, as every other director.

143. The District, however, has discriminated among its Directors, denying rights and authority to some that it grants to others.

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

COUNT III: FINANCIAL MANAGEMENT

144. Plaintiff incorporates here the allegations made in paragraphs 1-143.

145. The President/Chair of the District's Board of Directors cannot transfer or pay out funds except by a majority vote of the Board.

146. 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 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

147. Plaintiff incorporates here the allegations made in paragraphs 1-146.

148. For the reasons set out in paragraphs 1-146, 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: SPECIAL MASTER

149. Plaintiff incorporates here the allegations made in paragraphs 1-148.

150. Removal of directors will leave the Board without a quorum to conduct business.

151. 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 grant such other relief as may be proper.

152. If directors are not quickly removed, the District is in danger of going into bankruptcy based on spending already approved and proposed that is not in the Board-approved 2022 or 2023 District budgets. Although in that circumstance the District Board would have a quorum and could theoretically function, as shown above it is apparent that a majority of the Board is unwilling to take the steps necessary to have full financial transparency and to keep spending within the budgeted resources available.

WHEREFORE Plaintiffs ask the Court to appoint a special master to operate the District until a quorum of the Board is in place or, if a quorum

remains in place, to supervise the District's finances to ensure that it is able to fulfill its statutory, public safety, and financial obligations.

Respectfully submitted,

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