

BILL NO. 2022-001

ORDINANCE NO. 8465

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER TWO (2) TO THE CONTRACT BETWEEN THE CITY OF NEVADA AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR DESIGN OF THE RUNWAY LIGHTING PROJECT AT THE NEVADA MUNICIPAL AIRPORT.

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

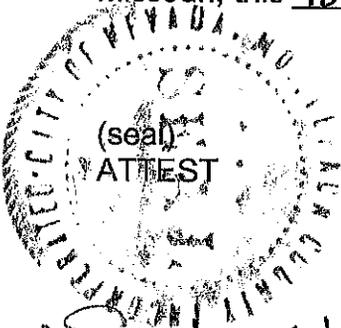
Section 1. The City of Nevada, Missouri, has been approved by the Missouri Highways and Transportation Commission for financial assistance under the State Block Grant Program in the amount not to exceed \$75,000. Amendment Number One, passed on September 10th, 2021 increased the amount of the grant agreement by \$30,000, to a total of \$105,000. This amendment, Amendment Number Two, will increase the grant amount by \$709,995, to a total of \$814,995.

Section 2. The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada this amendment to the contract with the Missouri Highways and Transportation Commission providing for planning and design of the runway lighting project at the Nevada Municipal Airport.

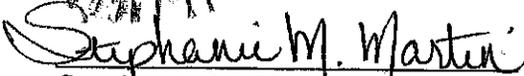
Section 3. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

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 18th day of January, 2022.




George Knox, Mayor

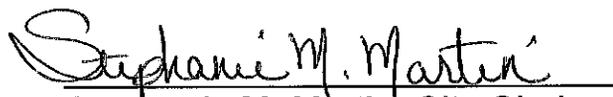

Stephanie M. Martin, City Clerk

CERTIFICATION

I, Stephanie M. Martin the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of Ordinance No. 8465 adopted Month/day/year is a true and correct copy of the ordinance adopted by the City Council of the City of Nevada, Missouri, as the same appear of record in my office and that the same have not been amended or repealed.

City of Nevada
State of Missouri




Stephanie M. Martin, City Clerk

Signed and sealed this 18th day of January 2021.

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 03/17 (MWH)

Modified:

Sponsor: City of Nevada

Project No.: 21-082A-1

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 June 28, 2021, and executed by the Commission on July 12, 2021, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Seventy-Five Thousand Dollars (\$75,000) to the Sponsor to assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on August 25, 2021, and executed by the Commission on September 10, 2021 (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed Thirty Thousand Dollars (\$30,000) to the Sponsor to assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis; and

WHEREAS, the Commission previously approved funds for assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis.

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 Seven Hundred Nine Thousand Nine Hundred Ninety-Five Dollars (\$709,995) for assist with Rehabilitate Runway 2/20 Lighting, Taxilane Lighting, and Signage; Replace Windcone; and Conduct Runway 2/20 Obstruction Analysis subject to the following conditions:

(A) The amount of this grant stated above represents one hundred percent (100%) of eligible project costs.

(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 April 15, 2022, or such subsequent date as may be prescribed in writing by the Commission.

(E) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

[Remainder of page is intentionally left blank.]

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

Executed by the Sponsor this ____ day of 2022-02-22 | 10:15 AM CST, 20__.

Executed by the Commission this ____ day of 2022-02-25 | 8:52 AM CST, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroeter
5F8CCFE9529E499...

Title Assistant Chief Engineer

DocuSigned by:
Bonnie Hamlin
A4666CD70082409...

Secretary to the Commission

CITY OF NEVADA

DocuSigned by:
Mark Mitchell
9AF0B5A037E1476...

Title City Manager

DocuSigned by:
Stephanie M. Martin
06D9221A608D42A...

Title city clerk

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamlin
0A34EE00FF0E5407...

Commission Counsel

Approved as to Form:

DocuSigned by:
William McLaffrey
EC714FBD4387476...

Title Commission 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.

CITY OF NEVADA

William McCaffree

Name of Sponsor's Attorney (typed)

DocuSigned by:

William McCaffree

Signature of Sponsor's Attorney

Date 2022-02-24 | 2:19 PM CST

Certificate Of Completion

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 Subject: Please DocuSign: 2021-12-67369.pdf
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 6
 AutoNav: Enabled
 Envelope 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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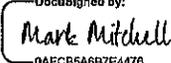
Holder: Michelle Niles
 michelle.niles@modot.mo.gov

Location: DocuSign

Signer Events

Mark Mitchell
 mmitchell@nevadamo.gov
 City Manager
 Security Level: Email, Account Authentication
 (Optional), Access Code

Signature

DocuSigned by:

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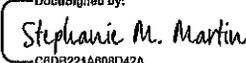
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Stephanie M. Martin
 cityclerk@nevadamo.gov
 City Clerk
 Security Level: Email, Account Authentication
 (Optional), Access Code

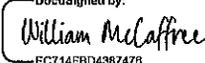
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William McCaffree
 wmccaffree@gmail.com
 Commission Counsel
 McCaffree Law Firm
 Security Level: Email, Account Authentication
 (Optional), Access Code

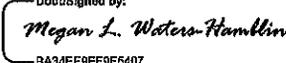
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Megan L. Waters-Hamblin
 Megan.Waters-Hamblin@modot.mo.gov
 Senior Administrative Counsel
 Missouri Department of Transportation
 Security Level: Email, Account Authentication
 (Optional)

DocuSigned by:

 BA34EE8EF9E6407...

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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:
Eric E. Schroeter
6F8CCFE9B29E49B...

Signature Adoption: Pre-selected Style
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Signed: 2/25/2022 6:29:43 AM

Electronic Record and Signature Disclosure:
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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:
Pamela Harlan
A4866CD7986249B...

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In Person Signer Events

Signature

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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

Tara Herx
Tara.Herx@modot.mo.gov
Security Level: Email, Account Authentication (Optional)
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)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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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Carbon Copy Events

Andrew C. Hanks
Andrew.Hanks@modot.mo.gov
Aviation Prorams Manager
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 2/25/2022 8:52:27 AM

Matt Jacobs
mjacobs@hwlochner.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	2/25/2022 8:52:28 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 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.