



Board of Aldermen Request for Action

MEETING DATE: 3/24/2026

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3108-26, approve Shared Roads Agreement with Clay County and authorize the Mayor to execute the agreement. 1st and 2nd Reading

REQUESTED BOARD ACTION

A motion to approve Bill No. 3108-26, approving the Shared Roads Agreement with Clay County and authorizing the Mayor to execute the agreement. 1st and 2nd reading by title only.

SUMMARY

The City and the County entered into a shared road agreement in October 2010. Negotiations to amend/update the 2010 agreement have been ongoing since 2018.

Shared roads are roads that are on the edge of the City limits. Typically, property along either side of the road is within the City limits. Since 2010 the City has grown and certain roads within those growth areas are now used solely or the majority of motorists are City residents.

The agreement includes the City taking full maintenance for North Main Street from 180th Street to 188th Street and for NW 176th Street from Thomas Lane Road to H & H Lake Road. The majority of users of these roads are City residents and the majority of the property on both sides of the roads are within the City limits. The County recently completed improvements to North Main Street.

The City has budget authority in 2026 to make the needed improvements to 176th Street.

This agreement will be presented to the Clay County Commission on March 26, 2026.

The City and County also have a winter maintenance agreement that is driven by efficiency and productivity of snow removal. If either entity is driving past a road to get to another road then it makes sense for that entity to plow snow rather than skipping over that area. This agreement was amended in October of 2022.

PREVIOUS ACTION

In October of 2010 the City and County entered into a shared roads agreement.

POLICY ISSUE

Infrastructure maintenance

FINANCIAL CONSIDERATIONS

Road maintenance is a budgeted in the street division budget. There is \$100,000 to make the improvements to 176th Street in the 2026 budget.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: | |

AN ORDINANCE APPROVING THE SHARED ROADS AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, there exists certain roads that lie adjacent to the City limits within Clay County, Missouri, "Shared Roads"; and

WHEREAS, Clay County and City of Smithville each have the responsibility to maintain portions of these Shared Roads; and

WHEREAS, the parties are desirous of entering into a cooperative agreement under §70.220 RSMo. for the purpose of allowing the parties to maintain and repair those identified Shared Roads.

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

SECTION 1. That the Shared Roads Agreement between the City of Smithville, Missouri and Clay County, Missouri in substantially the form attached hereto as Exhibit A, incorporated into this Ordinance as if fully set forth herein, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 24th day of March, 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/24/2026

Second Reading: 03/24/2026

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 24th day of March, 2026, by and between the County of Clay, State of Missouri, hereinafter referred to as "Clay County" and the City of Smithville, State of Missouri, hereinafter referred to as "City of Smithville."

This Agreement shall serve to terminate and replace any previous agreements and amendments thereto between Clay County and City of Smithville regarding shared common road maintenance.

WHEREAS Clay County and City of Smithville each have the responsibility to maintain portions of certain roads located in Clay County, Missouri (said portion of these roads are set forth in exhibit A, attached hereto, and are hereinafter referred to as "roads");

WHEREAS there exists an ongoing need and responsibility to maintain said roads, which will mutually benefit both parties;

WHEREAS annexation by the City of Smithville has resulted in the inclusion of some roads into the City of Smithville that previously were not included;

AND WHEREAS the City of Smithville and Clay County entered into a cooperative agreement on October 18, 2022 for the purpose of snow and ice removal on the roads specified in exhibit B attached hereto and incorporated in this Agreement;

AND WHEREAS, the parties are desirous of entering into a cooperative agreement under §70.220 RSMo for the purpose of allowing the parties to maintain and repair the roads;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follow:

1. Upon execution of this agreement, Clay County and City of Smithville do hereby agree to maintain and repair the portions of the roads set forth in exhibit A, attached hereto.
2. *Term.* This cooperative agreement will take effect upon approval of Clay County and the City of Smithville and shall have a term of five (5) years. This agreement shall automatically continue for successive five (5) year terms unless either party gives written notice to the other party ninety (90) days before expiration of any term of their intent not to renew. Each party shall approve and maintain this agreement pursuant to §70.230 RSMo.
3. *Entire Agreement.* This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any term of this agreement, unless done in writing and executed by the governing bodies of Clay County and City of Smithville.
4. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

5. *Waiver.* The failure of either party to this agreement to object to or to take affirmative action with respect to the conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach or wrongful conduct.
6. *Notices.* All notices pertaining to this agreement shall be in writing and transmitted by either personal hand delivery or through the United States Post Office certified or registered mail return receipt requested. All notices to Clay County shall be sent to Clay County Road & Bridge, 16616 NE 116th Street, Kearney, MO 64060. All notices to City of Smithville shall be sent to City of Smithville, 107 W Main Street, Smithville MO 64089. Parties may give written notice of a change of address at any time.
7. *Annexation.* City of Smithville agrees to notify Clay County of annexation by the City when any County owned or maintained road will be affected by such annexation. Notification shall be at least 30 days prior to annexation date and shall be sent to the notice address above.
8. *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.
9. *Binding Effect.* The provisions of this agreement are binding on the parties hereto, their heirs, successors and assigns.
10. *Permits.* If a property is within the City limits and the road belongs to or is maintained by the County, the City will be responsible for issuing the driveway permit. If a property is in rural Clay County and the road belongs to or is

maintained by the City of Smithville, the County will be responsible for issuing the driveway permit. All such driveways must meet the requirements of both the City and the County.

11. *Ownership Transfer.* Clay County replaced an under-road culvert tube near 18525 North Main Street and completed asphalt overlay of North Main Street between NE 180th Street and NE 188th Street. City of Smithville agrees that this work has been completed satisfactorily. The City of Smithville will take full ownership and maintenance responsibility for North Main Street between NE 180th Street and NE 188th Street and for NW 176th Street from Thomas Lane Road to H & H Lake Road effective immediately.

12. *Review.* The Public Works Director of the City of Smithville and the Road and Bridge Director of the County shall annually review the terms and performance of this agreement. They will provide recommendations, if necessary, to their respective City and County Administrators for any amendments or updates to the agreement. These annual updates can be incorporated by an amendment signed by the City and County Administrators.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF SMITHVILLE

By:

Damien Boley, Mayor

Cynthia Wagner, City Administrator

Attest:

Linda Drummond, City Clerk

COUNTY OF CLAY, MISSOURI

By:

Presiding Commissioner

Approved As to Form:

County Counselor

Attest:

County Clerk

Exhibit A

CLAY COUNTY WILL MAINTAIN		
Road description	Shared ownership portion	Portion belonging to Smithville
NW 188 th Street west of U.S. 169 Highway	2588	2793
NE 188 th Street east of Eagle Parkway (Old F Highway)	1549	1077
H&H Lake Road north of NE 179 th Street	2350	1912
Thomas Lane from KKHwy north to SV city limit	1291	
NE 132 nd Street east of Kansas City city limit to Smithville City Limit	1901	
NE 144 th Street east of Virginia Avenue	3824	1065
Mt. Olivet west of MO DD Highway	975	1685
Platte County Line Rd NW 188th south to Smithville City Limit		2708
TOTAL FEET	14,478	11,240
TOTAL MILES	2.74	2.13

CITY OF SMITHVILLE WILL MAINTAIN		
Road description	Shared ownership portion	Portion belonging to Clay County
NW 164 th Street east of Clay/Platte county line	1120	774
Second Creek Bridge/West Main Street	1368	
H&H Lake Road south of NE 179 th Street	1209	
NW 134 th Street west of U.S. 169 Highway	4591	
Tillman Road south of MO 92 Highway	3330	586
Wise Road east of Tillman Road	1355	721
NE 188 th Street east of U.S. 169 Highway to MO F Highway	2616	
Amory Road/NE 140 th Street west of Virginia	1965	
TOTAL FEET	17,554	2081
TOTAL MILES	3.32	0.39