

**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.

**BILL NO. 2023-057**

**ORDINANCE NO.**

**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 \_\_\_\_\_ day of October 2023.

(seal)

\_\_\_\_\_  
KENDALL VICKERS, MAYOR

ATTEST:

\_\_\_\_\_  
CYNTHIA DYE, CITY CLERK

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 Sixty Thousand Four Hundred Ninety-One Dollars (\$260,491) 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 October 31, 2023, 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 \_\_\_\_\_(date).

Executed by MHTC on \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF NEVADA

By:\_\_\_\_\_

By:\_\_\_\_\_

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

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

ATTEST:

ATTEST:

By:\_\_\_\_\_

Secretary to the Commission

By:\_\_\_\_\_

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, 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**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_