

BILL NO. 23-22

ORDINANCE NO. 2081

AN ORDINANCE APPROVING A SURFACING/MAINTENANCE AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the Missouri Highways and Transportation Commission (“MHTC”) has proposed to resurface portions of Broadway/Route F in the downtown area of the City of Oak Grove, Missouri (“City”) including the traveled thruway and the adjacent areas where parking is permitted within MHTC right of way (the “parking areas”); and

WHEREAS, in exchange for resurfacing the parking areas, MHTC has requested that the City agree to maintain the parking areas in the future after the resurfacing; and

WHEREAS, the Board of Aldermen desires to enter into an agreement with MHTC regarding the resurfacing and future maintenance of the parking areas; and

WHEREAS, the City is authorized to enter into cooperative agreements with other governmental entities pursuant to Sections 70.210 to 70.320 RSMo; and

WHEREAS, Section 70.230 RSMo provides that the City may enter into such cooperative agreements by ordinance duly enacted.

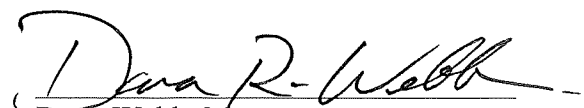
NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Surfacing/Maintenance Agreement Between the Missouri Highways and Transportation Commission and the City of Oak Grove, Missouri, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor and the City Clerk are authorized to execute said Agreement on behalf of the City of Oak Grove, Missouri.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed by the Board of Aldermen of the City of Oak Grove, Missouri, this 10th day of July, 2023.


Dana Webb, Mayor

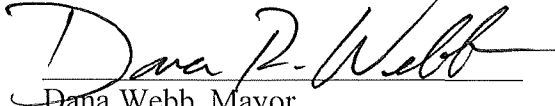
(Seal)

ATTEST:



Kim Drury, City Clerk

APPROVED THIS 10th DAY OF JULY, 2023.



Dana Webb, Mayor

(Seal)

ATTEST:



Kim Drury, City Clerk

Exhibit A

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACING/MAINTENANCE AGREEMENT

[see attached]

CCO Form: DE64
Approved: 11/96 (KMH)
Revised: 03/17 (BG)
Modified:

Agreement No.: 2023-06-80322
Job No.: J4P3060
County: Jackson
Route: F

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACING/MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Oak Grove**, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission proposes to resurface portions of Route F and the area immediately adjacent to the traveled thruway where parking of vehicles is permitted (hereinafter, "parking areas");

WHEREAS, the City agrees to maintain the parking areas once the Commission completes resurfacing; and

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

(1) PURPOSE: The purpose of this Agreement is for the Commission to resurface portions of Route F, in the City of Oak Grove, Jackson County.

(2) DESCRIPTION OF ROUTE TO BE RESURFACED: The route to be resurfaced, their locations and widths being as follows:

Route F, from 11th street south to 13th Street as listed in Job No. J4P3060, Work Order 115.

(3) DUTIES OF COMMISSION: The Commission will resurface Route F and the area immediately adjacent to the traveled thruway where parking of vehicles are permitted.

(4) COST OF WORK: The Commission will be solely responsible for the cost of the project.

(5) MAINTENANCE: After acceptance of the project, the City will accept the responsibility of the maintenance work on the parking areas at its cost, including striping of parking stalls.

(6) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(7) PERMITS:

(A) In order to coordinate maintenance activities on the public improvement, the City shall notify the Commission, either by telephone or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Kansas City's District Traffic Engineer and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes that may affect the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(B) All work zone signs and traffic control devices to be used on Commission right of way shall be in accordance with the latest revision Manual on Uniform Traffic Control Devices to the extent that the latter is approved by the Commission and the Federal Highway Administration.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and

approved by the duly authorized representatives of the City and the Commission.

(10) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) CITY'S REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative has been given authority by city ordinance attached as Exhibit B and incorporated by reference to this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) EXECUTIVE ORDER: The City shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the City hereby certifies that any employee of the City assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the City fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the City has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination, or suspension in whole or in part or both.

(14) INCORPORATION OF PROVISIONS: The City shall include the provisions of paragraph 11 of this Agreement in every subcontract. The City shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(16) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Mayor Dana Webb
405 SE 14th Street
Oak Grove, MO 64075
dwebb@cityofoakgrove.com
Fax: 816-690-8478

- (B) To the Commission:
District Engineer Chris Redline
600 NE Colbern Road
Lee's Summit, MO 64086
Christopher.Redline@modot.mo.gov
Fax: 816-622-6323

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(17) VENUE: 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.

[The remainder of this page is intentionally blank]

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

Executed by City this 2023-08-17 | 7:37 AM PDT Date.

Executed by the Commission this 2023-08-23 | 2:56 PM CDT Date.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

DocuSigned by:
Eric Schroeter
5F8CCFE0B20E400...
Assistant Chief Engineer
Title _____

CITY OF OAK GROVE

DocuSigned by:
Dave P. Webb
C7A0D8CAC0764B2...
By _____
Mayor
Title _____

ATTEST:
DocuSigned by:
Bonnie Halton
A4666CD7996249B...
Secretary to the Commission

ATTEST:
DocuSigned by:
Kim Drury
AC2C460133F54E3...
By _____
City Clerk
Title _____

Approved as to Form:
DocuSigned by:
Gary J. Holtmeyer, Jr.
1737AAEC848DAE3...
Commission Counsel

Approved as to Form:
By _____
Title _____

Ordinance No. 2081

Certificate Of Completion

Envelope Id: 36BC15C57D874CAEB43E91973EE20494

Status: Completed

Subject: Complete with DocuSign: 2023-06-80322.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jill Bruss

AutoNav: Enabled

1860 Michael Faraday Drive

Envelopeld Stamping: Enabled

Suite 100

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

Reston, VA 20190

Jill.Bruss@modot.mo.gov

IP Address: 69.247.193.217

Record Tracking

Status: Original

Holder: Jill Bruss

Location: DocuSign

8/11/2023 9:08:20 AM

Jill.Bruss@modot.mo.gov

Signer Events

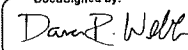
Dana Webb

dwebb@cityofoakgrove.com

Mayor

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

Signature

DocuSigned by:

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Signature Adoption: Drawn on Device

Using IP Address: 73.48.45.209

Timestamp

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Viewed: 8/16/2023 9:47:31 AM

Signed: 8/17/2023 9:37:38 AM

Authentication Details

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/11/2023 4:31:14 PM

Phone: +1 816-985-3353

SMS Auth:

Transaction: a25b4561-5e1c-425e-bd9d-855f21136b00

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/16/2023 9:47:17 AM

Phone: +1 816-985-3353

SMS Auth:

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/17/2023 9:32:22 AM

Phone: +1 816-985-3353

Electronic Record and Signature Disclosure:

Accepted: 8/16/2023 9:47:31 AM

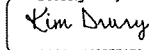
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Kim Drury

Kdrury@cityofoakgrove.com

City Clerk

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

AC2C460133FF4E3...

Signature Adoption: Pre-selected Style

Using IP Address: 50.194.208.115

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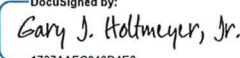

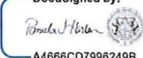
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Signed: 8/17/2023 11:29:24 AM

Electronic Record and Signature Disclosure:

Accepted: 8/17/2023 9:40:11 AM

ID: 0b32ccd7-6978-45f7-9c73-0fe84683d0f5

Signer Events	Signature	Timestamp
<p>Gary J. Holtmeyer, Jr. Gary.Holtmeyer@modot.mo.gov Regional Counsel Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  1737AAEC848D4E3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 23.84.150.247</p>	<p>Sent: 8/17/2023 11:29:26 AM Viewed: 8/23/2023 2:15:36 PM Signed: 8/23/2023 2:15:59 PM</p>
<p>Eric Schroeter eric.schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  5F8CCFE9829E499...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221</p>	<p>Sent: 8/23/2023 2:16:00 PM Viewed: 8/23/2023 2:56:04 PM Signed: 8/23/2023 2:56:10 PM</p>
<p>Pamela Harlan pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  A4666CD7998249B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221</p>	<p>Sent: 8/23/2023 2:56:12 PM Viewed: 8/23/2023 3:04:31 PM Signed: 8/23/2023 3:04:37 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411</p>		

In Person Signer Events	Signature	Timestamp
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
<p>Dana L. Kaiser Dana.Kaiser@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/23/2023 2:16:01 PM</p>
<p>Tara Herx tara.herx@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/23/2023 2:16:01 PM</p>

Carbon Copy Events	Status	Timestamp
Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Asst Secretary to the Commission MoDOT Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 6/7/2023 9:45:35 AM ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 8/23/2023 2:56:12 PM

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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Signing Complete	Security Checked	8/23/2023 3:04:37 PM
Completed	Security Checked	8/23/2023 3:04:37 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.