

BILL NO. 2023-057

ORDINANCE NO. 8605

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AGREEMENT AMENDMENT #2 BETWEEN THE CITY OF NEVADA AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 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 for the improvement to the City of Nevada's Municipal Airport Runway 13/31.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City of Nevada the State Block Grant Agreement for Project 21-082A-3, which is attached hereto as Exhibit "A", with the Missouri Highways and Transportation Commission.

Section 3. 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 3rd day of October 2023.



Cynthia Dye
CYNTHIA DYE, CITY CLERK

Kendall Vickers
KENDALL VICKERS, MAYOR

AGENDA ITEM
September 19, 2023

Subject: Missouri Highways and Transportation Commission State Block Grant Agreement Amendment #2 for the Airport Runway 13/31 project.

Department: Administration

This ordinance will authorize the attached agreement with the Missouri Highways and Transportation Commission State Block Grant Agreement Amendment #2 for the Airport Runway 13/31 project.

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 02/23 (MWH)

Modified:

Sponsor: City of Nevada

Project No. 21-082A-3

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #2

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 Agreement executed by the Sponsor on March 11, 2022, and executed by the Commission on March 21, 2022, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Eighteen Thousand Three Hundred Thirty-Seven Dollars (\$18,337) to the Sponsor to assist with Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on January 3, 2023, and executed by the Commission on January 18, 2023, (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) to assist with for Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System and extended the project time period from September 30, 2022, to March 1, 2023; and

WHEREAS, the Commission previously approved funds for Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design Runway 13/31 and Apron Connecting Taxiway Reconstruction, Design Underdrain System.

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

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Two Million Three Hundred Forty-Four Thousand Four Hundred Twenty-Six Dollars (\$2,344,426) for Design Runway 13/31 and Apron Connecting Taxiway Reconstruction; Design Underdrain System subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Two Hundred Fifty Thousand Three Hundred Fifty-Four Dollars (\$250,354) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(B) 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.

(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 May 30, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of March 1, 2023, will be extended to December 31, 2024, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on 2024-03-12 | 3:45 PM CDT (date).

Executed by MHTC on 2024-03-18 | 3:30 PM CDT (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NEVADA

DocuSigned by:
By: Eric E. Schroeter
5F8CCFE9B29E499...
Title: Assistant Chief Engineer

DocuSigned by:
By: Kendall Vickers
117AF1A8C2E943B...
Title: mayor

ATTEST:

ATTEST:

DocuSigned by:
By: Brenda Horton
A4666GD7996240B...
Secretary to the Commission

DocuSigned by:
By: April Day
C6DB221A608D42A...
Title: city clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
Megan L. Waters-Hamblin
BA34FE9FE9E5407
Commission Counsel

DocuSigned by:
William McLaffree
EC714FB04387476...
Title: City Counsel

Ordinance No.: _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, William McCaffree, 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.

SPONSOR: CITY OF NEVADA

William McCaffree

DocuSigned by
Name of Sponsor's Attorney (typed)

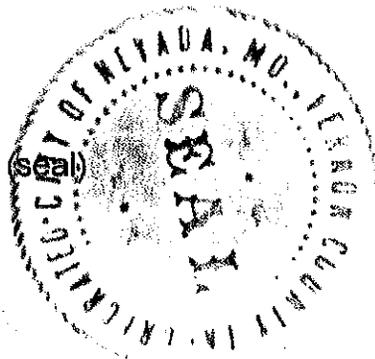
William McCaffree

EC744FBD4397476...
Signature of Sponsor's Attorney

Date 2024-03-18 | 1:40 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. 8605** adopted on the 3rd day of October 2023 is a true and correct copy of the Ordinance adopted by the City Council of the City of Nevada, Missouri, 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 12th day of October 2023

BILL NO. 2023-057

ORDINANCE NO. 8605

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Section 3. 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 3rd day of October 2023.



ATTEST,

Cynthia Dye

CYNTHIA DYE, CITY CLERK

Kendall Vickers

KENDALL VICKERS, MAYOR

Certificate Of Completion

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 Certificate Pages: 6
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 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Michelle Niles
 1860 Michael Faraday Drive
 Suite 100
 Reston, VA 20190
 michelle.niles@modot.mo.gov
 IP Address: 168.166.80.221

Record Tracking

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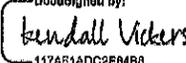
Holder: Michelle Niles
 michelle.niles@modot.mo.gov

Location: DocuSign

Signer Events

Kendall Vickers
 kendall@vickerslawfirm.com
 mayor
 Security Level: Email, Account Authentication (Optional), Access Code

Signature

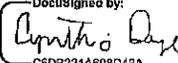
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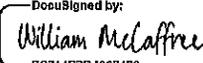
Cynthia Dye
 cityclerk@nevadamo.gov
 City Clerk
 Security Level: Email, Account Authentication (Optional), Access Code

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 Signature Adoption: Drawn on Device
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 Signed using mobile

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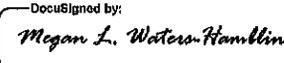
William McCaffree
 wmccaffree@gmail.com
 City Counsel
 McCaffree Law Firm
 Security Level: Email, Account Authentication (Optional), Access Code

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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Megan L. Waters-Hamblin
 Megan.Waters-Hamblin@modot.mo.gov
 Senior Administrative Counsel
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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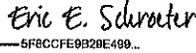
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Signer Events

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

Signature

DocuSigned by:

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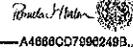
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Pamela Harlan
 pamela.harlan@modot.mo.gov
 Secretary to the Commission
 Missouri Department of Transportation
 Security Level: Email, Account Authentication
 (Optional)

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
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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:
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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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Lisa Gerling
lisa.gerling@modot.mo.gov
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)
Electronic Record and Signature Disclosure:
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Michelle Niles
michelle.niles@modot.mo.gov
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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.