



Board of Aldermen Request for Action

MEETING DATE: 7/21/2026

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3118-26, Authorizing the Mayor to Execute a Sidewalk Improvements Agreement with the Missouri Highways and Transportation Commission (MoDOT) for the Second Creek Sidewalk Project – 1st & 2nd Reading

REQUESTED BOARD ACTION

A motion to approve Bill No. 3118-26, authorizing and directing the Mayor to execute a Sidewalk Improvements Agreement with the Missouri Highways and Transportation Commission (MoDOT) for the Second Creek Sidewalk Project. First and Second Readings by title only.

SUMMARY

The City will complete the Second Creek Sidewalk Project, which includes construction of a sidewalk within MoDOT right-of-way along US 169 from Second Creek Road to Heritage Park.

As required by MoDOT, the City must enter into a Sidewalk Improvements Agreement accepting responsibility for the ongoing maintenance of the sidewalk located within the state highway right-of-way. Under the agreement, the City will be responsible for maintaining the sidewalk in a safe and operational condition, including repairs, snow and ice removal, debris removal, and other routine maintenance activities. Ownership of the sidewalk remains with the Missouri Highways and Transportation Commission.

Approval of this agreement satisfies MoDOT's requirement for the completed project and establishes the City's long-term maintenance responsibilities for the sidewalk improvements within the state right-of-way.

PREVIOUS ACTION

The Board previously adopted the FY2026 Budget and Capital Improvement Plan, which includes the Second Creek Sidewalk Project.

POLICY ISSUE

Continued infrastructure maintenance and public safety.

FINANCIAL CONSIDERATIONS

The City will be responsible for future maintenance costs associated with the sidewalk improvements located within MoDOT right-of-way. These costs are expected to be absorbed within the Public Works and Parks and Recreation operating budget as part of routine sidewalk and trail maintenance activities.

ATTACHMENTS

- ☒ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other

- ☒ Agreement
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE
A SIDEWALK IMPROVEMENTS AGREEMENT WITH THE MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE
SECOND CREEK SIDEWALK PROJECT**

WHEREAS, the City of Smithville (hereinafter, "City") is constructing the Second Creek Sidewalk Project, which includes sidewalk improvements within the Missouri Highways and Transportation Commission (hereinafter, "Commission") right-of-way along US-169 from Second Creek Road to Heritage Park; and

WHEREAS, the Commission requires the City to enter into a Sidewalk Improvements Agreement as a condition of constructing the sidewalk improvements within Commission right-of-way; and

WHEREAS, under the terms of the Agreement, the City will be responsible for the future maintenance of the sidewalk improvements located within the Commission's right-of-way.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

Section 1. That Sidewalk Improvements Agreement with the Missouri Highways and Transportation Commission for the Second Creek Sidewalk Project in substantially the form attached hereto as **Exhibit A**, incorporated into this ordinance as if fully set forth herein, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS 21st DAY OF JULY, 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 07/21/2026

Second Reading: 07/21/2026

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 12/24 (MWH)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Smithville (hereinafter, "Entity"), whose address is 107 W Main St, Smithville, Missouri 64089.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, US 169 located at Second Creek Rd; and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements; and

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

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is under US-169 from Second Creek Rd to Heritage Park in Smithville, Clay County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with

the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("Department" or "MoDOT") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks and lighting constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, lighting, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense. The Entity shall provide and maintain power for the installed luminaires at the locations designated.

(11) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(12) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(13) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the MoDOT's *Approved Products List for Traffic Signals and Highway Lighting*.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(15) ASSIGNMENT: The Entity shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(18) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(19) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (Title 42 United States Code (USC) Sections 2000d and 2000e, *et seq.*); and with any provision of the Americans with Disabilities Act (42 USC Section 12101, *et seq.*).

(20) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(23) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(24) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(25) VOLUNTARY NATURE OF AGREEMENT: Each party to this

Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(26) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(27) DURATION: Unless otherwise terminated pursuant to (10) or (17), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

By_____

By_____

Title_____

Title_____

ATTEST:

ATTEST:

Secretary to the Commission

By_____

Title_____

Approved as to Form:

Approved as to Form:

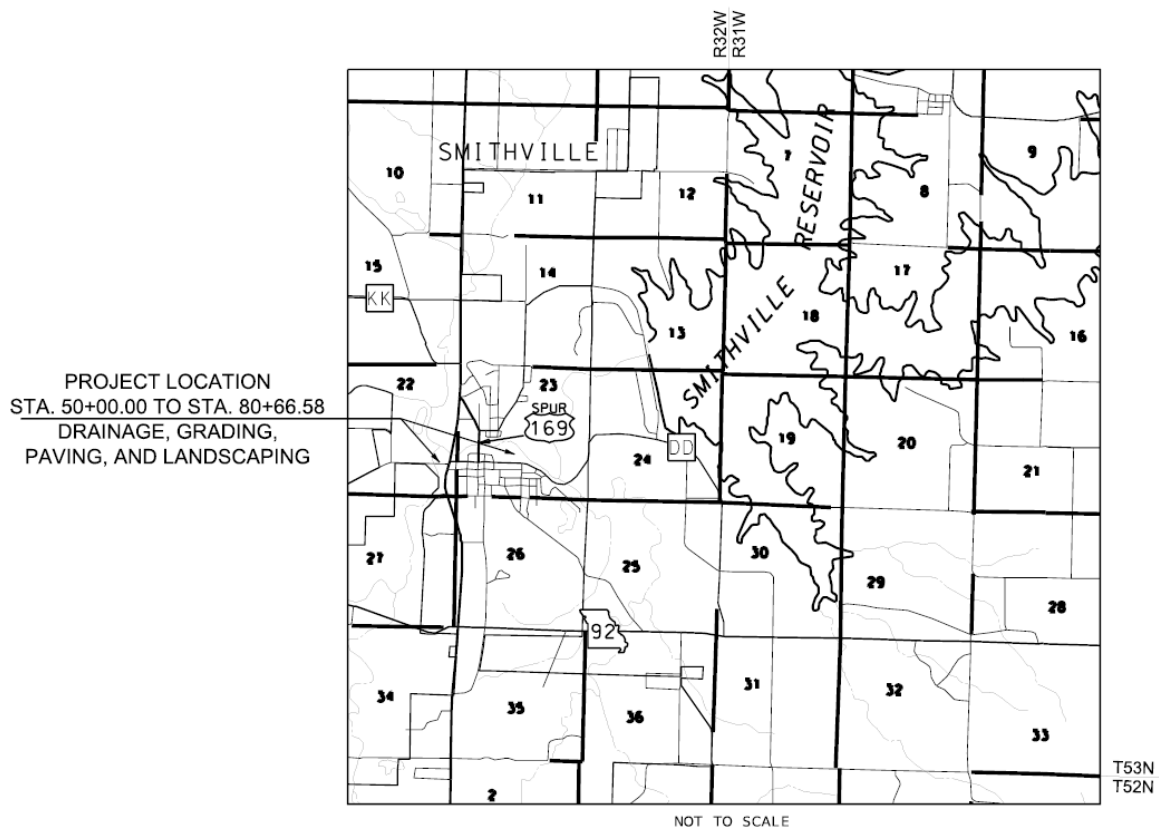
Commission Counsel

By_____

Title_____

Ordinance Number: _____

Exhibit A – Location Map



NOTES:

CONTRACTOR SHALL INSTALL A POLE DESIGNED TO CARRY THE LOAD OF PROPOSED SOLAR ASSEMBLY AND SUPPORT WIND LOADING. SOLAR ASSEMBLY SHALL BE CONSTRUCTED OF MARINE GRADE ALUMINUM OR STAINLESS STEEL.

SOLAR PANEL(S) SHALL BE INTEGRAL MONOCRYSTALLINE SILICON, AND SIZED TO SUPPORT 2 WALL MOUNTED LED LUMINAIRES OF TYPE II DISTRIBUTION, 3000K, AND MINIMUM 3,600 LUMENS. THE SYSTEM SHALL HAVE ENOUGH BATTERY STORAGE TO SUPPORT LUMINAIRES FOR UP TO 4 DAYS WITH LITTLE SUNLIGHT.

