



**City of Smithville, Missouri**

**Board of Aldermen - Work Session Agenda**

**Tuesday, October 15, 2024**

**5:30 p.m. – City Hall Council Chambers and Via Videoconference**

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Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the City's YouTube page.

For Public Comment via Zoom, please email your request to the City Clerk at [ldrummond@smithvillemo.org](mailto:ldrummond@smithvillemo.org) prior to the meeting to be sent the meeting Zoom link.

1. Call to Order
2. Credit Card Processing
3. Discussion of Excavation Fees
4. Discussion City/County Shared Roads
5. Discussion of Public Safety Sales Tax
6. Adjourn


Join Zoom Meeting

<https://us02web.zoom.us/j/89018932232>

Meeting ID: 890 1893 2232

Passcode: 350470



|   |                              |
|---|------------------------------|
|  | <div>STAFF REPORT</div>      |
| <b>Date:</b>  | October 15, 2024             |
| <b>Prepared By:</b>   | Rick Welch, Finance Director |
| <b>Subject:</b>   | Conversion to Tyler Payments |

On Wednesday, September 25 the administration and finance teams had a meeting with Lori Dudley, the City of Smithville's Tyler Technologies' Account Representative. During this call staff was made aware of January 1, 2025, partnership end date between Tyler Technologies (Tyler) and Elavon, the payment processor the City of Smithville (the City) uses for credit card payments. Alternative payment options included Global Payments Integrated (formerly OpenEdge Payments, LLC) and Tyler Payment Processing. Global Payments, a third-party partnership with Tyler, will be the final remaining third-party partnership with an unknown future according to Lori. Tyler Payment Processing is an inhouse credit card processing module.

On Tuesday, October 1 I had a call with Peter Dudley, Payments Strategy & Security Consultant with Tyler. Peter echoed Lori's comments but reassured the city that payment processing with Elavon will not end on January 1, 2025. Although Peter made clear that it is imperative the City decides on payment processing soon. There is no guarantee that Elavon will continue a good working relationship with Tyler. Moving to Global Payments does not guarantee a long-term relationship with Tyler either.

The City is recommending a change to Tyler Payment Processing. Current specifics with this module include a no out-of-pocket cost implementation outside of the credit card readers, approximately \$700 each, and a two- or three-month implementation timeline. Current costs to the customer are a 2.5% transaction fee, and an additional \$1.25 transaction fee if made online. Both costs are paid for by the customer. There would be no change in cost, and possibly a deduction in the 2.5% transaction fee as Peter mentioned the Tyler Payment transaction fee is currently less.

Further discussion and proposed direction are desired from the Board by staff. Proposed implementation timeline by staff is April 2025 – June 2025.

A stack of credit cards is shown, with a yellow card prominently displayed on top. The cards are slightly fanned out, showing various colors like blue, red, and white. The background is a dark, textured surface. The text is overlaid on the yellow card.

# **CITY OF SMITHVILLE CREDIT CARD CONVERSION**

**October 15, 2024**



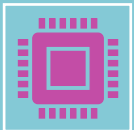
# What Is Changing?



**The City has been informed that Tyler Technologies partnership with Elavon Credit Card Processing will end January 1, 2025. Credit card processing will not end on that date, just the Tyler partnership.**



**Tyler Technologies works with only one other third-party credit card processor, Global Payments (formerly OpenEdge Payments). Moving to Global Payments does not guarantee a long-term relationship.**

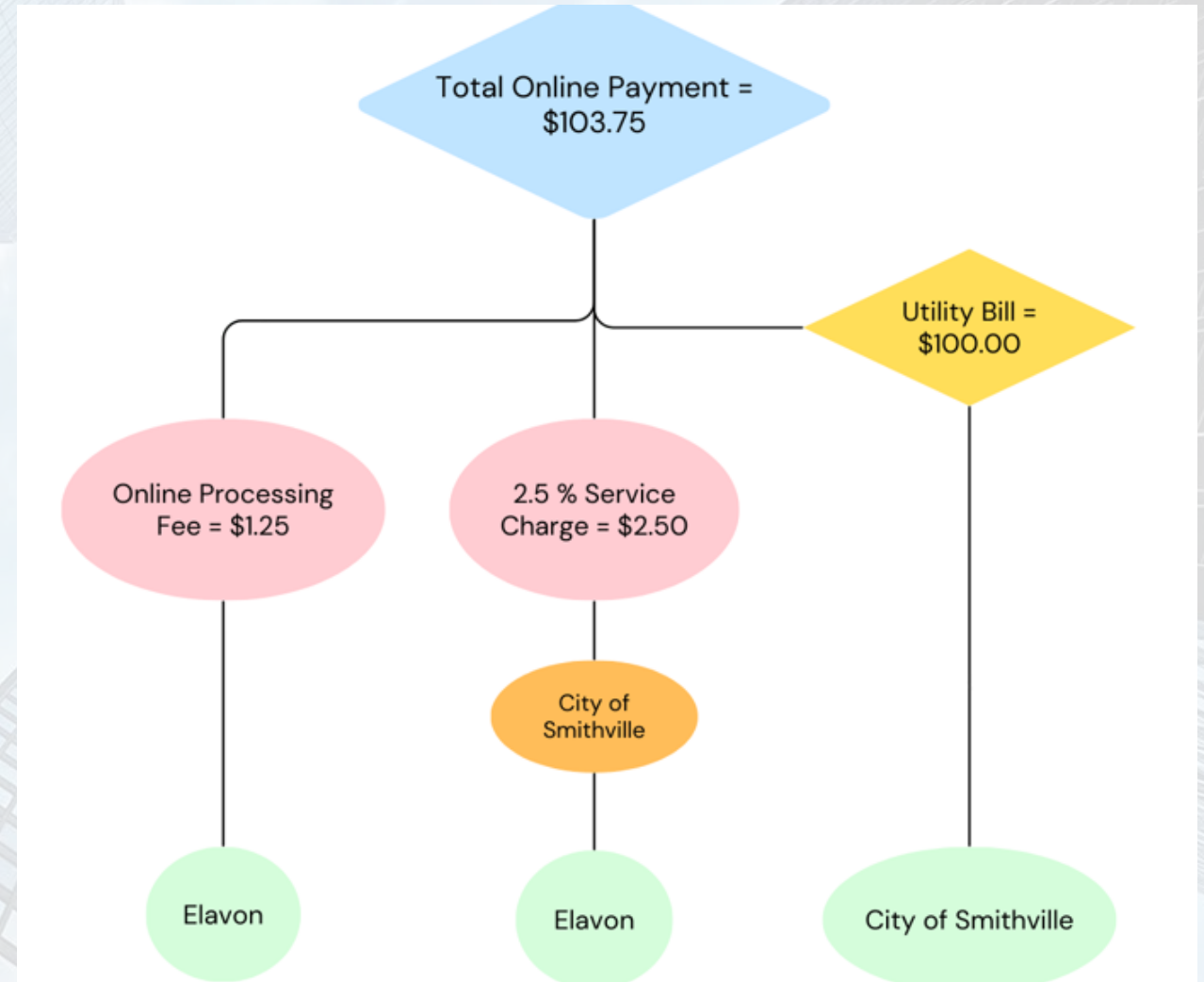


**Second option is Tyler Payment Processing, an inhouse credit card processing module.**



# EXAMPLE OF A \$100 UTILITY PAYMENT PAID ONLINE

- **Online processing fee of \$1.25 is a convenience fee kept by Elavon. This is a flat fee.**
- **Service charge of \$2.50 represents a 2.5% transaction cost collected by the City and remitted to Elavon monthly.**
- **Original utility invoice of \$100 is retained by the City.**
- **Total cost of a \$100 utility bill made online is \$103.75.**
  - **\$102.50 if paid in person with credit card**
  - **\$100 if paid in person with cash or check**
  - **\$100 if customer sets up ACH with the City**







# Request for Direction

- **Staff is recommending a conversion to Tyler Payment Processing.**
- **No out-of-pocket implementation cost, except the purchase of credit card readers starting at \$700.**
  - **Tap to pay**
  - **PCI 3.0 compliant credit card security**
- **Two- or three-month implementation timeline.**
  - **Staff recommends an April – June 2025 timeframe.**
- **Possible reduction in the 2.5% transaction fee.**



## STAFF

## REPORT

|              |   |
|--------------|---|
| Date:        | October 3, 2024                                 |
| Prepared By: | Charles F. Soules, PE, Director of Public Works |
| Subject:     | Excavation Fee                                  |

Contractors working in the right-of-way (R/W) are required to restore the R/W to the original condition. This also includes repairing any improvements (street, curb and sidewalk) to City standards.

In 2022 the City approved an excavation fee for excavations in the street, curb and sidewalk. The fees were based on the size of the excavation and included within the schedule of fees (attached). The excavation fee is not for the repair of the street, sidewalk or curb, it is to reflect the effect / degradation of the infrastructure caused from the excavation.

When someone needs to install, repair or replace infrastructure within the right-of-way they need to obtain a permit from the City. This work could be a resident needing to repair their sewer service or a utility providing gas, electricity, communications or broadband services. The permit fee for a single excavation in the right-of-way is \$25 per location. Franchise holders may do several projects in a year and can opt for an annual permit of \$250. In addition to the permit fees, a two year bond is required to guarantee that the right-of-way restoration is satisfactory. For a single (one location) permit the bond is \$5,000. For a multi-location permit the bond is \$25,000. Insurance and a business license is also required for the contractor doing the work.

If the excavation includes removal of sidewalk, curb or the street, the city requires an excavation fee. Again, this fee is not for the repair of the excavated improvement but a degradation fee. The life of a pavement is never the same after an excavation is completed. The excavation fee is based on the square yards of pavement removed (linear feet of curb removed or square feet of sidewalk).

Since the schedules of fees were approved in 2022, contractors have been very aware of street cuts. Contractors will minimize the size of an excavation, find an alternative location for their infrastructure or alternative method of construction (i.e. boring). The City has also tightened up backfill requirements and staff does inspect contractors digging/ excavating, backfill and repair of the pavement section.

The Commercial Street sidewalk is under contract and the contractor will be starting soon. AT&T has major communications cables in Commercial Street right-of-way that are in conflict with the sidewalk project. AT&T is currently working on the relocation of



their facilities on Commercial. AT&T has a right-of-way permit and City staff are working closely with them ensuring the road gets repaired to our standards. Due to the size of the relocation, the excavation fee based on the current schedule of fees would amount to \$156,000. As mentioned previously, the excavation fee is meant to encourage alternatives to digging in the street and provide for the degradation of road. There really is not an alternative other than placing the AT&T infrastructure under the street. There is limited space behind the curb and the existing cables have to remain in service until the new lines are installed. The city also has a watermain behind much of the curb on Commercial.

When the schedule of fees was established, it was never envisioned that we would need such a large excavation. Typically, the cost estimate for a residential sewer main repair, which is a 3 X 15 feet street excavation, would total \$975.00.

Street Cut: 45 Sq Ft X \$20 = \$900

Curb Cut: 5 Linear Ft X \$15 = \$75

Sidewalk Cut: 0 Sq Ft X \$10 = \$0

Total: \$975.00

This project is not typical, but necessary for the City's Commercial Street sidewalk project to be completed. AT&T has been a good partner providing the necessary easements for the sidewalk project and completing this relocation, all at their cost. The contractor has also been very good to work with.

Commercial Street is 6 inches placed on a clay subgrade. AT&T is placing flowable fill in the trench with a 10-inch concrete cap. Flowable fill is used as a backfill material and will not settle, shrink or expand. It is not susceptible to freeze thaw cycles as is clay. The repair to the road will be structurally better than the existing street. Commercial Street will be overlaid once the sidewalk project is completed.

Staff would propose an amendment to the schedule of fees, for excavations greater than 1000 square feet the fee be reduced to \$5 /sf as opposed to the current fee of \$20/sf. This project is 2600 feet long and 3 feet wide, totaling 7800 sq. ft. For this project the excavation fee would then be \$39,000 (7800 sf x \$5 /sf), which is more in line with what other communities are charging and more reflective of the degradation of the road. As an example, Platte City charges \$10 per linear foot of the excavation, this project is 2600 feet at \$10 per linear foot for a permit fee of \$26,000.

Pending the Boards direction, staff will bring an amendment to the schedule of fees, that is on your regular agenda this evening, at the November 19 Board of Alderman meeting.

## **Public Works – Proposed Excavation Fees**

As a part of the schedule of fees process, Public Works staff is proposing an excavation fee for making cuts in the City's street, curb, and sidewalk infrastructure. Currently, the City does not have a fee for any street, sidewalk, or curb cuts. The City charges a \$25.00 Right-Of-Way Fee and a \$25.00 Inspection Fee.

When researching nearby communities, most municipalities have a type of excavation fee. There are different forms that this excavation fee is collected: permit fees, surety bonds, excavation fees, boring fees, and a deposit. One community has a facilities maintenance fee when there is no excavation, but there is a street / sidewalk closure.

Excavation is defined as any work in the surface or subsurface of the public ROW, including, but not limited to opening the public ROW; installing, servicing, repairing, or modifying any facility or facilities in or under the surface or subsurface of the public right-of-way, and restoring the surface and subsurface of the public right-of-way. Streets degrade over time and some communities implement what is known as a degradation fee. This is an estimated fee established at the time of permitting by the local government unit to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation.

If the City implemented a fee, the revenue would be used for future street and sidewalk maintenance. The additional revenue would allow for an expansion of the mill and overlay program, pothole repairs, crack sealing, and sidewalk improvements.

Potential Options for Implementation:

- Excavation Permit Fee Options
  - Annual Permit Fee for Franchise Agreements
  - Non-Franchise Permit Fee
- Degradation Fee Options
  - Base Rate
  - Multiplier Based upon Age of Street

- Linear Footage
- Security Bond
- Facilities Maintenance Permit Fee

### **Proposed Excavation Fees - Staff Recommendation**

Staff recommends implementing an Excavation Permit Fee when excavating in a street, curb, and/or sidewalk. Staff will continue to research degradation fees in the future. Please see below for the recommended fee schedule:

One Time Non-Franchise Right of Way Excavation Permit:

- Permit Fee: \$20
- Street Cut: \_\_\_\_ Sq Ft X \$20
- Curb Cut: \_\_\_\_ Sq Ft X \$15
- Sidewalk Cut: \_\_\_\_ Sq Ft X \$10

Annual Excavation Permit fee for franchises and owners of facilities that maintain more than 1,000 lineal feet of facilities within the public right-of-way:

- Permit Fee: \$250
- Street Cut: \_\_\_\_ Sq Ft X \$20
- Curb Cut: \_\_\_\_ Linear Ft X \$15
- Sidewalk Cut: \_\_\_\_ Sq Ft X \$10

### **Excavation Fee Costing Example**

A Franchise Company would pay \$250 per year for a permit. A One Time Non-Franchise would pay a \$35 fee.

The cost estimate is for a typical residential sewer main repair, which is a 3 X 15 feet street excavation.



- Street Cut: 45 Sq Ft X \$20 = \$900
- Curb Cut: 5 Linear Ft X \$15 = \$75
- Sidewalk Cut: 0 Sq Ft X \$10 = \$0
- **Total: \$975**

It is important to note that the fee schedule *would not cover the repairs and replacement*. The repair and replacement of streets/curb/sidewalk should remain as the responsibility of the applicant. This is not a complete solution to the deterioration of roads due to street cuts, but this is an opportunity to provide additional revenue and in hopes that contractors will be more mindful before cutting into City streets, curbs, and sidewalks.

Staff plans to bring this information forward with the discussion of the schedule of fees. If the Board of Aldermen would like staff to pursue this permit fee, we will bring a more robust policy forward for potential approval. The new policy may include some revisions to the current Section 510.030 (Franchise or Rights-Of-Way Agreement).

**Continue to Next Page for Excavation and Degradation Fee Research**

## Excavation and Degradation Fee Research (Nearby Communities)

| Municipality                 | Fees                       | Regulations   |
|------------------------------|----------------------------|---|
| <b>North Kansas City, MO</b> | Yes<br>(Excavation Permit) | A Right-of-Way and Utility Excavation Permit must be obtained before any construction, installation, or excavation work within the city right-of-way can be done. Right-of-Way and Utility Excavation permits require sufficient drawings, plans and specifications, along with a \$1,000 surety bond in place and a \$50.00 permit fee. Excavation permit applications and associated plans may be submitted to the Public Works Department.   |
| <b>Weston, MO</b>            | Yes<br>(Excavation Permit) | <p>It is unlawful for any person or persons, company, or corporation to excavate any pavement for any purpose in any street or alley in the City of Weston, Missouri, without first securing a permit from the City of Weston to perform such work and giving bond to replace said street or alley to its original condition as before said excavation. Said permits shall expire after fourteen (14) calendar days. Extensions for any all reasons must be requested of the Director of Public Works.</p> <p>B. A security bond for any such excavation in any street or alley in the City of Weston, Missouri, shall be ten dollars (\$10.00) per square foot of estimated excavation and shall be paid in advance of any said excavation.</p> <p>C. The Director of Public Works must inspect all such excavations and pass upon the condition of restoration of pavement before refund of deposit is made.</p> <p>D. Any violation of this Section shall result in the immediate default of said security bond.</p> <p>E. Failure to post said street bond shall be deemed a misdemeanor. Any person convicted under the provisions of this Section shall be deemed guilty of a misdemeanor and shall be punished by a fine based on the square footage of opening for each such violation in Subsection (B) above.</p> |

| Municipality           | Fees                                 | Regulations   |
|------------------------|--------------------------------------|---|
| <b>Raymore, MO</b>     | No                                   | N/A   |
| <b>Parkville, MO</b>   | Yes (Right of Way Permit)            | For ROW construction only - deposit or bond in the amount of \$500.00 for any cuts, tunnels, or excavation in, through or under any street, sidewalk, alley, or similar public place.   |
| <b>Platte City, MO</b> | Yes (Right of Way Excavation Permit) | <p>One Time Non-Franchise Right of Way Excavation Permit:</p> <ul style="list-style-type: none"> <li>• Permit Fee: \$35</li> <li>• Street Cut ____ Linear Ft X \$10</li> <li>• Curb Cut: ____ Linear Ft X \$10</li> <li>• Sidewalk Cut: ____ Linear Ft X \$10</li> </ul> <p>Annual Excavation Permit fee for franchises and owners of facilities that maintain more than 1,000 lineal feet of facilities within the public right-of-way:</p> <ul style="list-style-type: none"> <li>• Permit Fee: \$250</li> <li>• Street Cut ____ Linear Ft X \$10</li> <li>• Curb Cut: ____ Linear Ft X \$10</li> <li>• Sidewalk Cut: ____ Linear Ft X \$10</li> </ul> <p>The excavation fee is a degradation fee, not a replacement fee. The repair and replacement of streets/curb/sidewalk is the responsibility of the applicant.</p> |
| <b>Kearney, MO</b>     | Yes (Excavation Deposit)             | SECTION 510.030 DEPOSIT REQUIRED: Where it shall be necessary to make an excavation within the limits of any streets, alley or sidewalk, the applicant for an excavation permit shall, before receiving a permit, deposit with the Building Inspector a security deposit in the amount of two hundred fifty dollars (\$250.00), such deposit to apply to payment for the proper repair of such excavation in accordance with the terms of this Article.   |



| Municipality         | Fees   | Regulations  |
|----------------------|--|--|
| <b>Liberty, MO</b>   | No (Requires a performance/maintenance bond for 2 years) | <p>Performance and maintenance bond for 2 years from and after completion. Right-Of-Way Permit fee is determined by number of homes / unit block affected.</p> <p>One Home: \$45</p> <p>Max Per Unit Block: \$200</p>  |
| <b>Gladstone, MO</b> | Yes (Excavation Permit)                                  | <p>Excavation Permit Fees</p> <p>Minor Projects</p> <ol style="list-style-type: none"> <li>1. Projects with a single excavation no greater than 150 square feet - \$75 per excavation (non-refundable base fee).</li> <li>2. Contiguous lineal installations no greater than one hundred feet including those facilities installed by boring - \$75 per location (non-refundable base fee).</li> </ol> <p>Major Projects</p> <ol style="list-style-type: none"> <li>1. Contiguous lineal installations greater than one hundred feet including those facilities installed by boring - \$75 for the first one hundred feet plus \$37.50 for each additional one hundred feet thereafter.</li> </ol> <p>Facilities Maintenance Permit Fee (No Excavation)</p> <ol style="list-style-type: none"> <li>1. Facilities Maintenance Permit that requires a lane closure on a collector or arterial street or complete closure of any residential street - \$37.50 per location.</li> <li>2. All other facility maintenance work that does not require excavation or street/lane closure – No fee</li> </ol> |

|              |   |
|--------------|---|
| Date:        | October 3, 2024                                 |
| Prepared By: | Charles F. Soules, PE, Director of Public Works |
| Subject:     | Shared Roads                                    |

In August of 2010 the Board approved Ordinance 2764 entering into an intergovernmental cooperative agreement with Clay County for road repairs (attachment 1) The agreement outlined certain maintenance responsibilities on various roads that are partially inside the city limits and various other shared jurisdictional roads. Since that time, the City and County have worked cooperatively, generally following the agreement of 2010. Over the years the City and County have also entered into several agreements for road repairs on certain streets that required substantially more work than general maintenance.

In October 2022 the Board passed Resolution 1137 authorizing the Mayor to sign the Winter Storm Maintenance Agreement (attachment 2). The agreement outlines the responsibilities of both the City and County for winter storm response including removal of snow and ice from the roads identified as shared roads. Snow removal is an operational issue for response, depending on whether the City or County is already removing snow from adjacent roads or must use a certain road to access other roads for snow removal.

As the City grew, the shared roads identified in the 2010 agreement needed to be revised. Discussions of updates to the 2010 agreement date back to 2018. This past summer, City and County staff agreed, that with the correct improvements to North Main Street, the City would take over maintenance responsibilities roadway.

Additionally, City staff has discussed with the County that the City would make improvements to NW. 176<sup>th</sup> Street from Thomas Lane to H&H Lake Road and would assume future maintenance responsibilities.

With the annexation of the Mt. Olivet subdivision, the County is also requesting that the City take full maintenance responsibilities for NE 144<sup>th</sup> Road from Virginia Avenue to Mt. Olivet Road. Per the development agreement for Mt. Olivet Subdivision, the developer is responsible to overlay NE 144<sup>th</sup> from Wise Road to Mt. Olivet Road and crack seal and micro surface Mt. Olivet Road from NE 144<sup>th</sup> Street to HWY 92. Even though these improvements are agreed to in a city development agreement (to which, the County also agreed to these improvements) the city had not envisioned that future maintenance responsibilities for NE 144<sup>th</sup> Street would become the City's.



Red – City Maintained

Blue – County Maintained

The County has always maintained Virginia Avenue from NE Amory Road to 144<sup>th</sup> Street





The County has also always maintained 144<sup>th</sup> from Virginia Avenue to Mt. Olivet Road. The County would like the City to assume maintenance responsibilities for 144<sup>th</sup> Street. The section of 144<sup>th</sup> St. from Virginia to Wise Road is a chip seal road approximately ½" thick and is in need of some repairs.



Attachment 3 is a DRAFT cooperative agreement for shared roads. This draft includes the City accepting full responsibility for maintenance of Main Street from NE 180<sup>th</sup> St. to NE 188<sup>th</sup> St., NW 176<sup>th</sup> St from Thomas Lane Road to H&H Lake Road and NE 144<sup>th</sup> Street from Virginia Avenue to Mt Olivet Rd.

In July 2019 and again in December 2021, the City submitted a petition to the Clay County Board of County Commissioners, requesting the establishment of a Road District to be placed on the ballot. The requests were not acted upon.

The City of Smithville is all in Clay County.

Per RSMo 137.556 the City receives back 25% of the taxes collected for Road and Bridge:

| Year | Road & Bridge revenue from Smithville residents | 25 % returned to Smithville |
|------|---|-----------------------------|
|      |   |                             |
| 2022 | \$281,416                                       | \$70,354                    |
| 2023 | \$318,600                                       | \$79,650                    |
| 2024 | \$368,504 YTD                                   | \$ 92,126 YTD               |
|      |   |                             |

For comparison, Kearney has approximately the same road mileage as Smithville. Per Missouri Statute, Kearney receives 25% of the Road and Bridge tax revenue (which is what Smithville receives) and also receives 80 % of the remaining funds in their (Kearney's) established Road District. Kearney received \$319,214 in 2023 and \$369,071 in 2024 year to date.

The staff recommendation would be that Smithville does not accept any further road maintenance responsibilities until all property adjacent to the road right-of-way is within the Corporate City Limits.

Action Requested / Recommended:

Staff is requesting Board direction on:

1) Staff is seeking Board approval to accept maintenance responsibilities for N. Main Street from NE 180<sup>th</sup> St. to NE 188<sup>th</sup> St.

2) Staff is also seeking Board approval to accept maintenance responsibilities for NW 176<sup>th</sup> St from Thomas Lane Road to H&H Lake Road.

3) When should the City accept maintenance responsibilities for a shared road?

4) Should the City accept maintenance responsibilities for NE 144<sup>th</sup> Street from Virginia Avenue to Mt Olivet Rd.

BILL NO. 2552-10

ORDINANCE NO. 276.9-10

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO  
EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
WITH CLAY COUNTY FOR ROAD REPAIRS**

WHEREAS, The Board of Aldermen, at their August 17, 2010 meeting approved, in concept and price, entering into an agreement with Clay County for road repairs on several streets in the city limits.; and

WHEREAS, Clay County and the City of Smithville, Missouri desire to enter into an agreement that identifies each parties responsibilities in such agreement; and

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

Section 1. The Mayor is hereby authorized and directed to execute the attached Inter-governmental cooperative agreement with Clay County, Missouri for the purpose of certain road repairs as previously described and further detailed in the attached agreement.

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

PASSED THIS 25<sup>th</sup> DAY OF August, 2010

  
Mayor

ATTEST:

  
City Clerk

First Reading: 8 / 25 / 10

Second Reading: 8 / 25 / 10

City of Smithville  
2010-267

### COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 12 day of Oct, 2010,  
by and between Clay County, Missouri, Administration Building, One Courthouse  
Square, Liberty, Missouri 64068 (hereinafter referred to as "County") and City of  
Smithville, Missouri, 107 West Main Street, Smithville, Missouri 64089  
(hereinafter referred to as "City").

WHEREAS, the County and City 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 the "roads");

AND WHEREAS, there exists an ongoing need and responsibility to  
maintain and repair said roads and to remove snow and ice from said 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 the roads and to remove snow and ice from the roads;

AND WHEREAS, the maintenance and repair of the roads and removal of  
snow and ice from the roads will mutually benefit both parties;

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

1. Upon execution of this agreement, County and City do hereby  
agree to maintain and repair the portions of the roads and to remove snow and  
ice from the roads as are set forth in exhibit A, attached hereto.

2. *Term.* This cooperative agreement will take effect upon approval of the County and the City 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 the expiration of any term of their intent not to renew. Each body shall approve and maintain this agreement pursuant to §70.230 RSMo.

3. 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 the County and the City.

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 shall be sent to addresses set forth above for the respective parties, unless either gives written notice of a change of address.

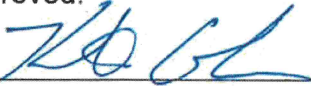


7. *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.

8. *Binding Effect.* The provisions of this agreement are binding on the parties hereto, their heirs, successors and assigns.

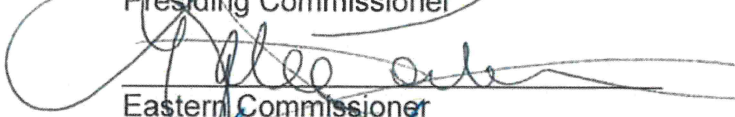
**COUNTY OF CLAY, MISSOURI**

Approved:

  
County Counselor

By:

  
Presiding Commissioner

  
Eastern Commissioner

  
Western Commissioner

ATTEST:

  
Thomas Brandom  
Clerk of the Commission



**CITY OF SMITHVILLE, MISSOURI**

By:

  
Mayor

  
City Administrator

\_\_\_\_\_  
Chairman, City Council

### EXHIBIT A

| CLAY COUNTY WILL MAINTAIN |  |                          |                                 |
|---------------------------|--|--------------------------|---------------------------------|
| Clay Cty Cart #           | Road Description                               | Shared ownership portion | Portion belonging to Smithville |
| 2                         | NE 188th Street west of MO 169 Highway         | 3873                     | 1328                            |
| 9                         | NE 188th Street east of MO F Highway           |                          | 1439                            |
| 3                         | H&H Lake Road north of NE 179th Street         | 2600                     |                                 |
| 4                         | Thomas Lane north of MO KK Highway             | 1274                     |                                 |
|                           | North Main Street south of NW 188th Street     | 2600                     |                                 |
| 162                       | NE 144th Street east of Virginia Avenue        | 2610                     |                                 |
| 167                       | NE 132nd Street east of Kansas City city limit | 2481                     |                                 |
| 152B                      | Mt. Olivet west of MO DD Highway               | 1320                     |                                 |
|                           | <b>TOTAL FEET</b>                              | <b>16,758</b>            | <b>2767</b>                     |
|                           | <b>TOTAL MILES</b>                             | <b>3.1739</b>            | <b>0.5241</b>                   |

| SMITHVILLE WILL MAINTAIN |  |                          |                                  |
|--------------------------|--|--------------------------|----------------------------------|
| Old Clay Cty Cart #      | Road Description                                       | Shared ownership portion | Portion belonging to Clay County |
| 172                      | NE 164th Street east of Clay/Platte county line        | 684                      | 600                              |
| 173                      | Second Creek Bridge/West Main Street                   | 1456                     |                                  |
|                          | H&H Lake Road south of NE 179th Street                 | 2000                     |                                  |
| 176                      | NE 134th Street west of MO 169 Highway                 | 2600                     |                                  |
| 159                      | Tillman Road south of MO 92 Highway                    | 3800                     | 550                              |
| 160                      | Wise Road east of Tillman Road                         | 950                      | 1400                             |
| 8                        | NE 188th Street east of MO 169 Highway to MO F Highway | 2640                     |                                  |
| 158                      | Armory Road/NE 140th Street west of Virginia           | 2000                     |                                  |
|                          | <b>TOTAL FEET</b>                                      | <b>16,130</b>            | <b>2550</b>                      |
|                          | <b>TOTAL MILES</b>                                     | <b>3.0549</b>            | <b>0.4830</b>                    |

| SNOW AND ICE CONTROL RESPONSIBILITY ONLY                  |             |
|---|-------------|
| Road Description  | Plowed By   |
| Cliff Shepherd Road south of MO 169 Highway to dead end   | Smithville  |
| H&H Lake Road south of 179th Street                       | Clay County |
| NE 179th Street from H&H Lake Road to MO 169 Highway      | Clay County |
| North Main Street from NW 180th Street to NW 188th Street | Clay County |
| NE 188th Street from MO 169 Highway to Mo F Highway       | Clay County |
| Virginia Avenue from NE 132nd Street to NE 140th Street   | Clay County |

## **RESOLUTION 1137**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN WINTER STORM MAINTENANCE AGREEMENT**

**WHEREAS**, Clay County and the City of Smithville each have the responsibility to provide winter storm maintenance for portions of certain roads located in Clay County, Missouri; and,

**WHEREAS**, there exists an ongoing need and responsibility to provide winter storm maintenance including the removal of snow and ice from said roads and to apply salt and sand or other chemicals to help melt snow and ice from said 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 provide winter storm maintenance for the roads; and

**WHEREAS**, winter storm maintenance on the roads will benefit Clay County residents and will mutually benefit both parties through increased efficiencies.

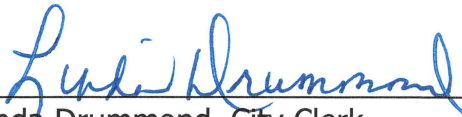
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** the Board authorizes the Mayor to sign the Cooperative Agreement with Clay County for Winter Storm Maintenance

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

  
\_\_\_\_\_  
Linda Drummond, City Clerk



**RESOLUTION**  
OF THE CLAY COUNTY COMMISSION  
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY  
SANDY BALDWIN, CLERK  
CLAY COUNTY COMMISSION  
BY: Ai Farkon  
DEPUTY CLERK


2022-343

**APPROVE COOPERATIVE AGREEMENT BETWEEN CLAY COUNTY, MISSOURI  
AND SMITHVILLE, MISSOURI FOR WINTER STORM ROAD MAINTENANCE  
HIGHWAY**

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, the Commission hereby approves the attached Cooperative Agreement between Clay County, Missouri and Smithville, Missouri for Winter Storm Road Maintenance. Any Commissioner is authorized to sign any documents to facilitate this order.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 26<sup>th</sup> DAY OF October, 2022.

APPROVED AS TO FORM AND LEGALITY:


  
COUNTY COUNSELOR, KEVIN GRAHAM

  
PRESIDING COMMISSIONER, JERRY NOLTE

ATTEST:

  
COUNTY CLERK, SANDY BALDWIN



  
WESTERN COMMISSIONER, JON CARPENTER

  
EASTERN COMMISSIONER, MEGAN THOMPSON





## REQUEST FOR COMMISSION ACTION

RES ☒ ORD ☐

# 2022-343

Department/Office: Highway

Staff Contact: Terri Griffen

Immediate Action Required: No ☒ Yes ☐ If Yes, reason?

Work Session Date Requested: 10/19/2022 Business Session Date Requested: 10/26/2022

---

**Item Description:** Approve Cooperative Agreement for Winter Storm Road Maintenance between Clay County and the city of Smithville.

**Background:** The purpose of this cooperative agreement is to clearly define the roads that are the responsibility of each party for winter storm maintenance on roads with shared ownership. There is an immediate need for the Cooperative Agreement between the Highway Department and the city of Smithville, as the season for winter weather is fast approaching.

---

**Funding Overview:** N/A

**Capital Projects Encumbrance Request Form** Yes ☐ No ☒ \$\_\_\_\_\_ (attach)

|                                    |          |                        |          |           |
|------------------------------------|----------|------------------------|----------|-----------|
| <b>Budgeted/Funds available in</b> |          | <b>Fund Name</b>       |          | <b>#</b>  |
| <b>Dept Name</b>                   | <b>#</b> | <b>Acct Name</b>       | <b>#</b> | <b>\$</b> |
| <b>Budgeted Amount</b>             |          | <b>Contract Amount</b> |          |           |

---

**Action needed:** Approve Cooperative Agreement for Winter Storm Road Maintenance between Clay County and the city of Smithville and sign the attached contract where indicated.

**Attachments:** Cooperative Agreement

**Distribute Attested Copies of Resolution/Original Contracts to:** [b.little@claycountymo.gov](mailto:b.little@claycountymo.gov) ,  
[tgriffen@claycountymo.gov](mailto:tgriffen@claycountymo.gov)

Karl Walters  
Requestor

Dianna Wright  
County Administrator

---

## COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 18 day of October, 2022, by and between Clay County, Missouri, Administration Building, One Courthouse Square, Liberty, Missouri 64068 (hereinafter referred to as “County”) and City of Smithville, Missouri, 107 West Main Street, Smithville, Missouri 64089 (hereinafter referred to as “City”).

WHEREAS, the County and City each have the responsibility to provide winter storm maintenance for 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 the “roads”);

AND WHEREAS, there exists an ongoing need and responsibility to provide winter storm maintenance including the removal of snow and ice from said roads and to apply salt and sand or other chemicals to help melt snow and ice from said 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 provide winter storm maintenance for the roads;

AND WHEREAS, winter storm maintenance on the roads will benefit Clay County residents and will mutually benefit both parties through increased efficiencies;

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

1. Upon execution of this agreement, County and City do hereby agree to provide winter storm maintenance for the roads as are set forth in exhibit A, attached hereto.

2. *Term.* This cooperative agreement will take effect upon approval of the County and the City and shall remain in effect until terminated by either party or amended

by mutual agreement. If either party desires to terminate this agreement, it will give the other party 90 days' written notice of such intent prior to terminating the Agreement. Each body shall approve and maintain this agreement pursuant to §70.230 RSMo.

3. *Change.* In the event that City annexes additional properties that have road frontage on roads included in this agreement or on other roads owned or maintained by the County, City will notify the County Highway Administrator in writing within 30 days of annexation so that responsibility for winter storm maintenance may be modified if agreed to by both parties.

4. 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 the County and the City.

5. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

6. *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.

7. *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 shall be sent to addresses set forth above for the respective parties, unless either gives written notice of a change of address.

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.

**COUNTY OF CLAY, MISSOURI**

Approved:

  
County Counselor

By:

  
Presiding Commissioner

  
Eastern Commissioner

  
Western Commissioner

ATTEST:

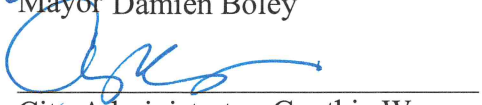
  
Clerk of the Commission

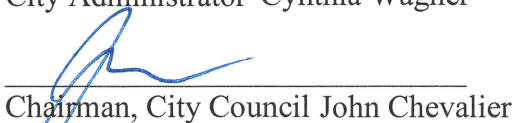


**CITY OF SMITHVILLE, MISSOURI**

By:

  
Mayor Damien Boley

  
City Administrator Cynthia Wagner

  
Chairman, City Council John Chevalier



### Exhibit A

| Road Name                      | Road Description   | Responsibility |
|--------------------------------|--|----------------|
| Amory Rd                       | from US 169 east to N Virginia Avenue                    | Smithville     |
| Cliff Drive                    | from dead end (at south) north to US 169                 | Smithville     |
| H&H Lake Road                  | from 179th St south to 176th St (paved)                  | Smithville     |
| H&H Lake Road                  | from 179th St north to 188th St (gravel)                 | Clay County    |
| Mt Olivet Road                 | from DD Highway (at south) to DD Highway (at north)      | Clay County    |
| N Virginia Ave                 | from 132nd St north to Amory Rd                          | Clay County    |
| NE 144th St                    | from N Virginia Ave east to Wise Rd                      | Clay County    |
| NE 156th St                    | from DD Highway east to Mt Olivet Rd                     | Clay County    |
| NE 188th St                    | from US 169 Highway east to Eagle Parkway (MO F Highway) | Smithville     |
| NE 188th St                    | from Eagle Parkway (MO F Highway) east to Parks Dept     | Smithville     |
| North Main St                  | from 180th St north to 188th St                          | Smithville     |
| NW 134th St                    | from US 169 west to dead end                             | Smithville     |
| NW 144th St                    | from US 169 west to Platte County Line                   | Smithville     |
| NW 164th St                    | from Lowman Rd west to Platte County line                | Smithville     |
| NW 176th St                    | from Thomas Ln east to H&H Lake Rd                       | Smithville     |
| NW 188th St                    | from Platte County Line Rd east to US 169                | Clay County    |
| Park Ln                        | from Tillman Rd west to Deer Run                         | Smithville     |
| Second Creek Bridge/ W Main St | from US 169 west to Lowman Rd                            | Smithville     |
| Thomas Ln                      | from MO KK Highway north to 176th St                     | Clay County    |
| Tillman Rd                     | from 144th St north to MO 92 Highway                     | Smithville     |
| Wise Rd                        | from 144th St north to Tillman Rd                        | Smithville     |

## **COOPERATIVE AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 116<sup>th</sup> 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 180<sup>th</sup> Street and NE 188<sup>th</sup> 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 180<sup>th</sup> Street and NE 188<sup>th</sup> Street and for NW 176<sup>th</sup> 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 governing bodies for any amendments or updates to the agreement.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**CITY OF SMITHVILLE**

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Chairman, City Council

**COUNTY OF CLAY, MISSOURI**

By:

\_\_\_\_\_  
Presiding Commissioner

Approved As to Form:

\_\_\_\_\_  
County Counselor

Attest:

\_\_\_\_\_  
County Clerk

## Exhibit A

| <b>CLAY COUNTY WILL MAINTAIN</b>  |  |   |
|---|--|---|
| <b><i>Road description</i></b>  | <b><i>Shared ownership portion</i></b> | <b><i>Portion belonging to Smithville</i></b> |
| NW 188 <sup>th</sup> Street west of U.S. 169 Highway                                | 2588                                   | 2793  |
| NE 188 <sup>th</sup> Street east of Eagle Parkway (Old F Highway)                   | 1549                                   | 1077  |
| H&H Lake Road north of NE 179 <sup>th</sup> Street                                  | 2350                                   | 1912  |
| Thomas Lane from KK Hwy north to SV city limit                                      | 1291                                   |   |
| NE 132 <sup>nd</sup> Street east of Kansas City city limit to Smithville City Limit | 1901                                   |   |
| Mt. Olivet west of MO DD Highway  | 975                                    | 1685  |
| Platte County Line Rd NW 188th south to Smithville City Limit                       |  | 2708  |
| Mt Olivet Rd from NE 144th St north to Smithville City Limit                        | 3,555                                  |   |
| <b>TOTAL FEET</b>   | <b>14,209</b>                          | <b>10,175</b>                                 |
| <b>TOTAL MILES</b>  | <b>2.69</b>                            | <b>1.93</b>                                   |

| <b>CITY OF SMITHVILLE WILL MAINTAIN</b>                              |  |  |
|--|--|--|
| <b><i>Road description</i></b>                                       | <b><i>Shared ownership portion</i></b> | <b><i>Portion belonging to Clay County</i></b> |
| NW 164 <sup>th</sup> Street east of Clay/Platte county line          | 1120                                   | 774  |
| Second Creek Bridge/West Main Street                                 | 1368                                   |  |
| H&H Lake Road south of NE 179 <sup>th</sup> Street                   | 1209                                   |  |
| NW 134 <sup>th</sup> 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 144 <sup>th</sup> Street from Virginia Avenue to Mt Olivet Rd     | 3824                                   | 1065   |
| NE 188 <sup>th</sup> Street east of U.S. 169 Highway to MO F Highway | 2616                                   |  |
| Amory Road/NE 140 <sup>th</sup> Street west of Virginia              | 1965                                   |  |
| <b>TOTAL FEET</b>  | <b>21,378</b>                          | <b>3,146</b>                                   |
| <b>TOTAL MILES</b>   | <b>4.05</b>                            | <b>0.60</b>                                    |

|              |  |
|--------------|--|
| Date:        | October 10, 2024   |
| Prepared By: | Cynthia Wagner, City Administrator<br>Jason Lockridge, Chief of Police |
| Subject:     | Public Safety Sales Tax  |

During the 2023 legislative session, the General Assembly approved a bill which became Section 94.903, R.S. Mo. This legislation enables the City of Smithville to take to the voters a question to approve a half-cent public safety sales tax. Legislative language is attached. In August, following adoption of the legislation, the Board of Aldermen voted to place a question on the November 2023 ballot. A copy of the ordinance adopting the ballot language is attached. The question was not approved by voters at that time.

At the budget planning retreat held in June 2024, the Board expressed a desire to revisit the potential of placing a public safety sales tax question on a future ballot.

For clarification, Section 94.903, R.S. Mo. outlines that:

"If a majority of the votes cast on the proposal by the qualified voters voting thereon are opposed to the proposal, then the tax shall not become effective unless the proposal is resubmitted under this section to the qualified voters and such proposal is approved by a majority of the qualified voters voting on the proposal. However, in no event shall a proposal under this section be resubmitted to the voters sooner than twelve months from the date of the first proposal under this section. If the resubmitted proposal receives less than the required majority, then the governing body of the city shall have no power to impose the sales tax herein authorized, and the authorization under this section is terminated."

The Board has previously discussed the twelve-month resubmission timeline. It should be noted that this section further outlines that if a second question fails, this enabling legislation is terminated. The City of Smithville would have to work with legislators to create new enabling legislation.

The Revised Statutes generally outline the requirement that cities with voter-approved public safety sales taxes budget no less than the amount budgeted in the year immediately preceding the enactment of the tax for public safety purposes, specifically that the revenues from the tax shall supplement and not replace amounts budgeted by the city.



At this time, staff recommends that, if the Board desires to place a question on a future ballot, the revenues be proposed to support enhancements to officer compensation to aid in recruitment and retention of officers; fund necessary public safety equipment and staff to support community growth; and implementation of an animal control program.

Upcoming election dates and certification deadlines for ballot language are outlined below:

April 8, 2025 (January 28 certification deadline)

August 5, 2025 (May 27 certification deadline)

November 4, 2025 (August 26 certification deadline)

Staff conversations with other taxing entities indicate that the Smithville School District and Northland Regional Ambulance District are both considering ballot initiatives for the April 8, 2025 election.

At this time, staff is requesting direction from the Board regarding this issue:

- Is there a desire to place a question on a future ballot?
- If a ballot question is desired, what election date would be preferred?

If the Board desires to move forward with a ballot question, staff will develop a resolution calling for an election to meet the certification deadlines outlined above. Additionally, staff will prepare a recommended public information campaign process for Board review.

► ≡ Revisor of Missouri



Words ▾

1st search term or section nr

And ▾

2nd search term

**Title VII CITIES, TOWNS AND VILLAGES****Chapter 94**< > **Effective - 28 Aug 2017**

**94.903. Sales tax authorized (certain fourth class cities) — ballot — administration and collection — refunds — repeal of tax, ballot — continuation of tax, ballot. — 1.** The governing body of any city of the fourth classification with more than nine thousand five hundred but fewer than ten thousand eight hundred inhabitants may impose, by order or ordinance, a sales tax on all retail sales made in the city that are subject to taxation under [chapter 144](#). The tax authorized under this section may be imposed in an amount of up to one-half of one percent and shall be imposed solely for the purpose of improving the public safety for such city including, but not limited to, expenditures on equipment, city public safety employee salaries and benefits, and facilities for police, fire, and emergency medical providers. The tax authorized under this section shall be in addition to all other sales taxes imposed by law and shall be stated separately from all other charges and taxes. The order or ordinance imposing a sales tax under this section shall not become effective unless the governing body of the city submits to the voters residing within the city, at a county or state general, primary, or special election, a proposal to authorize the governing body of the city to impose a tax under this section.

2. The ballot language for the tax authorized under this section shall be in substantially the following form:

Shall the city of \_\_\_\_\_(insert name of city) impose a  
citywide sales tax at a rate of \_\_\_\_\_(insert rate) percent for  
the purpose of improving the public safety of the city?

☐ YES☐ NO

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the order or ordinance and any amendments to the order or ordinance shall become effective on the first day of the second calendar quarter after the director of revenue receives notice of the adoption of the sales tax. If a majority of the votes cast on the proposal by the qualified voters voting thereon are opposed to the proposal, then the tax shall not become effective unless the proposal is resubmitted under this section to the qualified voters and such proposal is approved by a majority of the qualified voters voting on the proposal. However, in no event shall a proposal under this section be resubmitted to the voters sooner than twelve months from the date of the first proposal under this section. If the resubmitted proposal receives less than the required

majority, then the governing body of the city shall have no power to impose the sales tax herein authorized, and the authorization under this section is terminated.

3. Any sales tax imposed under this section shall be administered, collected, enforced, and operated as required under section 32.087. All sales taxes collected by the director of revenue under this section on behalf of any city, less one percent for cost of collection, which shall be deposited in the state's general revenue fund after payment of premiums for surety bonds, as provided in section 32.087, shall be deposited in a special trust fund, which is hereby created in the state treasury, to be known as the "City Public Safety Sales Tax Trust Fund". The moneys in the trust fund shall not be deemed to be state funds and shall not be commingled with any funds of the state. The provisions of section 33.080 to the contrary notwithstanding, moneys in this fund shall not be transferred and placed to the credit of the general revenue fund. The director shall keep accurate records of the amount of moneys in the trust fund and the amount that was collected in each city imposing a sales tax under this section, and the records shall be open to the inspection of officers of the city and the public. No later than the tenth day of each month, the director shall distribute all moneys deposited in the trust fund during the preceding month to the city which levied the tax. Such funds shall be deposited with the city treasurer of each such city, and all expenditures of funds arising from the trust fund shall be by an appropriation act to be enacted by the governing body of each such city. Expenditures may be made from the fund for any functions authorized in the ordinance or order adopted by the governing body submitting the tax to the voters. If the tax is repealed, all funds remaining in the special trust fund shall continue to be used solely for the designated purposes. Any funds in the special trust fund that are not needed for current expenditures shall be invested in the same manner as other funds are invested. Any interest and moneys earned on such investments shall be credited to the fund.

4. The director of revenue may make refunds from the amounts in the trust fund and credited to any city for erroneous payments and overpayments made and may redeem dishonored checks and drafts deposited to the credit of such cities. If any city repeals the tax, the city shall notify the director of the action at least ninety days before the effective date of the repeal, and the director may order retention in the trust fund, for a period of one year, of two percent of the amount collected after receipt of such notice to cover possible refunds or overpayment of the tax and to redeem dishonored checks and drafts deposited to the credit of such accounts. After one year has elapsed after the effective date of abolition of the tax in such city, the director shall remit the balance in the account to the city and close the account of that city. The director shall notify each city of each instance of any amount refunded or any check redeemed from receipts due to the city.

5. The governing body of any city that has adopted the sales tax authorized under this section may submit the question of repeal of the tax to the voters on any date available for elections for the city. The ballot language shall be in substantially the following form:

Shall the city of \_\_\_\_\_(insert name of city) repeal the sales tax imposed at a rate of \_\_\_\_\_(insert rate) percent for the purpose of improving the public safety of the city?

☐ YES

☐ NO

If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of repeal, that repeal shall become effective on December thirty-first of the calendar year in which such repeal was approved. If a majority of the votes cast on the question by the qualified voters voting thereon are opposed to the repeal, then the sales tax authorized under this section shall remain effective until the question is resubmitted and approved under this section.

6. The governing body of any city that has adopted the sales tax authorized under this section shall submit the question of the continuation of the tax to the voters twenty-five years from the date of its inception and every twenty-five years thereafter on a date available for elections for the city. The ballot language shall be in substantially the following form:

Shall \_\_\_\_\_(insert name of city) continue collecting a sales tax imposed at a rate of \_\_\_\_\_(insert rate) percent for the purpose of providing revenues for the operation of public safety departments of the city?

☐ YES

☐ NO

If a majority of the votes cast on the question by the qualified voters voting thereon are opposed to continuation, the repeal shall become effective on December thirty-first of the calendar year in which such continuation failed to be approved. If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of continuation, then the sales tax authorized under this section shall remain effective until the question is resubmitted under this section to the qualified voters and continuation fails to be approved by a majority of the qualified voters voting on the question.

7. Except as modified under this section, all provisions of sections [32.085](#) and [32.087](#) shall apply to the tax imposed under this section.

-----  
(L. 2017 S.B. 112)



---- end of effective    **28 Aug 2017** ----  
use this link to bookmark section    **94.903**

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



## ► Other Information

## ► Other Links



Missouri Senate



MO.gov



Missouri House

Errors / suggestions -  
WebMaster@LR.mo.gov



History and Fun Facts

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**BILL NO. 3001-23**

**ORDINANCE NO. 3199-23**

**AN ORDINANCE OF THE CITY OF SMITHVILLE, MISSOURI, IMPOSING A SALES TAX FOR PUBLIC SAFETY PURPOSES AT THE RATE OF ONE-HALF OF ONE PERCENT, PURSUANT TO SECTION 94.903 R.S.MO. AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE NOVEMBER 7, 2023, ELECTION**

WHEREAS the City of Smithville, Missouri is authorized pursuant to Section 94.903 R.S. Mo. to levy a public safety sales tax at the rate of one-half of one percent. and

WHEREAS the purpose of the public safety sales tax is for the improvement of public safety, including but not limited to, expenditures on or for equipment, City Public Safety employee salaries and benefits and facilities for the Police Department. and

WHEREAS the City's proposed public safety sales tax cannot become effective until approved by the voters at a municipal general, primary, or special election; and the City wishes to submit the issue to the voters. and

WHEREAS the City Board of Alderman wishes to submit the matter of the public safety sales tax to the qualified voters of the city at the general election on November 7, 2023.

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

1) The City of Smithville imposes a public safety sales tax, pursuant to the authority granted by, and subject to the provisions of Section 94.903, R.S. Mo. for public safety purposes. The tax is imposed on all retail sales made in the city that are subject to taxation under Chapter 144 R.S.Mo. The tax shall be in addition to all other sales taxes imposed by law and shall be stated separately from all other charges and taxes. The tax shall be for the purpose of improving the public safety of the city, including, but not limited to expenditures on police equipment, salaries, benefits, and facilities.

2) The rate of tax shall be one-half of one percent.

3) This Ordinance shall be submitted to the qualified voters of Smithville, Missouri for their approval as required by the provisions of Section 94.903 R.S.Mo. at the General election hereby called and to be held in the City on the 7<sup>th</sup> day November 2023. The official ballot to be supplied and used at said election shall be in substantially the following form:

## PROPOSITION

Shall the City of Smithville impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES

☐ NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

4) The City expects to make expenditures on and after the date of adoption of this Ordinance to enhance police services in the City.

5) This Ordinance shall be in full force and effect from and after the date of its passage and approval.

6) The City Clerk is hereby authorized and directed to notify the Clay County Board of Election Commissioners and the Platte County Board of Election Commissioners, no later than 4:00 P.M. on August 29, 2023, of the adoption of this Ordinance and to include in said notification all the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

7) That a Notice of Election, a copy of which is marked as **Exhibit A**, attached hereto and hereby incorporated in this Ordinance by reference, and the same is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute the same for and on behalf of the City of Smithville, Missouri, and to deliver the same to the Clay and Platte County Board of Elections in Liberty and Platte City, Missouri no later than 4:00 P.M. on August 29, 2023 and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

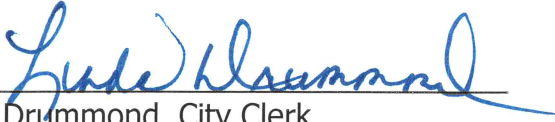
8) Within ten (10) days after the approval of this ordinance by the qualified voters of Smithville, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

PASSED by the Board of Aldermen of the City of Smithville, Missouri, this 28th day of August, 2023.



Damien Boley, Mayor

ATTEST:



Linda Drummond, City Clerk

First Reading: 08/28/2023

Second Reading 08/28/2023



Exhibit A

NOTICE OF ELECTION

Notice is hereby given that an election to impose a citywide sales tax for the purpose of improving the public safety of the City of Smithville, Missouri will be held in the City of Smithville, Missouri on November 7, 2023, at which election all registered voters in the City of Smithville, Missouri, will be given an opportunity to vote. Official ballot for said election will be in substantially the following form:

---

PROPOSITION

Shall the City of Smithville impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES

☐ NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

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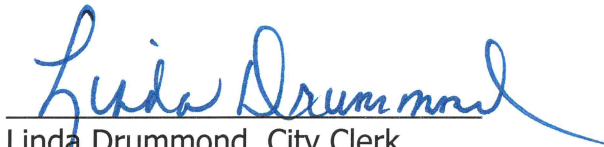
The polling place for said election will be open at 6:00 AM and close at 7:00 PM.

Given under my hand and official seal of the City of Smithville, Missouri this 28<sup>th</sup> day of August 2023.



Damien Boley, Mayor

ATTEST:



Linda Drummond, City Clerk

## NOTICE OF ELECTION

In accordance with Chapter 115 of the Laws of Missouri, notice is hereby given that a Special Election will be held in the \_\_\_\_\_ Special \_\_\_\_\_ on November 7, 2023, at which election all registered voters residing within the \_\_\_\_\_ City of Smithville \_\_\_\_\_ will be given the opportunity to vote.

The official ballot for the said election will be in substantially the following form:

INSERT OR ATTACH BALLOT

The polling places for the said election will open at 6:00 a.m. and close at 7:00 p.m.

INSERT OR ATTACH LIST OF POLLING PLACES

Given under my hand the seal of the \_\_\_\_\_ City of Smithville  
this 29th day of August, 20 23.

(Signed)  City Clerk

(SEAL)

This is to certify that the foregoing is a true copy of the certification of election notice filed in this office on \_\_\_\_\_, 20\_\_\_\_, by the \_\_\_\_\_ of the \_\_\_\_\_.

BOARD OF ELECTION COMMISSIONERS  
OF CLAY COUNTY, MISSOURI

\_\_\_\_\_  
Darla Wierzbicki, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Election Authority

**ATTESTATION**

TO: Platte County Board of Election Commissioners

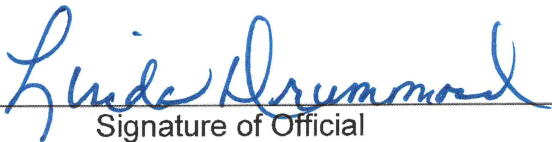
FROM: District: City of Smithville

Type of Election: Special Election

Date of Election: November 7, 2022

It is hereby certified that the foregoing is a complete and correct listing of all candidates and/or propositions to be placed on the ballot in the aforesaid election.

Signed this 29th day of August, 2023.

  
\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
City Clerk  
Title of Official

(SEAL)

### CERTIFICATION OF PROPOSITIONS

TO: Platte County Board of Election Commissioners

FROM: District: City of Smithville

Type of Election: Special Election

Date of Election: November 7, 2023

Passage Majority Required (Please Check One)

Simple Majority

Two-Thirds \_\_\_\_\_

Four-Sevenths \_\_\_\_\_

It is hereby certified that the following propositions are to be voted on at the aforesaid election and are to be placed on the ballot:

(Type Propositions **exactly** as they are to appear on the ballot. Include title and question.)

**PLEASE PRESENT IN EXACT FORM FOR SAMPLE BALLOT.**

**City of Smithville**  
**Polling Locations**

**Platte 01 - Grace Community Center**

Grace Community Center  
1520 DD Hwy  
SmithvilleMO64089

**Platte 02 - Smithville United Methodist Church**

Smithville United Methodist Church  
505 N US Hwy 169  
SmithvilleMO64089

**Platte 03 – Temporary Location - Smithville**

Smithville Family Worship Center  
98 Stonebridge Ln.  
Smithville MO 64089

May go back to the Library but have not made the final decision yet.

**Platte 03 - Mid-Continent Public Library - Smithville**

Mid-Continent Public Library – Smithville  
120 Richardson St.  
SmithvilleMO64089