

## **RE: CHEYENNE ROAD MULTI-USE PATH SUPPLEMENTAL CONSTRUCTION FUNDING AGREEMENT.**

### **ORDINANCE #2025-17**

#### **Background:**

In May of 2023, Transportation Alternative Project (TAP) grant funds were secured through the Ozarks Transportation Organization and the Department of Transportation to begin work on a multi-use path. This multi-use path is planned to be located on Cheyenne Road and North Street extending from the Cheyenne Valley development to Summit & High Point Schools. Stipulations within the application for this funding dictated that reasonable progress must be made during the Engineering stage for eligibility of future construction grant funding.

In October of 2023, Ordinance 2329 was passed allowing the mayor to sign an agreement between the Department of Transportation and City of Nixa for engineering funding of the Cheyenne Road Multi-Use path. Engineering services provided by Olsson & Associates have met the required milestones and the project is nearing the construction phase.

#### **Analysis:**

If passed, this new agreement will replace the previous engineering funds agreement and provide reimbursement of up to 80% for the construction of the ten-foot-wide multi-use path.

Adequate funds have been allocated within the 2025 CIP budget for this construction.

#### **Recommendation:**

It is staffs recommendation to pass this ordinance so that Federal Transportation funds may be utilized for construction of the Cheyenne Road multi-use path.

#### **MEMO PREPARED BY:**

**Jeff Roussell** | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE  
2 MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION  
3 COMMISSION TRANSPORTATION ENHANCEMENT FUNDS SUPPLEMENTAL  
4 AGREEMENT FOR THE PURPOSE OF FUNDING THE CHEYENNE ROAD MULTI-  
5 USE PATH PROJECT.

6  
7 **WHEREAS** Section 70.220 RSMo. authorizes units of government to cooperate  
8 with one another and to enter into intergovernmental cooperative agreements for such  
9 purposes; and

10  
11 **WHEREAS** the City Council desires to contract with the Missouri Highways and  
12 Transportation Commission to fund a portion of the Cheyenne Road Multi-Use Path  
13 Project; and

14  
15 **WHEREAS** the City Council desires to authorize the Mayor to execute a Missouri  
16 Highways and Transportation Commission Transportation Enhancement Funds  
17 Supplemental Agreement, said Agreement to be in substantially similar to the document  
18 attached hereto as "Council Bill Exhibit A."

19  
20 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
21 **NIXA, AS FOLLOWS, THAT:**

22  
23 **SECTION 1:** The Mayor, or designee, is hereby authorized and directed to execute  
24 a "Missouri Highways and Transportation Commission Transportation Enhancement  
25 Funds Supplemental Agreement" (the "Contract") with the Missouri Highways and  
26 Transportation Commission. Said Contract shall be in substantially similar form as the  
27 document attached hereto, and incorporated herein by this reference, as "Council Bill  
28 Exhibit A."

29  
30 **SECTION 2:** The Mayor, City Administrator, and the officers of the City are hereby  
31 authorized to do all things necessary or convenient to carry out the terms and intent of  
32 this Ordinance.

33  
34 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final  
35 passage by the City Council and after its approval by the Mayor, subject to the provisions  
36 of section 3.11(g) of the City Charter.

37  
38  
39 **ADOPTED BY THE COUNCIL THIS 27th DAY OF May 2025.**

40  
41 ATTEST:

42  
43 \_\_\_\_\_  
44 PRESIDING OFFICER

45 \_\_\_\_\_  
46 CITY CLERK

47 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**  
48

49  
50 ATTEST:

51 \_\_\_\_\_  
52 MAYOR

\_\_\_\_\_  
CITY CLERK

53  
54  
55 APPROVED AS TO FORM:

56  
57 \_\_\_\_\_  
58 CITY ATTORNEY

CCO FORM: FS31

Approved: 11/15 (MWH)

Revised: 10/22 (MWH)

Modified:

Christian County

City of Nixa

Project TAP-9901(860)

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP - 9901(860)

Award Year: SFY2024

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on October 23rd, 2023, the Commission and the City previously entered into a Transportation Enhancements Funds Agreement #2023-09-82036 as to public improvements designated as The Cheyenne Road Multi-Use Path, for the construction of a 10-foot wide multi-use path along North Cheyenne Road and North Street from Summit Elementary and Cheyenne Valley Subdivision on North Road, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: Paragraph (16) REIMBURSEMENT of the Original Agreement is removed and replaced with the following:

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for the project activities shall only be available for the reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share from the Preliminary

Engineering and Construction Phases of this project will be **80** percent, not to exceed **\$704,191**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating funds. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

Executed by the City this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title: City Attorney

Ordinance No.: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: C9A4E4E1-C482-49E8-BC2B-5E52BAB0C041

Status: Sent

Subject: Complete with Docusign: 2025-04-86943.pdf

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Joseph Diciolla

AutoNav: Enabled

1860 Michael Faraday Drive

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

Joseph.Diciolla@modot.mo.gov

IP Address: 168.166.80.221

## Record Tracking

Status: Original

Holder: Joseph Diciolla

Location: DocuSign

4/16/2025 2:38:07 PM

Joseph.Diciolla@modot.mo.gov

## Signer Events

### Signature

### Timestamp

Nicholas Woodman

nwoodman@nixa.com

Sent: 4/16/2025 3:39:55 PM

Security Level: Email, Account Authentication  
(Optional)

Resent: 4/16/2025 3:41:31 PM

Viewed: 4/16/2025 3:51:30 PM

### Electronic Record and Signature Disclosure:

Accepted: 4/16/2025 3:51:30 PM

ID: 5dab21ca-f74f-4d79-968a-469b8ba6e852

Rebekka Coffey

rcoffey@nixa.com

Security Level: Email, Account Authentication  
(Optional)

### Electronic Record and Signature Disclosure:

Accepted: 9/17/2024 3:08:25 PM

ID: 58b0fa30-bb8f-4d7e-aed5-4ee6a7d4c5bb

Jarad Giddens

jgiddens@nixa.com

Security Level: Email, Account Authentication  
(Optional)

### Electronic Record and Signature Disclosure:

Accepted: 10/16/2023 2:53:08 PM

ID: 6b3758d3-d664-45a0-9ec1-87135a1d3464

Jennifer Jorgensen

jennifer.jorgensen@modot.mo.gov

Security Level: Email, Account Authentication  
(Optional)

### Electronic Record and Signature Disclosure:

Accepted: 6/7/2023 9:45:35 AM

ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033

Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Security Level: Email, Account Authentication  
(Optional)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mark Croarkin

mark.croarkin@modot.mo.gov

Security Level: Email, Account Authentication  
(Optional)

### Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jennifer Thomas jthomas@ozarkstransportation.org Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2025 3:39:55 PM
Envelope Updated	Security Checked	4/16/2025 3:41:30 PM
Envelope Updated	Security Checked	4/17/2025 7:59:13 AM
Envelope Updated	Security Checked	4/17/2025 7:59:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**Missouri Highways and Transportation Commission  
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at [mhtc@modot.mo.gov](mailto:mhtc@modot.mo.gov) or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

**By checking the I Agree button, I confirm that:**

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.