

**BILL NO. 2025-036**

**ORDINANCE NO. 8718**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:**

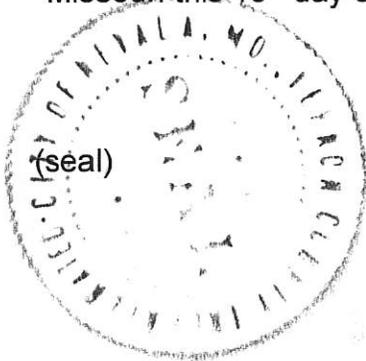
**Section 1.** The City of Nevada, Missouri, has entered into an agreement with the Missouri Highways and Transportation Commission relating to the Airport Infrastructure Grant for Project 21-082A-1.

**Section 2.** The Commission has agreed to provide the Sponsor an additional sum of Twelve Thousand Four Hundred Eighty-Three Dollars (\$12,483), which represents fifty percent (50%) of the local match required for the project.

**Section 3.** The City Manager or his designee are hereby authorized and directed to execute on behalf of the City of Nevada the supplemental agreement for Project AIR 216-082A-1, which is attached hereto as Exhibit "A", with the Missouri Highways and Transportation Commission.

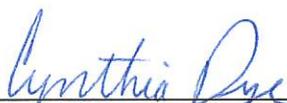
**Section 4.** This ordinance shall be in full force and effect after its passage and approval.

**PASSED, APPROVED AND ADOPTED,** by the City Council of the City of Nevada, Missouri this 18<sup>th</sup> day of September, 2025.



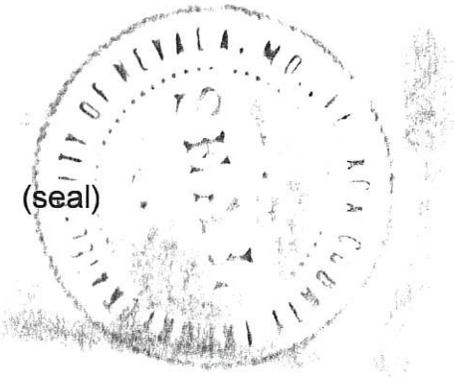
  
CAROL BRANHAM, MAYOR

ATTEST:

  
CYNTHIA DYE, CITY CLERK

**CERTIFICATION**

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance No. 8718** adopted by the City Council of the City of Nevada on September 18, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.



City of Nevada  
State of Missouri

  
\_\_\_\_\_  
Cynthia Dye, City Clerk

Signed and sealed this 18th day of September 2025.

**AGENDA ITEM**

Sep 2, 2025

**Subject: Missouri Highways and Transportation Commission Supplemental Agreement**

**Department: Administration**

This agreement corrects a mistake made by MoDOT on our original grant funding for project AIR 216-082A-1 for the runway 13/31 project.

This amendment will give the city additional funds of \$12,483.

CCO Form: MO03  
Approved: 7/94 (MLH)  
Revised: 08/23 (MWH)  
Modified:

Project No. AIR 216-082A-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

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

**WITNESSETH:**

WHEREAS, the parties entered into an Airport Aid Agreement 2023-09-82287 executed by Sponsor on March 16, 2024, and executed by the Commission on March 20, 2024 (hereinafter, "Original Agreement") under which the Commission granted the sum of One Hundred Twenty Five Thousand One Hundred Seventy-Seven Dollars (\$125,177) to the Sponsor to assist in specified Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System; and

WHEREAS, in order to make these funds available when the new service commences, the parties entered into a Supplemental Agreement, 2024-03-83808, to Airport Aid Agreement (hereinafter, "First Supplemental Agreement") executed by the Sponsor on November 19, 2024, and executed by the Commission on December 19, 2024 under which the Commission granted the sum not to exceed Eight Thousand Nine Hundred One Dollars (\$8,901) to the Sponsor to assist with Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) **ADDITIONAL GRANT:** The Commission hereby grants to the Sponsor an additional sum of Twelve Thousand Four Hundred Eighty-Three Dollars (\$12,483); which is equal to fifty percent (50%) of the match required for the Airport Infrastructure Grant for Project 21-082A-3 provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all

funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(A) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2024, will be extended to December 31, 2026, to allow for completion of the work. Paragraph (3) of the Original Agreement is hereby amended accordingly.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before December 31, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

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

Executed by Sponsor on 2025-10-30 | 9:27 AM CDT (date).

Executed by Commission on 2025-11-20 | 11:11 AM CST (date).

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF NEVADA**

DocuSigned by:  
  
F9943CE0C28A409...

Signed by:  
By   
67C0F192D08349E...

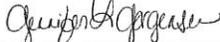
Signed by:  
  
6C3942A271924BD...

Title Assistant Chief Engineer

Title Mayor City Manager

Attest:

Attest:

DocuSigned by:  
   
7487BC9E5DFD4D81  
Secretary to the Commission

Signed by:  
By   
C6DB221A608D42A...

Title City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:  
  
Commission Counsel

Signed by:  
  
EC714FBD4387476...

Title City Counsel

Ordinance No. \_\_\_\_\_  
(if applicable)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Carol Branham, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**CITY OF NEVADA**

Carol Branham

Name of Sponsor's Attorney (typed)

Signed by:

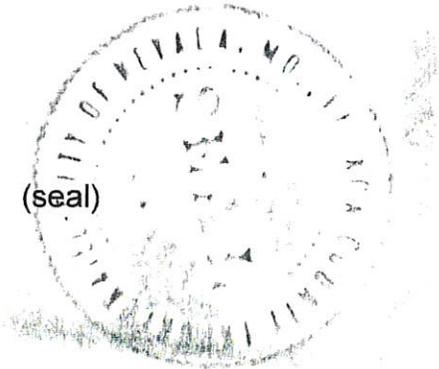
Carol Branham

Signature of Sponsor's Attorney

Date 2025-10-29 | 6:39 PM CDT

### CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance No. 8718** adopted by the City Council of the City of Nevada on September 18, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.



City of Nevada  
State of Missouri

  
Cynthia Dye, City Clerk

Signed and sealed this 18th day of September 2025.

**BILL NO. 2025-036**

**ORDINANCE NO. 8718**

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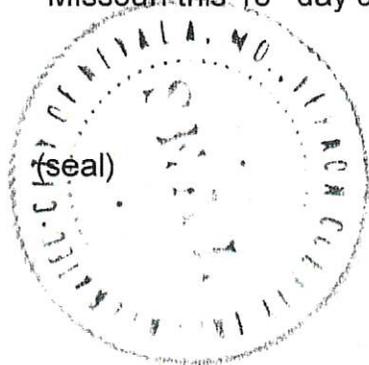
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**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri this 18<sup>th</sup> day of September, 2025.



*Carol Branham*  
CAROL BRANHAM, MAYOR

ATTEST:

*Cynthia Dye*  
CYNTHIA DYE, CITY CLERK

## Certificate Of Completion

Envelope Id: 9B99CFCE-0E46-4FD8-B279-53EBFA1FEBE7  
Subject: Complete with Docusign: 2025-08-88146.pdf, Ord. 8718.pdf  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 6  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
Envelope Originator:  
Ryan Reed  
1860 Michael Faraday Drive  
Suite 100  
Reston, VA 20190  
ryan.reed@modot.mo.gov  
IP Address: 168.166.80.221

## Record Tracking

Status: Original  
10/28/2025 3:59:21 PM  
Holder: Ryan Reed  
ryan.reed@modot.mo.gov  
Location: DocuSign

## Signer Events

Carol Branham  
cbranham@nevadamo.gov  
Mayor  
Security Level: Email, Account Authentication (Optional), Access Code

## Signature

Signed by:  
  
67C0F192D08349E...  
Signature Adoption: Pre-selected Style  
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Signed using mobile

## Timestamp

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Signed: 10/29/2025 6:39:47 PM

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Cynthia Dye  
cityclerk@nevadamo.gov  
City Clerk  
Security Level: Email, Account Authentication (Optional), Access Code

Signed by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 69.55.136.74

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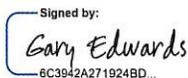
William McCaffree  
wmccaffree@gmail.com  
City Counsel  
McCaffree Law Firm  
Security Level: Email, Account Authentication (Optional), Access Code

Signed by:  
  
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Signature Adoption: Pre-selected Style  
Using IP Address: 162.237.232.126

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ID: 0b11b26d-e11c-44ad-a5a8-584891ba6a4d

Gary Edwards  
gedwards@nevadamo.gov  
City Manager  
Security Level: Email, Account Authentication (Optional), Access Code

Signed by:  
  
6C3942A271924BD...  
Signature Adoption: Pre-selected Style  
Using IP Address: 69.55.136.74

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**Signer Events**

Megan L. Waters-Hamblin  
Megan.Waters-Hamblin@modot.mo.gov  
Senior Associate Counsel  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional), Logged in

**Signature**

DocuSigned by:  
*Megan L. Waters-Hamblin*  
BA34EE9EF9E5407...  
Signature Adoption: Pre-selected Style  
Using IP Address: 168.166.80.221

**Timestamp**

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Signed: 11/20/2025 10:45:09 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

MARK CROARKIN  
Mark.Croarkin@modot.mo.gov  
Assistant Chief Engineer  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
*Mark Croarkin*  
F9943CE0C28A409...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 216.194.63.10

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Signed: 11/20/2025 10:46:15 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Jennifer Jorgensen  
jennifer.jorgensen@modot.mo.gov  
Secretary to the Commission  
MoDOT  
Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
*Jennifer Jorgensen*  
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**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**

Dana L. Kaiser  
Dana.Kaiser@modot.mo.gov  
Senior Executive Assistant  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 11/20/2025 10:45:12 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Tara Herx  
tara.herx@modot.mo.gov  
Senior Executive Assistant  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 11/20/2025 10:45:12 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
<p>Lisa Gerling  lisa.gerling@modot.mo.gov  Executive Assistant  Security Level: Email, Account Authentication (Optional)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/20/2025 10:46:17 AM
<p>Ian Wright  iwright@hwlochner.com  Security Level: Email, Account Authentication (Optional)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/20/2025 11:11:10 AM
<p>Mary Wilson  mwilson@nevadamo.gov  Security Level: Email, Account Authentication (Optional)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/20/2025 11:11:10 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2025 4:24:31 PM
Envelope Updated	Security Checked	11/12/2025 1:02:06 PM
Certified Delivered	Security Checked	11/20/2025 11:10:09 AM
Signing Complete	Security Checked	11/20/2025 11:11:08 AM
Completed	Security Checked	11/20/2025 11:11:10 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**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.