

BILL NO. 2024-033

ORDINANCE NO. 8656

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A SUPPLEMENTAL AGREEMENT FOR IMPROVEMENTS TO RUNWAY 13/31 AT THE CITY OF NEVADA'S MUNICIPAL AIRPORT

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

Section 1. The City of Nevada, Missouri, has been approved by the Missouri Highways and Transportation Commission for financial assistance under the State Block Grant Program to receive Airport Infrastructure grant funds for the improvement of the City of Nevada's Municipal Airport Runway 13/31.

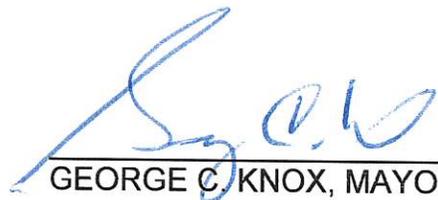
Section 2. This agreement will grant the City of Nevada an additional sum of \$8,901 which is equal to 50% of the match required for the Airport Infrastructure Grant for Project 21-082A-3.

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.

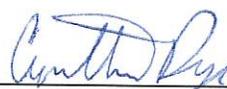
Section 4. This ordinance shall be in full force and effect after its passage and approval.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri this 21st day of May, 2024.




GEORGE C. KNOX, MAYOR

ATTEST:


CYNTHIA DYE, CITY CLERK

AGENDA ITEM

May 7, 2024

Subject: Missouri Highways and Transportation Commission Supplemental Agreement

Department: Administration

This ordinance will authorize the attached agreement with the Missouri Highways and Transportation Commission for additional funding for the Airport Runway 13/31 project.

This agreement is the additional 5% funding from the state for the airport runway 13/31 project. Grant amount is \$8,901 and is equal to the city-required match.

Total funding for project is 95/5 which breaks down to 90% Federal Grant, 5% State Grant 5% City match

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

Project No.: AIR 216-082A-1

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

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement 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, 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 Eight Thousand Nine Hundred One Dollars (\$8,901); 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.

(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.

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on 2024-11-19 | 9:36 PM CST (date).

Executed by Commission on 2024-12-19 | 4:02 PM CST (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF NEVADA

DocuSigned by:
Eric E. Schroeter
5F8CCFE9B29E499...

Signed by:
George Knox
By E68A50A14BE341E

Title Assistant Chief Engineer

Title Mayor, City of Nevada

Attest:

Attest:

DocuSigned by:
Ronda Hamlin
A7806CD7996249B...
Secretary to the Commission

Signed by:
Anthony Dye
By C6DB221A606D42A...

Title city clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA94EE9EF9E6497...
Commission Counsel

Signed by:
William McLaffree
EC714FBD4387478...

Title city counsel

Ordinance No. _____
(if applicable)

Certificate Of Completion

Envelope Id: 36646003-334D-48E3-99A4-D2F4C0A9AAE2

Status: Completed

Subject: Complete with DocuSign: 2024-03-83808.pdf

Source Envelope:

Document Pages: 4

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Michelle Niles

AutoNav: Enabled

1860 Michael Faraday Drive

Envelope Stamping: Enabled

Suite 100

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

Reston, VA 20190

michelle.niles@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

Holder: Michelle Niles

Location: DocuSign

9/27/2024 10:24:50 AM

michelle.niles@modot.mo.gov

Signer Events

George Knox

gknox@nevadamo.gov

Mayor, City of Nevada

Security Level: Email, Account Authentication (Optional), Access Code

Signature

Signed by:

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

Timestamp

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Signed: 11/19/2024 6:36:12 PM

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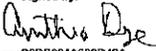
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Cynthia Dye

cityclerk@nevadamo.gov

City Clerk

Security Level: Email, Account Authentication (Optional), Access Code

Signed by:

C6DB221A608D42A...

Signature Adoption: Drawn on Device
Using IP Address: 75.243.174.96
Signed using mobile

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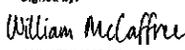
William McCaffree

wmccaffree@gmail.com

City Counsel

McCaffree Law Firm

Security Level: Email, Account Authentication (Optional), Access Code

Signed by:

EC714FBD438747E...

Signature Adoption: Pre-selected Style
Using IP Address: 23.126.72.90

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Signed: 12/12/2024 1:40:23 PM

Electronic Record and Signature Disclosure:

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ID: 73d36fbf-c9dc-4136-bcb4-28743f965362

Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Senior Associate Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

BA34EE9EF9E5407...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

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Signed: 12/18/2024 8:51:09 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

Eric E. Schroeter
Eric.Schroeter@modot.mo.gov
Assistant Chief Engineer
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

DocuSigned by:
Eric E. Schroeter
6F8CCFEB920E469...

Signature Adoption: Pre-selected Style
Using IP Address: 168.166.80.221

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Signed: 12/19/2024 3:33:22 PM

Electronic Record and Signature Disclosure:
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Pamela J. Harlan - MHTC
pamela.harlan@modot.mo.gov
Secretary to the Commission
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

DocuSigned by:
Pamela Harlan
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Signature Adoption: Uploaded Signature Image
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dana L. Kaiser
Dana.Kaiser@modot.mo.gov
Senior Executive Assistant
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

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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)

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

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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 6/7/2023 9:45:35 AM
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Lisa Gerling
 lisa.gerling@modot.mo.gov
 Executive Assistant
 Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
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Ian Wright
 iwright@hwlochner.com
 Security Level: Email, Account Authentication (Optional)
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Michelle Niles
 michelle.niles@modot.mo.gov
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)
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 Not Offered via DocuSign

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Ryan Reed
 ryan.reed@modot.mo.gov
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	12/19/2024 4:02:51 PM

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 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.