

**AN ORDINANCE AMENDING ORDINANCE #2376 AUTHORIZING THE MAYOR OF THE CITY OF WAYNESVILLE TO EXECUTE A SUPPLEMENTAL AGREEMENT FOR AIRPORT AID BETWEEN THE CITY OF WAYNESVILLE, CITY OF ST. ROBERT AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION;
FIXING AN EFFECTIVE DATE**

WHEREAS, on August 1, 2019 the City Council of the City of Waynesville entered into an Airport Aid Agreement, Project number AIR 196-057B-1, with the Missouri Highways and Transportation Commission for Air Service Promotion for the Waynesville/St. Robert Regional Airport; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work regarding airport promotion and marketing.

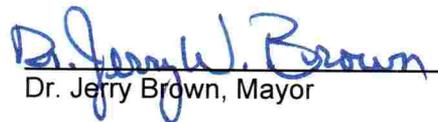
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MO AS FOLLOWS:

Section 1. The Mayor and/or City Administrator is hereby authorized to execute, on behalf of the City of Waynesville, Missouri, Exhibit "A", a supplemental agreement with the City of St. Robert and the Missouri Highways and Transportation Commission to grant an extension to the project time period from December 31, 2020 to December 31, 2021.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL ON THIS 21st DAY OF JANUARY, 2021.


Dr. Jerry Brown, Mayor

ATTEST:


Michele Brown, City Clerk

Bill Number: 20-170

Ordinance Number: 3630

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID
AGREEMENT (PROJECT NO. AIR 196-057B-1) (FOR YEAR 2021)**

WHEREAS, the Board of Aldermen of the City of St. Robert, Missouri has determined that it is in the best interest of the City to enter into a Missouri Highways and Transportation Commission Second Supplemental Agreement to Airport Aid Agreement (Project No. AIR 196-057B-1) (for year 2021), between the Missouri Highways and Transportation Commission, the City of Waynesville, and the City of St. Robert.

Be it ordained by the Board of Aldermen of the City of St. Robert, Missouri as follows:

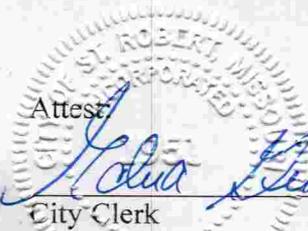
SECTION 1. A copy of the Missouri Highways and Transportation Commission Second Supplemental Agreement to Airport Aid Agreement (Project No. AIR 196-057B-1) (for year 2021) is attached hereto as **Exhibit A** and is incorporated herein by reference. This agreement extends the time to allow for the completion of work under an existing Airport Aid Agreement, Project No. AIR 196-057B-1. Pursuant to this supplemental agreement, the project deadline will be extended from December 31, 2020 to December 31, 2021.

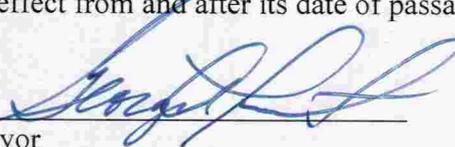
SECTION 2. The Board of Aldermen reviews the Missouri Highways and Transportation Commission Second Supplemental Agreement to Airport Aid Agreement (Project No. AIR 196-057B-1) (for year 2021), finds this second supplemental agreement is in the best interest of the City, and approves the agreement.

SECTION 3. The Mayor is authorized to execute the Missouri Highways and Transportation Commission Second Supplemental Agreement to Airport Aid Agreement (Project No. AIR 196-057B-1) (for year 2021) on behalf of the City and the City Clerk is directed to affix thereto the official seal of the City and to attest to the same.

SECTION 4. All ordinances or parts of ordinances which are in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its date of passage and approval.

Attest

Julia Lewis
City Clerk


Mayor

Read three times and approved by the Mayor on December 22, 2020.


Mayor

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 196-057B-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 the City of Waynesville (hereinafter, "Sponsor") and the City of St. Robert (hereinafter, "Co-Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor and Co-Sponsor on August 1, 2019, and executed by the Commission on August 15, 2019 (hereinafter, "Original Agreement") under which the Commission granted the sum of Eighty-Five Thousand Dollars (\$85,000) to the Sponsor to assist in specified Air Service Promotion and Marketing; and

WHEREAS, the parties entered into a First Supplemental Agreement to Airport Aid Agreement executed by the Sponsor and Co-Sponsor on April 16, 2020, and executed by the Commission on May 20, 2020 (hereinafter, "First Supplemental Agreement") under which the parties extended the project time period from June 30, 2020 to December 31, 2020, to allow for completion of the work; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2020, will be extended to December 31, 2021 to allow for completion of the work. Paragraph (1) of the First Supplemental Agreement is hereby amended accordingly.

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

IN WITNESS WHEREOF, the parties have entered into and accepted this

Agreement on the last date written below.

Executed by the Sponsor this _____ day of 2021-01-25 | 11:42 AM CST, 20____.

Executed by the Co-Sponsor this _____ day of 2021-02-02 | 12:41 PM PST, 20____.

Executed by the Commission this _____ day of 2021-02-18 | 9:43 AM CST, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Signed by:
Eric Schroeter
5F8CCFE9829E499...

Title Assistant Chief Engineer

Attest:
Signed by:
Brenda Horton
A4DB8CD7996249E...

Secretary to the Commission

Approved as to Form:
Megan Waters-Hamblin
BA04EE9EF9E5407...

Commission Counsel

SPONSOR CITY OF WAYNESVILLE

Signed by:
Jerry Brown
3E075BF327014DD...

Title Mayor

Attest:
Signed by:
Michele Brown
1B99C263C80042F...

Title City Clerk

Approved as to Form:
[Signature]
084AB7EC38E94DC...

Title City Attorney

Ordinance No. _____



CO-SPONSOR CITY OF ST. ROBERT

Signed by:
[Signature]
89FE9FA2CA474E9...

Title Mayor

Attest:
Signed by:
Edna Givins
1EA014FE41DB455...

Title Finance Officer

Approved as to Form:
Tyce Smith
8C672AC4680548F...

Title Senior Partner

Ordinance No. _____



Certificate Of Completion

Envelope Id: B18326A569E94F36A4A14730401B76C9	Status: Completed
Subject: Please DocuSign: Second Supplemental Agreement to Airport Aid Agreement for Project AIR 196-057B-1	
Source Envelope:	
Document Pages: 6	Signatures: 9
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Amy M. Ludwig
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Drive
	Suite 100
	Reston, VA 20190
	Amy.Ludwig@modot.mo.gov
	IP Address: 168.166.80.221

Record Tracking

Status: Original	Holder: Amy M. Ludwig	Location: DocuSign
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Signer Events

Kelly St. John
kstjohn@laubermunicipal.com
City Attorney
Security Level: Email, Account Authentication (Optional), Access Code

Signature

DocuSigned by:

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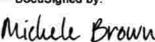
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Michele Brown
mbrown@waynesvillemo.org
City Clerk
Security Level: Email, Account Authentication (Optional), Access Code

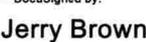
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Jerry Brown
jwbrown@socket.net
Mayor
Security Level: Email, Account Authentication (Optional), Access Code

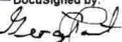
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George Lauritson
gmayer18@yahoo.com
Mayor
Security Level: Email, Account Authentication (Optional), Access Code

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Signed using mobile

Electronic Record and Signature Disclosure:

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Edna Givins
egivins@saintrobert.com
Finance Officer
Security Level: Email, Account Authentication (Optional), Access Code

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Edna Givins
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Tyce Smith
tyce@smithturley.com
Senior Partner
Security Level: Email, Account Authentication (Optional), Access Code

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

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Megan Waters-Hamblin
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Electronic Record and Signature Disclosure:
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Eric Schroeter
eric.schroeter@modot.mo.gov
Assistant Chief Engineer
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)

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Eric Schroeter
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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)

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Electronic Record and Signature Disclosure:
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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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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	COPIED	Sent: 2/18/2021 9:43:55 AM
Jennifer Schulte jennifer.schulte@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/18/2021 9:43:57 AM
Miriam Jones miriam.jones@waynesvillemo.org Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/18/2021 9:43:59 AM
John Doyle john.doyle@waynesvillemo.org Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/18/2021 9:44:00 AM
Amy M. Ludwig amy.ludwig@modot.mo.gov Administrator of Aviation Missouri Department of Transportation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/18/2021 9:44:02 AM

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Notary Events	Signature	Timestamp
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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.