



Board of Aldermen Request for Action

MEETING DATE: 3/3/2026

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3099-26, an Ordinance authorizing the Mayor to sign the Missouri Highways and Transportation Commission Cost Share Agreement for the US 169 Highway / Richardson Street Improvements Project – 1st and 2nd Readings

REQUESTED BOARD ACTION

A motion to approve Bill No. 3099-26, authorizing and directing the Mayor to execute a Cost Share Agreement with the Missouri Highways and Transportation Commission for the US 169 Highway and Richardson Street Improvements Project. First and Second Readings by title only.

SUMMARY

The City of Smithville submitted a Cost Share application to the Missouri Department of Transportation (MoDOT) for improvements at the intersection of US 169 Highway and Richardson Street. The application has been approved.

The project includes installation of a new traffic signal and related intersection improvements. The intersection now meets MoDOT traffic signal warrants due to recent development activity in the area.

Under the approved Cost Share Program agreement, MoDOT will participate in 50% of eligible construction costs, not to exceed \$541,910.

Project	MODOT	City	Developer	Total
Richardson St / 169 improvements	\$541,910	\$450	\$200	\$1.2M

Developer contributions include:

- Jolarub (La Fuente’s Owner) and McBee’s each paid \$50,000 in 2023 (\$100,000 total) at the time of plat recording.
- Richardson Street Plaza paid \$100,000 in December 2025 prior to plat recording.

Those amounts were based upon MoDOT’s original engineer’s estimate of approximately \$400,000 at that time, with developers contributing roughly half of the estimated cost. Construction cost estimates have since increased due to market conditions.

No additional existing businesses contributed, as they have operated at this location for decades and the signal warrants were only recently met due to new development.

Engineering for the project will begin in 2026, with construction anticipated in 2027.

PREVIOUS ACTION

Included in the proposed 2027 Capital Improvement Plan.

POLICY ISSUE

Continued service, infrastructure maintenance.

FINANCIAL CONSIDERATIONS

The City's share will be funded through developer contributions and City funds. This project is included in the Capital Improvement Program under the Transportation Sales Tax Fund. The FY2026 budget includes funding for engineering services, and the FY2027 budget will include the City's construction share.

ATTACHMENTS

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE US-169 HIGHWAY AND RICHARDSON STREET INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the City of Smithville (hereinafter, "City") applied to the Missouri Highways and Transportation Commission (hereinafter, "Commission") Cost Share Program for improvements at the intersection of US-169 Highway and Richardson Street; and

WHEREAS, the Commission's Cost Share Committee has approved the City's application; and

WHEREAS, the improvements include the signalization of the intersection of US-169 Highway and Richardson Street and pedestrian crossing improvements.

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

Section 1. That the Cost Share Agreement with the Missouri Highways and Transportation Commission for the US-169 Highway and Richardson Street intersection improvement 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 3rd DAY OF MARCH, 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/03/2026

Second Reading: 03/03/2026

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 02/25 (MWH)
Modified: 02/26 (ACO)

Route US 169 and Richardson St
County Clay
Project No. KU0492
City of Smithville
Agreement No: 2025-12-89086

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Smithville (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on December 11th, 2025, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Entity of City of Smithville in the cost of the Commission's Project KU0492.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

US-169 and Richardson St just north of Mo-92.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) 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 representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

(6) 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.

(7) 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 this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: With regard to project responsibilities under this agreement, the parties agree to the following.

(A) The Entity shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Entity shall follow the Commission's Local Public Agency (LPA) process.

(C) The Entity shall provide preliminary engineering for the preparation of detailed utilities and construction plans and project specifications. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(E) The Commission will oversee preliminary engineering review and construction engineering review from district's operating budget.

(F) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's written concurrence in the award. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity fails to comply with this provision, the Commission is under no obligation to continue participation in the project.

(G) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission right of way to perform any obligations under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(H) The Entity shall be responsible for the construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria, specifications and requirements established and adopted by the Commission and in accordance with the current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which shall be furnished by the Commission upon request, and absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) Total project cost is estimated at one million ninety-eight thousand eight hundred and twenty dollars (\$1,098,820), which includes preliminary engineering, preliminary engineering review, utilities, construction, construction engineering review and inspection.

(B) The Entity will be responsible for fifty percent (50%) of the total project cost. The total project cost will include preliminary engineering, preliminary engineering review, utilities, construction, construction engineering review and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The current estimate of the Entity's responsibilities is five hundred forty nine thousand four hundred and ten dollars (\$549,410).

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at five hundred forty-nine thousand four hundred and ten dollars (\$549,410). The Commission shall provide five hundred forty-one thousand nine hundred and ten dollars (\$541,910) from the Commission's Cost Share program. Of this amount, forty-three thousand nine hundred dollars (\$43,900) will be available in State Fiscal Year 2026, and four hundred ninety-eight thousand and ten dollars (\$498,010) will be available in State Fiscal Year 2027. Preliminary engineering review and construction engineering review services by its District personnel estimated to total seven thousand five hundred dollars (\$7,500).

(D) The Entity is responsible for the balance of the project in excess of five hundred forty-nine thousand four hundred ten dollars (\$549,410). Underruns for the cost share eligible project will be based on the pro rata share.

(10) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (9) for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all contributions by the Commission under this Agreement to exceed five hundred forty-one thousand nine hundred and ten dollars (\$541,910) as approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final reimbursement request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the Program Time Period to ensure reimbursement by the end of the SFY.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(12) 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.

(13) 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.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the

event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(15) 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.

(16) 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.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) 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.

(20) 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.

(21) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Kansas City District Engineer
600 NE Colbern Rd
Lee's Summit, MO 64086

[Entity] to: City of Smithville
Attn: Public Works Director
107 West Main Street
Smithville, MO 64089

or to such other place as the parties may designate in accordance with this Agreement.

(22) 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.

(23) 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 ("MoDOT" or "Department") 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.

(24) 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.

[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 this March 3, 2026 (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

Title _____

By _____
Damien Boley
Title Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Linda Drummond
Title City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Padraic Corcoran
Title: City Attorney

Ordinance No 3294-26

Exhibit A- Location

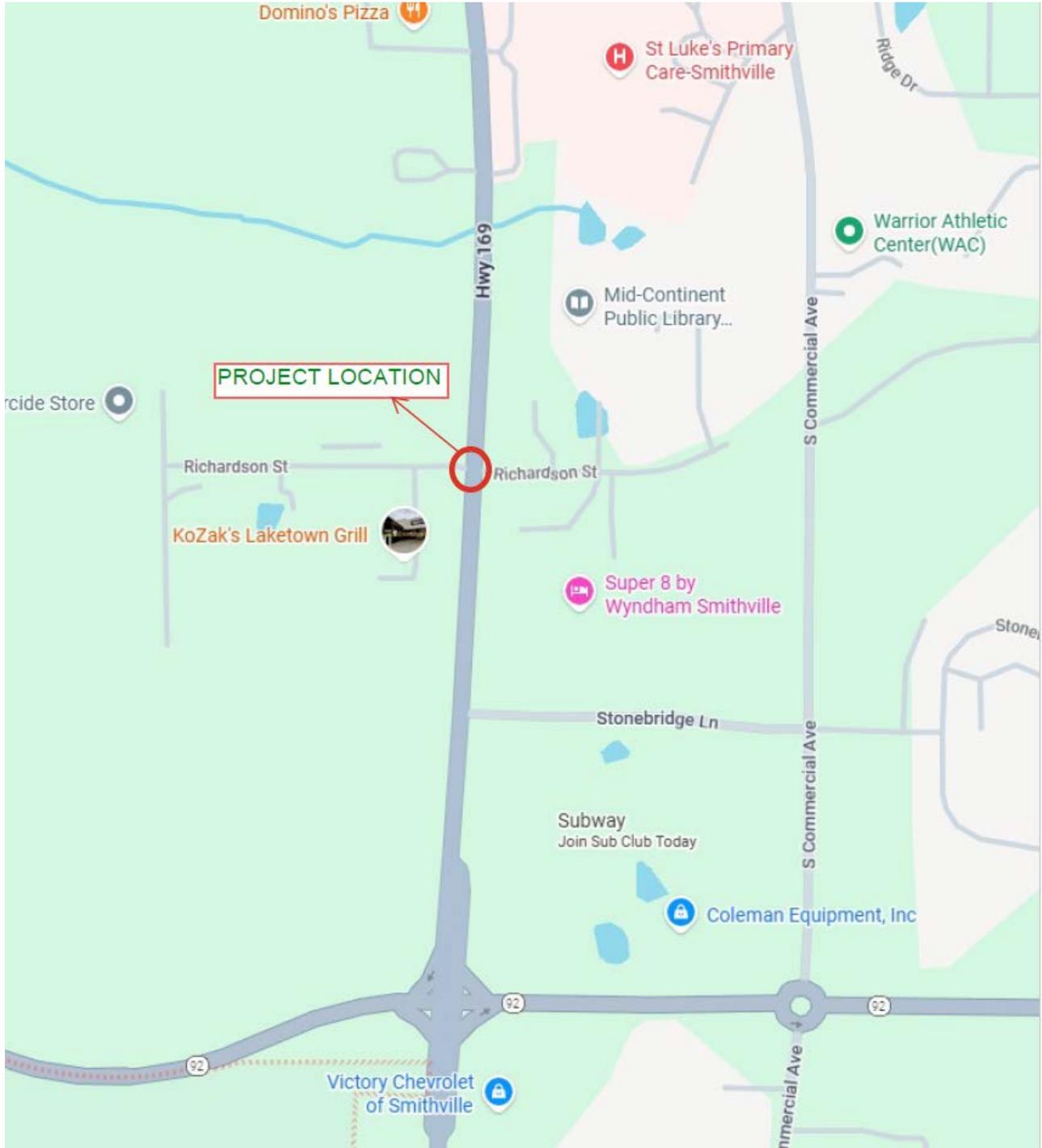


Exhibit B – Cost Breakdown

MoDOT Project Number: KU0492

Description: Install new traffic signal system, ADA pedestrian accommodation and minor median improvements at Route 169 and Richardson Street.

Total Project Cost Estimate: \$1,098,820

Local Entity: City of Smithville

	Current Estimate	MoDOT Share	Entity Share
Preliminary Engineering	\$90,300	\$43,900	\$46,400
PE Review	\$2,500	\$2,500	
Right of Way	\$0		
Right of Way Incidentals	\$0		
Construction	\$911,020	\$453,010	\$458,010
Utilities	\$25,000	\$12,500	\$12,500
Construction Engineering	\$65,000	\$32,500	\$32,500
CE Review	\$5,000	\$5,000	
Total	\$1,098,820	\$549,410	\$549,410

Project Responsibilities:

Preliminary Engineering	City of Smithville
Utilities	City of Smithville
Construction Letting	City of Smithville
PE Reviews	MoDOT
Construction Engineering	City of Smithville
CE Review	MoDOT

Financial Responsibilities

MoDOT KC District Funds	\$7,500
Cost Share Funds	\$541,910
Entity	\$549,410
Total	\$1,098,820

How are overruns and underruns handled? The Entity shall be responsible for the balance of the cost share eligible project in excess of five hundred forty-nine thousand four hundred ten dollars (\$549,410). Underruns for the cost share eligible project will be based on the pro rata share.