TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
OCTOBER 17, 2023
REGULAR SESSION NO. 13
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City Hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on October 17, 2023 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 841 1185 1426
Passcode: 844605

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ Proclamation recognizing World Polio Day

Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

STUDY SESSION

2022 Sales Tax Report Card Presentation
Michael Graham, Finance Director

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
   All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

   Minutes from the September 30, 2023 Board of Aldermen Special Session
   Minutes from the October 3, 2023 Board of Aldermen Meeting

   R-3551-23: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH MIDWEST ANIMAL RESQ FOR VETERINARY AND ADOPTION SERVICES IN EXCESS OF $50,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2022-2023. Point of Contact: Diane Egger, Community Development Director.

OLD BUSINESS

2. **SECOND READING: Bill 6646-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF RAYTOWN, MISSOURI FOR SEWER SERVICE. Point of Contact: Damon Hodges, City Administrator.

NEW BUSINESS

3. **R-3552-23: A RESOLUTION** AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF CONSERVATION IN THE AMOUNT OF $35,000.00 TO UPDATE THE PARKS TREE INVENTORY PROGRAM AND COMPLETE NEEDED TREE MAINTENANCE ON PARK PROPERTIES. Point of Contact: Dave Turner, Parks and Recreation Director.

4. **R-3553-23: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2023 FORD F-150 POLICE INTERCEPTOR FROM SHAWNEE MISSION FORD AND UPFITTING WITH 911 CUSTOM AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $62,000.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robert Kuehl, Police Chief.

5. **R-3554-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND T&B TRUCKING & EXCAVATING LLC FOR THE 83RD STREET STORMWATER PROJECT IN AN AMOUNT NOT TO EXCEED $456,937.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET**.** Point of Contact: Robinson Camp, Public Works Director.

6. **R-3555-23: A RESOLUTION** APPROVING THE PURCHASE OF A GENERATOR FOR CITY HALL FROM CUMMINS INC. OFF THE SOURCEWELL PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED $169,218.50 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

ADJOURNMENT

Special Sales Tax Citizen Review Committee

Dedicated to Protecting Your Sales Tax Dollars

CITY OF RAYTOWN

2022 Administrative and Fiscal Report Card

1/2 Cent Transportation Sales Tax
3/8 Cent Capital Sales Tax
1/2 Cent Public Safety Sales Tax

Transportation Sales Tax

Audited Numbers as of October 31, 2022

Beginning Fund Balance - **$1,027,995**

2022 Revenues - $1,988,770

2022 Expenses - $1,772,472

- ⇒ Salt purchase
- ⇒ 2022 Street Reconstruction
- ⇒ Engineering Services
- ⇒ Design Services
- ⇒ 2022 Street Maintenance Program
- ⇒ 2022 KCATA Transit Service in Raytown

Ending Fund Balance - **$ 1,244,291**

* GAAP Encumbrances are included in the Ending Fund Balance.

2022 Transportation Purchases

RideKC FREEDOM

2022 KCATA Transit Service

2022 Transportation Improvements

Salt Purchased

Asphalt Street Patching

Street Crack Sealing

Half Inch UBAS Overlay

Neighborhood Street Reconstruction

Pavement Marking Project

Capital Sales Tax

Audited Numbers as of October 31, 2022

Beginning Fund Balance **$1,456,715**
2022 Revenues - $1,434,387
2022 Expenses - $1,570,787

- ⇒ 2022 Stormwater Maintenance Projects -
- ⇒ Panasonic Tough Book Mobile Date Terminals
- ⇒ Workstations and server for Police Department
- ⇒ Uniforms and Body armor for Police Department
- ⇒ Radios for new officers and vehicles
- ⇒ Replacement vehicles for Police Department
- ⇒ IT network switches for Police Department
- ⇒ Key Card Entry and Security Cameras for Public Works/Fleet
- ⇒ Building asset condition assessment
- ⇒ Replacement loader Public Works - Storm Water Master Plan phases III and VI
- ⇒ Community Development Vehicle

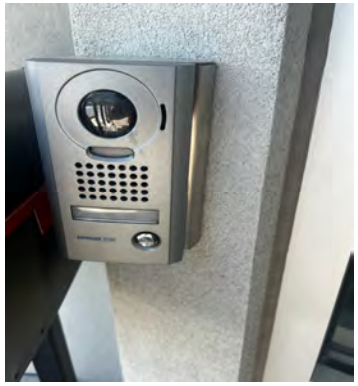
Ending Fund Balance - **$1,320,315**

Police & Public Works Department Purchases

Body Armor

Replacement Loader

Key Card Entry & Camera System
PW/Fleet



New Community Development Vehicle

Public Safety Sales Tax

Audited Numbers as of October 31, 2022

Beginning Fund Balance	**$ 845,899**
2022 Revenues	$1,899,955
2022 Expenses	$2,040,812

- ⇒ Portion of Salaries and Benefits for Police Department
- ⇒ In-car camera cloud-based video storage
- ⇒ Uniforms and minor equipment
- ⇒ Guardian Tracking, an employee performance software
- ⇒ Software and IT expenses
- ⇒ Additional Radio Channels to obtain encryption
- ⇒ Microfilm conversion equipment
- ⇒ Training and Education
- ⇒ Police vehicle
- ⇒ Nixle emergency notification subscription

Ending Fund Balance - **$ 705,042**

We are proud to say that we believe "Raytown City Government is operating at a high level of efficiency. We are confident they will continue to perform at this level for the remainder of the bond and sales tax issues. All expenditures are consistent with the sales tax expectations, and the voters' intended use for the sales tax. "

2022 Administration Report Card

(Committee Submitted September 2023)

"As of October 31, 2022 all expenditures have met the intent of the Citizens of Raytown."

Average Departmental Report Card Score

Mayor / Alderman Liaison

- Coordination / Procedures **O**

Finance Department

- Budget Forecasting **E**
- Bidding Process **E**
- Teamwork / Coordination **E**

Public Works Department

- Budget Forecasting **E**
- Bidding Process **E**
- Quality of Products Purchased **E**
- Teamwork / Coordination **E**

Police Department

- Budget Forecasting **E**
- Bidding Process **E**
- Quality of Products Purchased **E**
- Teamwork / Coordination **E**

LEGEND:
(**N**) Needs Improvement; (**B**) Below Average; (**M**) Meets Committee Standards; (**O**) Outstanding; (**E**) Exceptional

Future Sales Tax Projects

The City plans to continue with its annual fleet and workstation replacement program. The City plans to continue improving the infrastructure and buildings.

Special Sales Tax Citizen Review Committee

Fiscal Year 2022

Chair - Jim Schaap

Ward 1
Deborah Sommer

Ward 2
Rudolph Pieters

Ward 3
Evan Gorrell

Ward 4
Darrell Swofford

Ward 5
Jim Schaap

At Large Member
Jason Hull

At Large Member
Jeremy Bledsoe, Sr.

Board Liaison - Mary Jane VanBuskirk

MINUTES
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 30, 2023
SPECIAL SESSION NO. 1
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
1:30 P.M.

OPENING SESSION

Mayor Michael McDonough called the September 30, 2023, Board of Aldermen Special Session to order at 1:31 p.m.

Roll was called by Teresa Henry, City Clerk, and attendance was as follows:

Present: Alderman Bonnaye Mims, Alderman Ian Scott, Alderman Diane Krizek, Alderman Loretha Hayden, Alderman Bill Van Buskirk, Alderman Ryan Myers, Alderman Theresa Garza

Absent: Alderman Greg Walters, Alderman Jim Aziere, Alderman Janet Emerson

LEGISLATIVE SESSION

NEW BUSINESS

1. **FIRST READING: Bill 6645-23, Section VIII: AN ORDINANCE** REPEALING ORDINANCE NO. 5736-23 AND APPROVING AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023. Point of Contact: Michael Graham. Finance Director.

   ★ **A suspension of the rules is being requested due to statutory requirements.**

The bill was read by title only by Teresa Henry, City Clerk.

Michael Graham, Finance Director explained the need for an emergency meeting was the State required for the City of Raytown to set its property tax rate by October 1; therefore, it was necessary to have an emergency meeting to set the rate by the statutorily required date.

Mr. Graham gave a brief presentation of the need for the repeal of the previously approved ordinance and the need to approve the ordinance as presented to the Board.

Mr. Graham went on to explain that upon finalizing documentation with the State Auditor's office, the state formula resulted in a lower levy rate than the informal calculation completed for the September 19, 2023 public hearing. The information prepared for the public notice was calculated based off of information submitted.

Alderman Walters joined the meeting at 1:34 p.m.

Alderman Van Buskirk, seconded by Alderman Mims made a motion to suspend the rules. The motion was approved by a vote of 8-0-2.

DRAFT

Yes: Aldermen Van Buskirk, Mims, Scott, Krizek, Hayden, Walters, Myers, Garza
Nays: None
Absent: Aldermen Aziere, Emerson

The bill was read for the second time by title only by Teresa Henry, City Clerk.

Aldermen Mims, seconded by Alderman Hayden made a motion to approve. The motion was approved by a vote of 7-0-3.

Ayes: Aldermen Mims, Hayden, Krizek, Scott, Van Buskirk, Walters, Garza, Myers
Nays: None
Absent: Aldermen Aziere, Emerson

It became **Ordinance No. 5737-23.**

ADJOURNMENT

Alderman Mims, seconded by Alderman Hayden made a motion to adjourn. The motion was approved by a majority of those present.

The meeting was adjourned at 1:37 p.m.

_____
Teresa M Henry, City Clerk, MRCC

DRAFT

MINUTES
RAYTOWN BOARD OF ALDERMEN
OCTOBER 3, 2023
REGULAR SESSION NO. 12
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the October 3, 2023, Board of Aldermen Regular meeting to order at 7:00 p.m. Travis Yeargans of River's Edge Fellowship, provided the invocation and led the pledge of allegiance.

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Greg Walters, Alderman Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek

Alderman Aziere, seconded by Alderman Emerson, made a motion to accept the amended agenda which adds Bill 6646-23 as item number 5. The motion was approved by a vote of 10-0.

Ayes: Aldermen Aziere, Emerson, Van Buskirk, Scott, Krizek, Mims, Hayden, Walters, Garza, Myers
Nays: None

Proclamations/Presentations

Mayor McDonough presented a proclamation to Robert Atkins, Jr.

Public Comments

Jeff Vance, 11800 Military Club Road

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

None

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

Minutes from the September 19, 2023 Board of Aldermen Meeting

Alderman Myers, seconded by Alderman Garza, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Garza, Mims, Scott, Krizek, Emerson, Hayden, Van Buskirk, Walters, Aziere
Nays: None

NEW BUSINESS

2. **R-3548-23: A RESOLUTION** AUTHORIZING AND APPROVING A COMMUNICATIONS SYSTEM & SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE T1 TO ETHERNET BACKHAUL PROJECT AND INITIAL CONVERSION PURCHASE IN AN AMOUNT NOT TO EXCEED $98,000.00. Point of Contact: Robert Kuehl, Police Chief.

The item was read by title only by Teresa Henry, City Clerk.

Captain Schwarz, of the Raytown Police Department, presented the item along with Chief Robert Kuehl.

Alderman Myers, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Scott, Emerson, Krizek, Aziere, Mims, Van Buskirk, Walters, Garza, Hayden
Nays: None

3. **R-3549-23: A RESOLUTION** APPROVING AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $53,849.40 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $1,595,351.40 FOR FISCAL YEAR 2022-2023. Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

Robinson Camp, Public Works Director, presented the item.

Alderman Myers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Emerson, Mims, Scott, Krizek, Hayden, Van Buskirk, Walters, Aziere, Garza
Nays: None

4. **R-3550-23: A RESOLUTION** AUTHORIZING AND APPROVING THE BUDGET OF THE CITY OF RAYTOWN FOR FISCAL YEAR 2023-2024. Point of Contact: Damon Hodges, City Administrator.

The item was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Aziere, Garza, Hayden, Van Buskirk, Myers, Emerson, Scott, Walters, Krizek
Nays: None

DRAFT

5. **FIRST READING: Bill 6646-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF RAYTOWN, MISSOURI FOR SEWER SERVICE. Point of Contact: Damon Hodges, City Administrator.

The item was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item.

ADJOURNMENT

Alderman Mims, seconded by Alderman Scott, made a motion to adjourn.
The motion was approved by a majority of those present.

The meeting was adjourned at 7:42 p.m.

_____
Teresa M. Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/09/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Resolution

SUBJECT/REQUEST

Resolution Authorizing and Approving expenditures for animal services, which are above the City Administrator's authority, but are within the budgeted amount.

BACKGROUND/JUSTIFICATION

The City of Raytown has a contract with Midwest Animal ResQ for veterinary services to perform animal care and shelter.

RECOMMENDED MOTION

Recommended approval for spending up to the budgeted amount for animal services.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

None

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/05/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

Approve Ordinance authorizing and approving a Cooperative Agreement with the City of Kansas CIty, MIssouri for sewer services.

BACKGROUND/JUSTIFICATION

Approval of an ordinance authorizing and approving a Cooperative Agreement for Sewer Services between the City of Kansas City, Missouri and the City of Raytown, Missouri.

The proposed Cooperative Agreement between the City of Kansas City, Missouri and the City of Raytown, Missouri was last approved by the Board of Aldermen on October 18, 2000.

There are no other feasible alternatives. The cost for the City of Raytown to treat our own sewer or to pump it to Little Blue Valley for treatment would be very expensive. Approximately 1/5 of Raytown's Sanitary Sewers are treated by Kansas City.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Cooperative Agreement-Sewer Services KCMO
2.	KCMO Raytown IJA Sewer Services Agreement - FINAL

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

AN ORDINANCE AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF RAYTOWN, MISSOURI FOR SEWER SERVICE

WHEREAS, The City of Raytown, Missouri, a city of the fourth class of the State of Missouri, hereinafter referred to as “Raytown” and the City of Kansas City, Missouri, a municipal charter corporation of the State of Missouri, hereinafter referred to as "KCMO" seek approval of a Cooperative Agreement for Sewer Service; and

WHEREAS, certain areas within Raytown drain into natural drainage areas or basins which continue through KCMO, and certain areas within KCMO drain into natural drainage areas or basins which continue through Raytown; and

WHEREAS, Raytown, under the provisions of RSMo. Section 250.010 et. seq, and KCMO, under the provisions of Kansas City Charter, Section 401, are empowered to acquire, construct, improve or extend, and to maintain and operate, a sewerage system, including sewage treatment plants to secure proper sanitary conditions for the preservation of public health; and

WHEREAS, KCMO and Raytown have and/or intend to develop Master Plans for Sewerage Service in Joint Watersheds; and

WHEREAS, the provisions of RSMo. Section 70.210 et. seq, allow political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, KCMO and Raytown now desire to make the following cooperative agreement which will implement, to the maximum extent practicable, the joint use of their existing sewerage systems and any sewerage facilities to be constructed in the future.

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

SECTION 1 – APPROVAL OF THE COOPERATIVE AGREEMENT. That the Cooperative Agreement between the City of Kansas City, Missouri and the City of Raytown, Missouri for sewer services attached here to and made a part of is hereby authorized and approved.

SECTION 2 – AUTHORIZATION TO EXECUTE COOPERATIVE AGREEMENT. That the City Administrator is authorized to execute said Cooperative Agreement on behalf of the City of Raytown, Missouri and the City Clerk is hereby authorized to attest the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

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

BE IT REMEMBERED that the above was read two times by heading only,

PASSED AND ADOPTED by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri this 17th day of October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

COOPERATIVE AGREEMENT FOR SEWER SERVICE
BETWEEN
THE CITY OF KANSAS CITY, MISSOURI
AND
THE CITY OF RAYTOWN, MISSOURI

This Agreement, made and entered into this __ day of _____, 2023, by and between The City of Raytown, Missouri, a city of the fourth class of the State of Missouri, hereinafter referred to as "Raytown" and the City of Kansas City, Missouri, a municipal charter corporation of the State of Missouri, hereinafter referred to as "KCMO".

WITNESSETH:

WHEREAS, certain areas within Raytown drain into natural drainage areas or basins which continue through KCMO, and certain areas within KCMO drain into natural drainage areas or basins which continue through Raytown; and

WHEREAS, Raytown, under the provisions of RSMo. Section 250.010 et. seq, and KCMO, under the provisions of Kansas City Charter, Section 401, are empowered to acquire, construct, improve or extend, and to maintain and operate, a sewerage system, including sewage treatment plants to secure proper sanitary conditions for the preservation of public health; and

WHEREAS, KCMO and Raytown have and/or intend to develop Master Plans for Sewerage Service in Joint Watersheds; and

WHEREAS, the provisions of RSMo. Section 70.210 et. seq, allow political subdivisions and municipalities of Missouri to contract and cooperate with other political subdivisions and municipalities for the planning, development, construction, acquisition, or operation of public improvements or facilities, or for common services; and

WHEREAS, KCMO and Raytown now desire to make the following cooperative agreement which will implement, to the maximum extent practicable, the joint use of their existing sewerage systems and any sewerage facilities to be constructed in the future.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between Raytown and KCMO as follows:

ARTICLE I
SERVICE CONDITIONS

A. **Scope**

This Agreement applies only to those areas of Raytown and KCMO served by interconnection points listed in Attachments A-1 and B-1 hereof. Attachment A-1 identifies and describes those interconnection points covered by this Agreement for waste conveyance and treatment services. Attachment B-1 identifies and describes those interconnection points for wastewater conveyance services only. The parties recognize that additional interconnection points may be necessary in the future.

B. **Operation and Maintenance**

KCMO and Raytown will control, own, operate, and maintain their respective sewerage systems, which now exist or which in the future will be constructed by either party in drainage areas common to KCMO and Raytown, according to standard engineering practices and, in doing so, will effectively police and control their respective sanitary sewerage systems so as to preclude to the extent practicable the entrance of storm waters therein, including excessive inflow and infiltration.

C. **Construction of Facilities**

In constructing sewers, either public or special assessment, or treatment works, to serve drainage areas common to both KCMO and Raytown, each party hereto will provide adequate capacity at its corporate limits for the reception of the sanitary sewage and wastes (not inclusive of excessive inflow and infiltration) from the other party through the interconnection points. Such sewerage improvements and existing sewerage systems shall thereafter be available for connection to, and reception of sanitary sewage and wastes from the sewerage system of the other party.

D. **Interconnection Monitoring Facilities (IMFs)**

1. The contributing party shall be responsible for the installation of an interconnection monitoring facility (IMF) at each point of interconnection where sanitary sewage and wastes are received by the receiving party, if such wastes are treated by KCMO and if such flows include discharge:

   (a) from 250 or more dwelling units, or
   (b) of flows greater than 25,000 gallons per day average daily flow.

   Where a point of interconnection does not meet any of these criteria, the contributing party shall provide at such interconnection point a suitable monitoring structure, consisting of a standard manhole to allow access or testing, and shall be exempted from this IMF requirement at such interconnection point only until one of the above criteria are met.

2. This Section on IMFs covers those interconnection points as detailed in Attachment A-2 and attached hereto and made a part hereof.

   (a) Each IMF shall include at least those capabilities as outlined in Attachment E.
   (b) Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.
   (c) The design and installation of each IMF shall be reviewed and approved in writing by KCMO.

3. Following installation of IMFs as required by this Agreement, KCMO at its expense shall thereafter be responsible for the maintenance and replacement of such facilities, and the testing and calibration of equipment therein including sampling equipment. KCMO and Raytown shall supply to each other any data generated during any inspection or testing of the facilities or equipment.

4. Raytown agrees to complete construction of IMFs as shown on Attachment A-2. KCMO agrees to share equally with Raytown the cost of all IMFs required to be installed by Raytown, as shown on Attachment A-2 and any future IMFs required by paragraph D1.

5. Whenever, because of planned construction a point of interconnection will meet one of the criteria in paragraph D1 above, an IMF shall be provided prior to completion of such new construction. Whenever a point of interconnection meets one of the criteria in paragraph D1 above for reasons other than new construction, an IMF shall be provided by discharging party on an agreed upon schedule between the parties.

E. **Rights of Use**

1. Each party shall have the continuing right to discharge sanitary sewage and wastes originating in a drainage area common to both parties to the existing sewer system of the other party, or additions thereto. It has always been both parties understanding that the receiving party would always have the right to recover costs due them under the agreement through a court of competent jurisdiction.

2. Physical termination of the agreement would be in neither party's best interest without considerable forethought and capital investment. Protection of the health of citizens and quality of the waters of the state are of primary consideration over monetary and proprietary issues.

3. Nothing in this section shall prevent either party from seeking immediate legal recourse in a court of competent jurisdiction in the event that court intervention is necessary to prevent imminent harm to health, safety and welfare of residents of Raytown or KCMO or damage to Raytown's or KCMO's POTW (Publicly Owned Treatment Works) or harm to the environment due to excessive inflow and infiltration causing or contributing to sanitary sewer overflows.

4. KCMO is willing to make its Household Hazardous Waste ("HHW") collection facility available for use by residents of Raytown to collect and dispose of pesticides, paint products, household cleaners, automotive fluids and other hazardous substances from residential households. Should Raytown desire to make use of such facility, KCMO and Raytown will enter into an agreement to address the rights, responsibilities and costs for Raytown's use of the HHW facility."

F. **Regulation of Flows**

1. Source. Raytown agrees it shall not allow any public agency, individual, private corporation or political subdivision located outside of Raytown, other than KCMO, to connect with and use any Raytown sewerage improvement which connects to and discharges into any sewerage improvement of KCMO regardless of whether such agency, individual, corporation or subdivision is in the same natural drainage areas or basins as Raytown, unless such agency, individual, private corporation or political subdivision has a written cooperative agreement with KCMO which includes industrial pretreatment authority.

2. Quantity. The receiving party reserves the right to limit the quantity of wastewater received through any new or existing interconnection to the maximum pipe capacity. Discharge in excess of maximum pipe capacity is a violation of this Agreement.

3. Quality

(a) The quality of the wastewater received through any new or existing interconnection shall meet the general prohibitions in Section 60-121 of the Code of Ordinances of

Kansas City, Missouri, which may change from time to time, as well as the following specific pollutant limitations:

POLLUTANT	Daily Maximum
Arsenic	0.100 mg/l
Benzene	0.100 mg/l
Cadmium	0.240 mg/l
Chromium	0.500 mg/l
Copper	0.300 mg/l
Cyanide	0.800 mg/l
Ethylbenzene	0.200 mg/l
Lead	0.300 mg/l
Mercury	0.004 mg/l
Nickel	1.200 mg/l
Phenols	2.000 mg/l
Silver	0.500 mg/l
Thallium	0.400 mg/l
Toluene	0.200 mg/l
Xylene	0.200 mg/l
Zinc	0.800 mg/l
PCB's	0.002 mg/l

Total Toxic Organics (TTOs) as defined by 40 CFR 433.11(e) shall not exceed 1.0 mg/l at any time.

The pH of the wastewater at the interconnection point shall be between 6.0 and 11.0 s.u. Surcharges for exceedance of pollutant limitations will be as stated in Article IV and will be applied as provided in Attachment A-3 of this Agreement.

(b) KCMO shall sample flows at its cost at each interconnection point on a frequency based upon the schedule in Attachment A-3. KCMO shall collect and record the continuous flow data obtained by each IMF. Nothing in this agreement shall preclude KCMO from taking additional samples. All of the collected data from each interconnection shall be reported by each party to the other party on a regular basis as provided in Article IV of this Agreement.

(c) Surcharges for concentrations of biochemical oxygen demand (BOD), suspended solids (SS), and total oil & grease (O&G) in excess of Normal Sewage (BOD - 250 mg/l, SS - 250 mg/l, O&G - 30 mg/l) will be as stated in Article IV and will be applied as provided in Attachment A-3 of this Agreement.

(d) The contributing party shall investigate all instances of pH outside of the allowable range and take adequate measures to prevent re-occurrence.

G. **Pretreatment Standards**

The parties recognize that KCMO, as a pretreatment program authority approved by the United States Environmental Protection Agency and the Missouri Department of Natural Resources, is subject to certain federal and state regulations. Such regulations, as they now exist or may be promulgated in the

future, may require KCMO and/or Raytown to change its Sewer Use ordinances and regulations and its inspection, monitoring and enforcement activities. KCMO agrees to maintain an approved pretreatment program. The general requirements of the pretreatment program are covered in Article II of this Agreement.

ARTICLE II
COMMERCIAL AND INDUSTRIAL WASTE
NO APPROVED RAYTOWN PRETREATMENT PROGRAM

A. **Scope**

This Article applies when Raytown does not have or does not maintain an EPA- or state-approved pretreatment program for the control of commercial and industrial discharges to the POTW. This Article further applies only to those areas of Raytown that drain to KCMO for treatment.

B. **Sewer Use Ordinance**

Raytown agrees to adopt and enforce sewer use rules, local limits, regulations and/or ordinances for the regulation of commercial and industrial discharges to KCMO's wastewater treatment plants, which shall be similar to and at least as stringent as KCMO's ordinance which regulates commercial and industrial waste. Said KCMO ordinance is presently contained in Article IV of Chapter 60 of KCMO's Code of Ordinances. Raytown will adopt said rules, local limits, ordinances and/or regulations and provide a notarized copy of said rules, ordinances and/or regulations to KCMO within ninety (90) days of the execution of this Agreement.

C. **Commercial/Industrial User Survey**

Raytown agrees to provide to KCMO a list of all significant commercial and industrial users within its jurisdiction which discharge to KCMO's wastewater treatment plants within sixty (60) days of the execution of this Agreement. Raytown agrees to notify KCMO during the term of this Agreement of any new significant commercial or industrial users within its jurisdiction prior to such commercial or industrial user's discharge to KCMO's wastewater treatment plants. The definition of the term "significant" as used in this paragraph is defined in Attachment D and shall be jointly reviewed annually as provided in Article IV of this Agreement.

D. **Monitoring Authority**

1. Raytown agrees to adopt as part of its sewer use rules, regulations and/or ordinances, a provision which grants to KCMO the authority to inspect and monitor any commercial and/or industrial customer's compliance with Raytown's sewer use rules, regulations or ordinances, and to perform those duties set forth in Section F of this Article as necessary to implement and enforce said rules, regulations and/or ordinances.

2. If at any time during the term of this Agreement, KCMO's inspection or monitoring discloses that a sewer user has violated Raytown's sewer use rules, regulations or ordinances, and warrants prosecution, KCMO will so notify Raytown and provide Raytown with sufficient information to allow Raytown to pursue any available enforcement remedy.

3. If Raytown does not initiate enforcement within thirty (30) days of being notified of a violation, KCMO may prosecute the violation in any court of competent jurisdiction, as Raytown's agent, and Raytown will reimburse KCMO for its costs of prosecution, including attorneys' fees.

E. **Commercial and Industrial Monitoring.**

1. Right of access for inspection and sampling. Raytown hereby grants to KCMO the right to make inspections, measurements and wastewater samplings to enforce the surcharge and all other provisions of current and future sewer use ordinances of KCMO, as well as the sewer use ordinance, rules and/or regulations which shall be adopted by Raytown. Raytown agrees to cooperate or assist as necessary in such monitoring and to provide KCMO any documentation required to perform these functions.

2. Monitoring structures. Raytown agrees to require all new and/or significant commercial and industrial customers within Raytown which discharge to KCMO's wastewater treatment plants to install and maintain monitoring structures that meet or exceed KCMO's specifications on the building sewer just prior to connection with the public sewer. For new monitoring structures, KCMO reserves the right to revise this specification as technology and equipment change and evolve.

F. **Duties of KCMO**

1. KCMO agrees to perform technical and administrative duties necessary to implement and enforce Raytown's Sewer Use Ordinance, Rules and Regulations including but not limited to, the following:
   a. Determining the acceptability of commercial and/or industrial waste for discharge to Raytown's or KCMO's sewer systems from commercial and industrial users within Raytown's jurisdiction:
   b. Providing technical services such as sampling and analysis of effluent from industrial users;
   c. Issuing discharge permits to commercial and industrial users discharging to Raytown's sewer system;
   d. Conducting inspections and compliance monitoring of commercial and industrial users;
   e. Receiving and analyzing commercial and industrial self-monitoring reports; and
   f. Performing enforcement against non-compliance with Raytown's Ordinances, Rules or Regulations in accordance with this section.

2. As required by Federal Regulations (40 CFR 403 et seq.), the minimum functions which KCMO shall perform regarding Significant Industrial Users are annual inspections and permit issuance, semi-annual receipt and analysis of self-monitoring reports, annual sampling and analysis of wastewater discharges, and all necessary correspondence pertaining to said functions. Raytown shall be provided with copies within thirty (30) days of preparation and/or receipt of all such reports and correspondence.

G. **Emergency Actions.**

KCMO is authorized to take emergency action whenever necessary to stop or prevent any discharge into Raytown's sewerage system which presents, or may present, an imminent danger to the health of

welfare of humans, which reasonably appears to threaten the environment, or which threatens to interfere with the operation of KCMO's sewer system and/or wastewater treatment plant. Before taking such action, KCMO will attempt to provide informal notice (i.e., telephone call) to Raytown of its intent to take emergency action. Nothing contained within this paragraph shall be construed to be inconsistent with the enforcement duties of KCMO as set forth in its Ordinances or Regulations for Use.

ARTICLE III
PROVISION OF WASTEWATER CONVEYANCE SERVICES ONLY

A. **Scope**

This Article applies only in those instances when the receiving party does not provide wastewater treatment services for the contributing party's wastewater but does provide for the conveyance of contributing party's sewage through the receiving party's sewers for discharge through an interconnection point for wastewater treatment by others than the receiving party.

B. **Interconnection Monitoring Facilities (IMFs)**

Article I, Section D of this Agreement applies unless agreed to in writing by the parties and made a part of Attachment B of this Agreement as if fully set out herein.

C. **Regulation of Flows**

Article I, Section F, Subsections 1 & 2 apply to this Article. Article I, Section F, Subsection 3 applies only as regards to BTEX, pH and Cyanide.

D. **Commercial and Industrial Wastes**

The provisions of Article II of this Agreement shall not apply to those interconnections which are for "Wastewater Conveyance Services Only".

E. **Reports and Payments**

The provisions of Article IV of this Agreement do not apply to "Wastewater Conveyance Services Only". Provisions for payments for construction, maintenance and services will be negotiated on a case-by-case basis. These provisions shall be included on Attachment B-1 of this Agreement.

F. **Other**

Interpretation of other provisions of this Agreement that may apply to "Wastewater Conveyance Services Only" shall be as written in that section.

ARTICLE IV
REPORTS AND PAYMENTS

A. **Scope**

In consideration of the wastewater treatment, wastewater transportation, and pretreatment program

services provided for in this Agreement:

1. Both parties shall report their various activities as detailed in this Article; and

2. Raytown will pay to KCMO charges, fees and costs described in this Article; except reports and payments, if any, for transportation services only, shall be covered on a case-by-case basis and attached hereto and made a part hereof as part of Attachment B-2.

B. **Reporting Requirements for Areas with Unmetered Interconnections (no IMF)**

1. For each interconnection, on an annual basis, contributing party will advise receiving party of:

   (a) Water consumption and total number of customers;
   (b) The names, addresses, water consumption, and SIC code for all commercial and industrial customers;
   (c) The names, addresses and SIC code of all new non-residential connections and disconnections,
   (d) The names, addresses, and total number of residential customers for which water consumption records are not available and the reason such records are not available; and
   (e) Sampling results, if any sampling by the contributing party.

2. Before the last day of each month, KCMO will advise Raytown of charges, fees and other costs due KCMO for each unmetered interconnection for the previous month and also:

   (a) Flow data and sampling results for each industrial and commercial customer if monitored
   (b) The applicable surcharge rate, if any, for each commercial and industrial customer as stated in Article V and attachment A-4 of this Agreement.
   (c) Any costs incurred as a result of KCMO's activities under Article III of this Agreement (Commercial / Industrial Waste Control Charges) and the customers involved.

3. Upon request, both parties agree to provide current maps of those parts of its wastewater collection system flowing into either Raytown's or KCMO's system. That information must include addresses of unmetered users, (if requested).

C. **Reporting Requirements for Areas with Metered Interconnections (IMF operational)**

Before the last day of each month, KCMO will advise Raytown of charges, fees and other costs due KCMO for each metered interconnection for the previous month and also:

1. Flow data and sampling results at each interconnection if sample as per attachment A-3.
2. The applicable surcharge rate, if any, for each interconnection point as stated in Article IV and Attachment A-3 of this Agreement.
3. Any costs incurred as a result of KCMO's activities under Article II of this Agreement (Commercial/Industrial Waste Control Charges) and the customers involved.

D. **Computation of Charges**

Raytown shall pay the following charges to KCMO:

1. For areas with unmetered interconnections (no IMF):
Monthly Service Charge. For each unmetered Raytown sewer customer, Raytown will pay a monthly service charge of $6.18 per individual connection starting in FY2024 (May 1, 2023), based on the allocated operating cost associated with the customer and system availability expense, allocated to the unmetered connection with water usage customer class as defined in KCMO's annual wastewater cost of service study. This charge also includes the outside city rate of return for funding system replacement.
   a. Billing and Collection Expenses. There will also be a one-time charge of $4.36 per month to cover the billing and collection expenses for the City of Raytown. This is not a per connection charge, but rather a charge for the overall billing.
   b. Volume Charge. In addition, a volume charge equal to the total volume of water consumed by each unmetered customer multiplied by the volume rate in Section 60-3(a)(2), (Total Volume from all Raytown connections in ccf * volume rate per ccf in 60-3(a)(2)) as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be revised, will be charged to the City of Raytown.. As of May 1, 2023, this volume rate is $5.93 per hundred cubic feet per Chapter 60-3(a)(2) of the Code of Ordinances of Kansas City, Missouri. In future years, the service charge based on the allocated expense associated with the customer and system availability expense for the unmetered connection with water usage customer class as defined in KCMO's annual wastewater cost of service study will be revised based on the calculation in the annual KCMO Wastewater cost of service study consistent with Water Environment Federation's, "Financing and Charges For Wastewater Systems", (4th edition) and a reasonable outside city rate of return for funding system replacement but will exclude payments in lieu of taxes, or any costs associated with taxing as the City of Raytown is a tax exempt entity.

      i. Where water use volume is not available for a residential Raytown sewer customer, Raytown will pay a sewer charge for each dwelling unit as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri as same now exists or as may be revised. As of May 1, 2023, this charge will be $59.29 per dwelling unit per month.
   c. For wastes from commercial or industrial establishments containing suspended solids (SS) in excess of 250 milligrams per liter (mg/l) or 5-day 20 degree Celsius biochemical oxygen demand (BOD) in excess of 250 mg/1 or Oil & Grease (O&G) in excess of 30 mg/l, there shall be added to these charges a surcharge equal to the charge defined in Chapter 60 Article IV of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be revised. As of May 1, 2023, these charges will be $0.553 per pound of BOD, $0.244 per pound of SS, and $0.266 per pound of O&G.

2. For Areas with metered interconnections (IMF operational)
   a. A volume charge equal to the actual volume of wastewater discharged multiplied by the volume rate as established at Section 60-3 of the Code of Ordinances of Kansas City, Missouri as same now exists or may be revised. As of May 1, 2023, this charge will be $4.02 per hundred cubic feet.
   b. A surcharge for wastes containing suspended solids (SS) in excess of 250 milligrams per liter (mg/l) of 5-day 20 degree Celsius biochemical oxygen demand (BOD) in excess of 250 mg/1 or Oil & Grease (O&G) in excess of 30 mg/l, there shall be added to these charges a surcharge equal to the charge defined in Chapter 60 Article IV of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be revised. As of May 1, 2023, these charges will be $0.553 per pound of BOD, $0.244 per pound of SS, and

$0.266 per pound of O&G.

E. **Payments for Pretreatment Program Activities.**

Payments for pretreatment program activities performed as provided for in Article III of this Agreement shall be in accordance with the Permit and Monitoring Fees as established in Chapter 60 Article IV of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may hereafter be amended.

F. **Payments for Other Charges and Fees.**

Payments for existing or future ordinance-prescribed charges, fees, or other costs other than those cited above shall be in accordance with ordinance-prescribed payment schedules or, in the event no schedules are prescribed, in accordance with the agreements arrived at by the executing authorities for both parties. Such costs shall include but not be limited to the cost of sampling and analysis, inspection, correspondence, and monitoring. Labor costs shall be based on KCMO's Classification and Pay Plan Ordinance as now exists or may hereafter be amended and will be included in the regular billing.

G. **Payments**

On or before the last day of each month, Raytown shall make payment to KCMO for all charges hereunder billed which were received by the 1st day of that month.

H. **Late Payments**

Balances unpaid thirty (30) days after the billing date shall accrue at interest rate of 1-1/2% simple interest per month.

ARTICLE V
ADDITIONAL CONDITIONS

A. **Execution**

As provided by Section 70.300 RSMo., whenever a contracting party is a political subdivision, as defined in Section 70.210, RSMo., the execution of the contract shall be authorized by a majority vote of the members of the governing body.

B. **Boundaries**

The boundaries of KCMO as they now exist, or as may be extended in the future, are set forth in Kansas City Charter Section 101. The boundaries of Raytown, as they now exist, are set forth in Attachment C which is attached hereto and made a part of this Agreement. Each party agrees to notify the other annually of any changes of such boundaries.

C. **Joint Review of Cooperative Sewerage Services Master Plan, and Procedures, Methods and Systems.**

KCMO and Raytown agree to periodically discuss and review their Sewerage Services Master Plans as well as the procedures, methods or systems used to administer the provisions of this Agreement. Such a review shall be conducted when the parties deem it necessary. The executing authorities, or their duly authorized representatives may and are encouraged to propose changes for the effective administration of this Agreement and the Master Plan. Such changes may be adopted and implemented so long as they do not amend any provision of this Agreement.

D. **Notification of Ordinance Amendments**

Whenever either party amends its Sewer Use Ordinance, or any Regulations for Use of its sewerage system, it shall immediately notify the other party. A copy of any amendment adopted shall be forwarded to the other party within ten (10) business days of adoption.

E. **Joint Review of Sewer Use Ordinance**

KCMO and Raytown agree to meet and review each other's Sewer Use Ordinance, Rules and Regulations. Either party may request a joint review, whenever deemed necessary, and both parties shall participate in such review within thirty (30) days of such request.

F. **Breach of Duties**

Each party recognizes that any breach of its duties under this article could cause irreparable harm to the other party, its residents, or its environment, and recognizes that any damages provided for in this Agreement may not adequately compensate said party for such breaches. Therefore, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction to prevent or halt any continuing or threatened breach. However, in the event KCMO fails to distribute Raytown's portion of payment to Little Blue Valley Sewer District in a timely manner, Raytown may withhold future payment to KCMO until KCMO submits payment to Little Blue Valley Sewer District. Balances unpaid thirty (30) days after the billing date shall accrue at interest rate of 1-1/2% simple interest per month.

G. **Effectuation**

KCMO and Raytown agree to pass such legislation and to execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement.

H. **Resolution of Disputes**

Any disputes arising out of this Agreement shall be resolved in accordance with the applicable provisions contained in Article I hereof, but such provisions shall not limit receiving party's power to seek other remedies against the contributing party as provided in this Agreement.

I. **Indemnify and Hold Harmless**

Raytown, to the extent permitted by law and subject to appropriation, shall indemnify KCMO and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with Raytown's negligence or failure to comply with any of the provisions of this Agreement. Similarly, KCMO shall, to the extent allowed by law and subject to appropriation, indemnify Raytown and hold it harmless from and against all damages, claims, suits, or actions on

account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with KCMO's negligence or failure to comply with any of the provisions of this Agreement.

J. **Administrative Officers**

The Director of Water Services, or such officer at the time performing duties equivalent to that of Director of Water Services Department, shall be the administrative officer for KCMO respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the Director. The Director of Public Works for Raytown, or such officer at the time performing duties equivalent to that of Director of Public Works, shall be the Administrative Officer for Raytown respecting this agreement, and any approvals or other decisions necessary under this Agreement will be made by the Director of Public Works. Any notice required by this Agreement shall be deemed to be well given when delivered to such officers respectively.

K. **Sharing of Information**

Raytown and KCMO each agree to furnish the other party with information consisting of reports, engineering plans and studies that could impact the operation of either party's sewerage system.

L. **Parties and Successors**

This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment or otherwise, when finally executed and fully approved.

M. **Severability**

Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

N. **Autonomy**

No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

O. **Matters Disregarded**

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience or reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

P. **Effective Date and Expiration**

The effective date of this Agreement shall be the first day of the month following the necessary approvals by KCMO and Raytown. This Agreement shall continue in full force and effect, except as otherwise provided herein, for a period of one (1) year from and after its effective date. The Agreement may be renewed up to five (5) additional one (1) year terms without notification by either party. If

either party wants to cancel or amend the Agreement, they agree to notify the other party in writing at least 30 days prior to the Agreement's renewal. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Raytown and KCMO shall continue performance under this Contract until there is a new contract in place or until the Contract is amended or terminated. Until such time that this agreement is amended or terminated by both parties, both parties agree to adhere to the conditions within this Agreement. This Agreement may be altered or amended in writing during its term upon mutual agreement by the parties hereto.

Q. **Previous Agreements**

With the effective date of this Agreement, all previous contracts and agreements between KCMO and Raytown relating to wastewater services are superseded by this Agreement.

R. **Complete Agreement**

This written Agreement constitutes the complete understanding of the parties for treatment and transportation of wastewater and can only be modified or terminated in writing by mutual agreement of the parties.

S. **Inflow and Infiltration**

Parties mutually agree that average daily wet weather flow rates exceeding 170 gallons per capita per day (gpcpd) based on flow measured at each metered interconnection during any storm event shall represent excessive inflow and infiltration (I/I). When average wet weather flow exceeds 170 gpcpd for any storm event in a given meter shed, the Contributing party shall take remedial action, including performing a sanitary sewer evaluation study (SSES) and completing collection system I/I reduction project(s), private I/I reduction project(s), and/or collection system storage improvement project(s) in an expeditious manner to eliminate excessive I/I.

For each contributing area where average daily wet weather flow is greater than 170 gpcpd during any storm event, the contributing shall prepare an Inflow/Infiltration Corrective Action Plan and submit it to KCMO for review and approval by March 31st of the year immediately following the year in which the storm event(s) with measured excessive I/I occurred. This Corrective Action Plan shall summarize meter shed population, average daily wet weather flow rate calculations, peak flow during the flow monitoring period, and system characteristics by metershed (Inch Diameter Miles (IDM), acreage, number of active service accounts, etc.) and document completed and planned remedial actions, including SSES activities that were performed and are planned to be performed by Raytown and collection system I/I reduction projects and/or storage improvement projects that were completed and are planned to be completed within a three year period immediately following the year of the storm event in which excessive I/I was measured in any given metershed to eliminate excessive I/I. The contributing party shall complete the planned sewer rehabilitation and capital improvement projects according to the implementation schedules mutually agreed to.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed on the date and year first above written.

CITY OF RAYTOWN, MISSOURI,

By: _____
Mayor

ATTEST:

_____
City Clerk, Raytown, Missouri

[SEAL]

APPROVED AS TO FORM:

_____
Raytown City Attorney

CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

By: _____
Wes Minder, Director
Water Services Department

APPROVED AS TO FORM:

_____
Nicole Rowlette, Assistant City Attorney

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT A-1
Page 1 of 2

INTERCONNECTION POINTS FOR
WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter connection Point	Original Agreement Date	Interconnection Location	Contributing Party	Comments Map, Manhole, Size
INTERCONNECTIONS THAT GO TO LITTLE BLUE FOR TREATMENT				
KCMO discharges to Raytown with final discharge to Raytown "White Oak" metering structure				
1	1982	79th & Blue Ridge	KCMO	S-132, 171, 8-in
2	1982	Spring Valley Rd. & Blue Ridge Blvd. (Bledsoe's Rental 7801 Blue Ridge Blvd.)	KCMO	S-132, unlisted, 8-in
3	1982	80th St Terr. & Blue Ridge Blvd.	KCMO	S-132, 178, 8-in
4	1982	81st & Blue Ridge Blvd	KCMO	S-132, 181, 8-in
KCMO discharges to Raytown with final discharge to Raytown "Raytown" metering structure				
5	1982	Westridge & 77th Terr.	KCMO	S-135, 4, 8-in
6	1982	53rd & Northern	KCMO	S-93, 12, 8-in
7	1982	53rd & Harris	KCMO	S-93, 15, 8-in
8	1982	E. 71st Ct. & Woodson Rd (small res)	KCMO	S-116, 94, 8-in
9	1982	E. 72nd St. Woodenson Rd (small res)	KCMO	S-116, 86, 8-in
10	1982	E. 74th St. Terr. Irwin Rd. (small res)	KCMO	S-116, 53, 8-in
Raytown discharges to KCMO with final discharge to Raytown "White Oak" metering structure				
11	1982	87th & Manchester	KCMO	S-143, 73, 8-in
12	1982	87th & James A. Reed Rd.	KCMO	S-143, 108, 8-in
13	1982	87th Street	KCMO	S-143, 172, 8-in
14	1982	87th & Everett Ave	KCMO	S-143, 104, 8-in
15	1982	87th & Stark	Raytown	S-142, 28, 8-in, 3-Res
16	1982	87th & Kentucky	Raytown	S-142, 21, 8-in, 3-4 Res
17	1982	87th & Tennessee	Raytown	S-142, 88, 8-in, 3-4 Res
18	1982	87th & Glenwood Ave	Raytown	S-142, 42, 8-in, 3-4 Res
19	1982	87th & Evanston Ave	Raytown	S-142, 73, 8-in, 3-4 Res
20	1982	87th & Arlington Ave	Raytown	S-142, 54, 8-in, 3-4 Res
21	1982	87th & Crescent Ave	Raytown	S-142, 50, 8-in, 3-4 Res
Raytown discharges to KCMO with final discharge to Raytown "Raytown" metering structure				
22	1982	78th Terr & Westridge	Raytown	S-135, 34, 8-in, 2-3 Res
23	1982	78th & Westridge	Raytown	S-135, 6, 8-in, 3-4 Res
24	1982	E. 57th & Ridgeway	Raytown	S-92, 13, 8-in, SmRes
25	1982	E. 75th St. Westridge	Raytown	S-116, 39, 12-in, Lg RC
26	1982	E. 61st Terr. & Woodson	Raytown	S-111, 59, 8-in, 10-12

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT A-1
Page 2 of 2

INTERCONNECTION POINTS FOR
WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter connection Point	Original Agreement Date	Interconnection Location	Contributing Party	Comments Map, Manhole, Size
INTERCONNECTIONS THAT GO TO LITTLE BLUE FOR TREATMENT				
Raytown discharges to KCMO with final discharge to Raytown "Raytown" metering structure				
27	1982	Little Blue River Rd & Woodson (Raytown outfall sewer)	Raytown	S-111, 81, 24-in, Lg RC
28	1982	E. 61st Terr. & Woodson	Raytown	S-111, 43, 8-in, 4-6 Res
29	1982	E. 56th St. & Ridgeway	Raytown	S-92, 39, 8-in, 3-4 Res
30	1982	E. 56th St & Ridgeway	Raytown	S-92, 32, 8-in, 4-5 Res
31	1982	E. 62nd & Woodson	Raytown	S-111, 35, 8-in, 4 Res
32	1982	E. 71st St. Ct & Woodson	Raytown	S-116, 25, 15-in, SmRes
33	1982	E. 61st St. & Blue Ridge	Raytown	S-111, 17, 8-in, 10-12Rs
INTERCONNECTIONS THAT GO TO KCMO FOR TREATMENT				
KCMO discharges to Raytown and flow returns to KCMO				
34	1982	Blue Ridge Cutoff & E. 55th St.	KCMO	S-95, 368 & 369, 8-in
35	1982	E. 53rd St. & Lewis	KCMO	S-95, 391 & 80, 8-in
36	1982	E. 53rd St. Terr & Lewis	KCMO	S-95, 347, 8-in
37	NOT USED			
Raytown discharges to KCMO				
38	1982	Raytown Rd & E. 53rd St (trunk line)	Raytown	S-94, 31, 18-in, Lg RC
39	1982	E. 52nd St. & Hedges	Raytown	S-93, 62, 8-in, Med
40	1982	E. 52nd St. & Rawlston	Raytown	S-93, 61, 8-in, Med
41	1982	E. 52st. & Willow	Raytown	S-93, 63, 8-in, Med
42	1982	E. 51st & Harvard (R&C)	Raytown	S-93, 12, 12-in, Lg
43	1982	E. 67th St & Blue Ridge	Raytown	S-119, 93, 10-in, Com
44	1982	E. 64th St & Blue Ridge	Raytown	S-108, 34, 8-in, Lg RC
45	1982	E. 52nd Terr & Blue Ridge Cutoff	Raytown	S-94, unlisted, 10-in, Sm
46	1982	E. 52nd St Terr MH = 500ft east of Blue Ridge Cutoff	Raytown	S-94, 64, 12-in

Dated:_____

Signed: _____ **Signed:**_____

KCMO Raytown

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT A-2

INTERCONNECTION MONITORING FACILITY (IMF)
CONSTRUCTION SCHEDULE FOR
RAYTOWN CONSTRUCTED FACILITIES

Inter-Connection Point	Location	Connection Date	IMF Construction Completion Date	Comments
38.	Raytown Rd & E. 53rd St (trunk line)	NA	See NOTE below	
39.	E. 52nd St. & Hedges	NA	No IMF to be constructed	
40.	E. 52nd St. & Rawlston	NA	No IMF to be constructed	
41.	E. 52nd St. & Willow	NA	No IMF to be constructed	
42.	E. 51st & Harvard	NA	See NOTE below	
43.	E. 67th St. & Blue Ridge	NA	See NOTE below	
44.	E. 64th St. & Blue Ridge	NA	See NOTE below	
45.	E. 61st St. & Blue Ridge	NA	See NOTE below	
46.	E. 52nd St Terr. 500ft east of Blue Ridge Cutoff	NA	See NOTE below	

NOTE: These interconnection points will be tested by KCMO for both flow and quality. If wet weather flow exceeds the dry weather flow by a factor of six (6) or the quality exceeds the surcharge threshold for BOD, SS, or O&G, then the parties will install an Interconnection metering facility at an agreed upon schedule.

Dated:

Signed: _____ **Signed:**_____
KCMO Raytown

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT A-3

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter connection Point	Sampling Frequency	Sample Reporting Date	Surcharge
38	See NOTE below	See NOTE below	See NOTE below
39	Random by KCMO	15th of following Month	No Surcharge for this interconnection
40	Random by KCMO	15th of following Month	No Surcharge for this interconnection
41	Random by KCMO	15th of following Month	No Surcharge for this interconnection
42	See NOTE below	See NOTE below	See NOTE below
43	See NOTE below	See NOTE below	See NOTE below
44	See NOTE below	See NOTE below	See NOTE below
45	See NOTE below	See NOTE below	See NOTE below
46	See NOTE below	See NOTE below	See NOTE below

NOTE: The following applies to each interconnection where a monitoring facility will be installed at per Attachment A-2.

Sampling Frequency	Sample Reporting Date	Surcharge
BOD, SS and O&G Weekly by Raytown Using one 24-hr composite	15th of month following sample	Each month's surcharge for BOD, SS and O&G in excess of normal sewage (Article I) will be as stated in Article IV based on each month's average of testing for the month.
Pollutant sampling by KCMO once a year using one 24 hr composite	15th of month following sample	Surcharge for exceedance of each pollution limitation (Article I) as stated in Article V based on each sample. Surcharge for exceedance of each pollutant limitation is waived when KCMO performs pretreatment program under Article II.

Dated:

Signed: _____ **Signed:**_____
KCMO Raytown

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT B-1

INTERCONNECTION POINTS FOR
WASTEWATER CONVEYANCE SERVICES ONLY

Segment Number	Original Agreement Date	Trans-porter	Entrance Intercon-nection	Exit Intercon-nection	Fees	Reports
1	1982	Raytown / KCMO	1 through 37	Little Blue Interceptor	None	None

The above connections convey flow through both Raytown and KCMO all with the final destination of all of the connections being the Little Blue interceptor.

Dated:

Signed: _____ **Signed:**_____
KCMO Raytown

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT B-2

INTERCONNECTION POINTS FOR
WASTEWATER CONVEYANCE REPORTS AND FEES

For interconnection points where KCMO flows to the Little Blue Valley Sewer district through a Raytown Little Blue Valley Sewer District connection, KCMO will pay to Raytown a percentage of the charge billed to Raytown by the Little Blue Valley Sewer District for sewage treatment which represents the percentage of wastewater contributed by KCMO in the common drainage areas.

The percentage contributed by KCMO shall be calculated by using residential equivalents (REUs). REUs shall be calculated within ninety days of signing of this agreement. Thereafter, periodic review and recalculation of the REUs shall be done when both parties agree there are significant additions or disconnections of service in either party's area of drainage. At no time shall there be more than five years between each recalculation of REUs.

The percentage calculated from the REU determination may be increased if Raytown documents significant increases in I&I from the KCMO service area. The determination of increase must be documented with flow meters at KCMO service locations. The percentage of increase will be based on the overall flow less the REU calculation.

The residential equivalents shall be based on the following:

1. Each one- and two-family residential connection in the common drainage area is one residential equivalent.
2. Each commercial connection in the common drainage area will divide its average monthly water consumption for the previous 12 months by 750 cubic feet to determine its monthly residential equivalents.
3. In the common drainage areas, the total residential equivalents in Raytown and KCMO will be determined by the sum of the above monthly residential equivalents. Then the total residential equivalents in KCMO will be divided by this total to determine KCMO's percentage of Raytown's Little Blue Valley Sewer District's charge.

Dated:

Signed: _____ **Signed:**_____
KCMO Raytown

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT C

DOCUMENTATION OF
RAYTOWN'S BOUNDARIES
SEE ATTACHED

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT D

"Significant Industrial or Commercial User"

For the purposes of this Agreement, the definition of the term "significant industrial or commercial user" as used in Article II Section C shall be, as of May 1, 2022, any non-residential user which:

1. Is subject to Categorical Pretreatment Standards; or

2. Purchases, uses, or Discharges an average of 25,000 gallons per day or more of water; or

3. Discharges a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the Wastewater Treatment Plant serving the said user; or

4. Accepts waste from another location outside the facility's boundaries for treatment, storage or disposal; or

5. Provides "Recycling" service for materials from another location outside the facility's boundaries; or

6. Provides laundering services for commercial/industrial accounts; or

7. Has the potential for discharge of silver in significant quantities; or

8. Is designated as significant by the Director on the basis that the User has a reasonable potential for adversely affecting the POTW's operations, for violating Pretreatment Standards or Requirements or sewer use ordinances or regulations enacted as described in Article I Section G and/or Article II Section B of this Agreement.

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

ATTACHMENT E

DESIGN STANDARDS FOR
INTERJURISDICTIONAL MONITORING FACILITIES
(IMFs)

(1) Each IMF shall include at least:

(a) A suitable manhole or other structure for installation of flow monitoring equipment;

(b) A Palmer-Bowlus flume or other appropriate flow measuring device;

(c) An ultrasonic open channel flow monitor including flow and pH data logging with modern capabilities and RS-232 serial port communications similar to the latest Isco Model Series 4000 flow measurement device;

(d) A structure generally 6-ft tall by 3 ft by 4 ft to house data recorder, 100v electric service, telephone equipment, composite sampler and ventilation fan;

(e) Light and ventilation to flow measuring manhole;

(f) Five conduits from structure to manhole for 2 sampling tubes, ultrasonic coaxial cable, light, and ventilation;

(g) 110v electric service to structure.

(2) Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.

KANSAS CITY, MISSOURI / RAYTOWN, MISSOURI
COOPERATIVE SEWER AGREEMENT

WHEREFORE, the parties have executed this Agreement the day and year first above written.

CITY OF RAYTOWN, MISSOURI,

By: _____
City Administrator

ATTEST:

_____
City Clerk, Raytown, Missouri

[SEAL]

APPROVED AS TO FORM:

_____
Raytown City Attorney

CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

By: _____
Wes Minder, Director
Water Services Department

APPROVED AS TO FORM:

_____
Nicole Rowlette
Assistant City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/20/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Parks**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Request board approval of the TRIM Grant in the amount of $35,000.00

BACKGROUND/JUSTIFICATION

The Raytown Parks Dept applied for the TRIM grant and have been awarded the funds through the Dept of Conservation. This is a 90% matching grant that will be used to do tree removal, update our tree inventory, and replace any trees that were removed on the City of Raytown Parks properties. This grant application is a higher amount than we have applied for in the past, but in working with the Dept of Conservation they suggested using this funding to update our tree inventory, which is now 13 years old. By updating the tree inventory we can better support our work efforts and decisions on which trees need maintenance or removal through this grant program. This will also show us what our needs will be in future years as trees are damaged by storms or disease.

The benefit of applying for the higher dollar amount project in 2024 is that we are eligible for a higher percentage of reimbursement. In 2022 and 2023 we were awarded Trim Grants that were reimbursed at a 75% level, and accomplished $13,500 worth of tree care and were reimbursed $10,000 for the completed project. By applying for the $35,000 project, we are reimbursed at a 90% level and will be reimbursed $31,500 and have a net expense of $3,500 at the end of our project.

Completing this amount of work will help in our efforts to have safe and healthy trees in our city for our citizens to enjoy and maintain our Tree City status that the Parks Dept has been awarded for 20 years through the National Arbor Day Foundation.

RECOMMENDED MOTION

Staff recomendation is to accept the TRIM Grant award.

PREVIOUS ACTION

The Raytown Parks has been awarded the MDC TRIM Grant many times in previous years. This support through the MO Dept of Conservation have been very beneficial to our department.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Davy Resource Group tree inventory
Amount of Request/Contract:	$31,530
Amount Budgeted:	$35,000
Funding Source/Account #:	201-92-00-100-52300

REVIEWED BY

Michael Graham Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Parks TRIM Grant Acceptance 2023 2. 23-24 TRIM grant

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3552-23

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF CONSERVATION IN THE AMOUNT OF $35,000.00 TO UPDATE THE PARKS DEPARTMENT'S TREE INVENTORY PROGRAM AND COMPLETE NEEDED TREE MAINTENANCE ON PARK PROPERTIES

WHEREAS, the City of Raytown (the "City") approves the acceptance of grant funds from the Missouri Department of Conservation in the amount of $35,000.00 for updating the Parks Department's tree inventory program and complete needed tree maintenance on park properties within the City; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the grant funds from the Missouri Department of Conservation for tree maintenance on park properties within the City in the amount of $35,000.00 and reflect the project in the Fiscal Year 2022-2023 budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the acceptance of the grant funds from the Missouri Department of Conservation for tree maintenance on park properties within the City in the amount of $35,000.00 and reflect the project in the Fiscal Year 2022-2023 budget is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Raytown Parks and Recreation Community Forestry Cost-Share Plan FY 2024 – Tree inventory and hazard tree mitigation project

MDC PLANNER:

Charles C. Conner
Community Forester
ISA Certified Arborist Municipal Specialist #MW-4430AM
ISA Tree Risk Assessment Qualified
Charles.Conner@mdc.mo.gov
816-622-0900

Scope of Project:

Geospatial inventory of city trees and removal of eight standing dead trees in Raytown's park system.

MDC FY24 Reimbursement Funding Level: 90% - Tier 2 and TCUSA Certified

Background/Description:

Tree inventory:

The City of Raytown shall contract an ISA Certified Arborist to perform a tree inventory of their boulevards and parks, (see attached general location maps). This data will update their inventory data taken in 2010. Up to 1,750 trees shall be inventoried in the City, at a cost of $9,700. Trees inventoried shall be in maintained areas or within fall range of maintained areas or established park trails. An ISA Certified Arborist will record the following per tree, in a format compatible with i-Tree software:

- ID #
- Species
- DBH
- Condition and health
- Tree maintenance recommendations
- Risk rating
- Latitude, Longitude

The contractor shall also provide a 1-year software subscription and support of software for work scheduling of tree work and tree inventory maintenance from date of data delivery. This annual subscription will be provided at a cost of $3,000.

Tree Removals:

Certified Kansas Arborist Association Alan Bancroft, (Raytown Parks and Recreation), identified the eight hazardous trees and they were endorsed for removal in the field by Charles Conner, (MDC Community Forester), in July, 2023. The Parks Department will contract out the removal of the eight trees in question at an estimated cost of $15,600.

Project Map:

See attached maps for general locations of tree inventory data collection sites. See tree information below for hazard tree removal locations and data. All high-resolution, data-embedded tree/location photos located at:

N:\Connec\Urban Forestry\TRIM program\2024\Raytown Parks and Rec\Raytown FY23 TRIM tree pics

Plan Timeline:

Tree removal can only occur between November 1, 2022, and March 31, 2023, per federal bat guidelines.

ALL WORK WILL BE COMPLETED, PAID AND RECIPTS AND CORRESPONDING PAPERWORK TURNED INTO THE MDC REPRESENTATIVE BY MAY 1, 2023, FOR PROJECT REIMBURSEMENT.

Publicly Plan:

The Park Department will work with the local media to publicize the awarding of the grant along with details about its purpose and funding. Information will also be posted on various social media platforms. They will also provide the Department representative with 3-5 digital photographs of the inventory and removal work being performed for our own publicity efforts.

Estimated Project Costs

A. Reimbursable Costs

1. Tree removal service for 8 identified trees..... ..... $15,600.00
2. Geospatial inventory of City's trees up to 1,750 trees.....$9,700.00
3. One year software subscription to manage inventory data.....$3,000.00

Reimbursable Cost Total..... $28,300.00

B. Non-Reimbursable Costs

1. Administrative – estimated 85 hours ($38.00/hr.) preparation, bididing, paperwork, contractor supervision and reporting..... $3,230.00

Non-Reimbursable Costs Total.....$3,230.00

Total Project Cost..... $31,530.00

MDC Reimbursement estimated at 90% = 28,300.00

Administrator of Project:

Tony Mesa
Superintendent of Maintenance
Raytown Parks and Rec
5912 Lane Ave
Raytown MO 64133
816-358-4100
tonym@raytownparks.com

Tree #1 – Cherry, (dead), 22'' DBH.

Targets: Road, parking lot, power lines, fence, high public use.
Location: West parking lot at Coleman Park.
Estimated removal costs: $1,500.00.

Tree #2 and 3 – Standing dead, 16 and 18'' DBH.
Targets: Private yard, power lines, fence, high public use.
Location: West boundary of Southwood park.
Estimated removal costs: $1,700.00 for both.

Tree #4 – Dead elm, 24'' DBH.
Targets: Private property, fence, power lines, high public use.
Location: Eastern side Minor Smith Park.
Estimated removal costs: $1,800.00.

Tree #5 – Dead pine, 22" DBH.

Targets: Private property, fence, power lines, high public use.
Location: Eastern side Minor Smith Park.
Estimated removal costs: $1,600.00.

Tree #6 – Dead maple multi-stem, 36, 32, 34" DBH.

Targets: Paved walking path, high public use, ballpark fencing.
Location: Little Blue Trace Park.
Estimated removal costs: $6,000.00.

Tree #7 – Dead maple, 40'' DBH.

Targets: Paved walking path, ballpark fencing, high public use.
Location: Little Blue Trace Park.
Estimated removal costs: $1,000.00.

Tree #8 – Dead ash, 20'' DBH.

Targets: Paved walking path, power lines, high public use.
Location: Little Blue Trace Park.
Estimated removal costs: $2,000.00.

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC), AND:

Cooperator Name:
City of Raytown Parks and Recreation

Address
5912 Lane Ave

City:	State:	Zip:	Phone(s):
Raytown	MO	64133	816-358-4100

County:	Township:	Range:	Section:
Jackson	48	32 W	4

Practice / Components (_____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Unit Type	Cost Share Rate	Maintenance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Development of Community Tree Management	900.B.2	1	Each	90%	10		$3,000.00		Each		$0.00
Community Tree Inventories	900.B.3	1	Each	90%	10		$9,700.00		Each		$0.00
Removal of Critical Risk Trees	900.B.8	8	Each	90%	-		$15,600.00		Each		$0.00
TOTALS						$ -	$28,300.00			$ -	$0.00

* Attach Plan (if program requires)

Non-Focus Area/CC Tier 3 [ ] Tier 1-4 Geography/ CC Tier 2 [ ] Tier 1 Geography With RCT approval/ CC Tier 1 [X]

CFCS Tier 2 + TCUSA

List landowner's objectives: Wildlife [ ] Forestry/Woodland [ ] Wetland/Aquatic [ ] Prairie/Glade [ ] Recreation [ ] Other [ ]

Heritage Review [ ] Monarch Planting [ ] Native Forage [ ] New Customer [ ] MDC Employee [ ]

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if, before the expiration of the specified practice lifespan, I (a) Fail to satisfactorily maintain the practice (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of it's lifespan, whether or not the new owner agrees to maintain the practice . I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the cooperator's control (e.g. drought, flood, etc.) as determined by the resource planner are considered "no-fault" terminated pending available funding, cooperator is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.
Tier 1 Community Geographies Recieving Upfront Payment- I agree to reimburse the Department for any unspent funds within thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.
I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented or can legally represent the ownership (MDC POA for required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

COOPERATOR SIGNATURE		DATE	
PARTNER REVIEW (If applicable)		DATE	
ALLOCATION APPROVED (MDC)	Jake Colehour — Digitally signed by Jake Colehour Date: 2023.09.18 07:45:42 -05'00'	DATE	
PRACTICE(S) COMPLETED (MDC)		DATE	

Cooperator:
City of Raytown Parks and Recreation

Region: Kansas City Region	Planner Name: Charles Conner	Approved By: (Print Name) Steve Hoel
Amount of Payment: $0.00		Signature:
WPI Number: 303	Org Code: LG30CL	
Object Code Number 3403		Title: CPLC Unit Supervisor
Appropriation: **Expense**		Date:

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/05/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

Approve the emergency purchase and upfit of a police vehicle, not to exceed $62,000.00.

BACKGROUND/JUSTIFICATION

The Police Department replaces vehicles within the police fleet as necessary. The replacement prioritization and planning are determined through a cooperative effort with Public Works and the City maintenance garage, based on age, performance, and maintenance. However, it was determined that a command police vehicle would require unexpected, significant, engine repair. Due to the body deterioration that was present, which would considerably worsen in the future, it would exceed the value of the vehicle to repair. The vehicle had unexpectedly reached the end of its service life. Though the need to replace that vehicle was not expected so soon, it would be replaced in the future.

In order to maintain continuity of operational effectiveness, it was determined that the vehicle would be replaced through an emergency purchase, as outlined in Section 6.1, Emergency Purchases, pursuant to the City Purchasing Policy, to maintain a reliable emergency response capability.

A suitable replacement vehicle, which had a police “package” and was pursuit rated was located; a 2023 Ford F-150 Police Interceptor. The vehicle also adds another tow-capable vehicle to the fleet. Some emergency equipment will be able to be transferred to the new vehicle, to reduce costs.

An amount not more than $62,000.00 is needed for the vehicle, $49,625.00 for the vehicle purchase, and an estimated $12,375.00 for upfitting. 911 Custom will provide most of the equipment and upfitting service. To reduce costs, the 911 Custom expenditure will be made using an existing local government fixed price contract, contract number 500000277, City of Independence, Missouri, effective 06-01-2019.

Note: The vehicle has already been ordered, but not purchased, within the guidelines of Section 6.1, Emergency Purchases, pursuant to the City Purchasing Policy, to maintain a reliable emergency response capability.

Alternatives: Not purchase the vehicle and equipment and risk diminished operational response and effectiveness of the Police Department due to mechanical failures.

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This item will be submitted for review by the Sales Tax Oversight Committee (STOC) at the next opportunity.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	$62,000.00
Amount Budgeted:	0
From Account Name and #: 205-00-00-100-39999	Amount: 62,000.00
To Account Name and #: 205-32-00-100-57000	Amount: 62,000.00

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2023 Ford F150-Emergency Purchase-Shawnee Mission Ford-PD
2. Interdepartment memo-Vehicle Status Summary
3. Fleet Maintenance Assessment Command Vehicle
4. Shawnee Mission Ford Vehicle Purchase sheet
5. 911 Custom Upfit Estimates

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)	On File	
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3553-23

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2023 FORD F-150 POLICE INTERCEPTOR FROM SHAWNEE MISSION FORD AND UPFITTING WITH 911 CUSTOM AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $62,000.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the Raytown Police Department has a need for the acquisition of a vehicle; and

WHEREAS, the City of Raytown, in the adoption of its purchasing policy has approved emergency purchases when departmental operations would be hampered; and

WHEREAS, pursuant to Resolution R-3486-22, the Fiscal Year 2022-2023 Budget was approved, and it is necessary to amend the Fiscal Year 2022-2023 Budget; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one (1) 2023 Ford F-150 Police Interceptor from Shawnee Mission Ford and upfitting cost with 911 Custom and to ratify the expenditure of funds for such purchase in the amount of $62,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of one (1) 2023 Ford F-150 Police Interceptor from Shawnee Mission Ford and upfitting cost with 911 Custom and to ratify the expenditure of funds for such purchase in the amount of $62,000.00; and

FURTHER THAT the Fiscal Year 2022-2023 budget approved by Resolution R-3486-22 is hereby amended as follows:

TO:	**FROM:**
Capital Sales Tax-Capital Expenditures	Capital Sales Tax-Fund Balance
207.32.00.100.52250	207.00.00.100.39999
$62,000.00	$62,000.00

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

COPY

DEPARTMENT OF POLICE
RAYTOWN, MISSOURI

INTERDEPARTMENT COMMUNICATION

DATE: 09-26-2023

TO: Chief Robert Kuehl

FROM: Captain Dyon Harper

SUBJECT: Replacement of Unit 125 via Emergency Purchase

Sir,

Fleet Maintenance Supervisor Jeff McGill advised me that my assigned vehicle, Unit 125, a 2011 Ford Expedition, would require significant engine repair. He thought that the vehicle could break down at any time. However, due to the body deterioration that was present, which would considerably worsen in the future, it would exceed the value of the vehicle to repair and has reached the end of its service life. I had not expected the breakdown of the vehicle, so it was not included in any upcoming budgets. The vehicles which have already been ordered or budgeted (Patrol and Investigations) are needed by those divisions. Waiting until 2025 is not feasible. I recommend that Unit 125 be replaced through an emergency purchase, as outlined in Section 6.1, Emergency Purchases, pursuant to the City Purchasing Policy, to maintain a reliable emergency response capability.

I contacted Shawnee Mission Ford and requested that they search nationwide for any available vehicles that had the police package and were pursuit rated. I knew that, due to production problems, there would be very few, if any, available vehicles with the police package. They were able to locate a 2023 Ford F-150 Police Interceptor at a Ford dealership in Illinois. The vehicle has the police "package" and is pursuit rated. The vehicle adds another tow-capable vehicle to the fleet (a UTV trailer was just added to the number of towable assets.)

Costs

Vehicle Purchase	$49,625
Vehicle Upfit-estimate	$12,375 (price was reduced by transferring some equipment from the old vehicle)
Total	$62,000

I request that the purchase and upfit be approved without delay as these police vehicles are specialized, uncommon, and are in high demand. If approved, I will need to move forward with procuring the vehicle as soon as possible. A funding source will need to be determined as well.

Attachments:

1. Fleet Maintenance Supervisor Jeff McGill's assessment
2. Vehicle Purchase sheet
3. 911 Custom upfitting estimates

Signature: Capt. [signature] Date: 09-26-2023

Form 12 (revised 7-10-2020)

Endorsement Page

Re: Replacement of Unit 125 via Emergency Purchase

Unit/Section Supervisor (comments and date)

Division Commander (comments and date)

Bureau Commander (comments and date)

Administrator Hodges,

Based on the attached, I request favorable consideration for the execution of this emergency purchase as soon as practical in an effort to mitigate losing the available vehicle described in these documents. We would be replacing this vehicle regardless, but the nature of the necessary repairs requires us to do it sooner than anticipated.

As outlined, the other vehicles are necessary for the units for which they were ordered and were ordered to the specifications of those units.

Submitted for your consideration.

/s/ Chief Robert J Kuehl

Dyon Harper

From: Jeff Mcgill <jeffm@raytown.mo.us>
Sent: Tuesday, September 26, 2023 8:46 AM
To: Dyon Harper
Subject: 125

Dyon,

I had unit 125 at the garage last week to look at the issues you are having with it. The first thing I addressed was the ticking noise from the engine. This noise is coming from not only the defective cam phasers but I believe there is also at least one of the plastic timing chain guides that is cracked or completely broken. I looked at the complaint of air blowing on your feet regardless of the position that the knob is set at. This issue is caused by a stuck or broken blend door in the HVAC duct work which will require the entire dash to be removed in order to replace or repair the door. In addition to the issues I have listed ,the drivers rocker panel , hood , fenders and rear lift gate have a substantial amount of rust that would exceed the value of the vehicle in order to repair. This vehicle is a 2011 with fairly high mileage and has in my opinion reached the end of it's service life. Let me know how you would like to proceed.

Jeff
Jeff Mcgill
Fleet Manager

Crossroads Community • Embracing Diversity • Growing Together

CITY OF RAYTOWN

Office: (816) 737-7021 Direct
Address: 10000 East 59th Street, Raytown MO. 64133
Email: jeffm@raytown.mo.us
Connect With Us

Morrow Brothers Ford, Inc. (217) 368-3037 DEALER 53C491 VIN 1FTFW1P81PKE75469

		Suggested Retail Price		Invoice Amount	
	F15M 4X4 SUPERCREW -/145	48875	00	46676	00
	SPECIAL DEALER ACCOUNT ADJUSTM			978	00-
	SPECIAL FLEET ACCOUNT CREDIT			1394	00-
	2023 MODEL YEAR				
UM	AGATE BLACK METALLIC				
XB	BLACK 40/CONSOLE/40				
	INCLUDED ON THIS VEHICLE				
	EQUIPMENT GROUP 150A				
	XL SERIES				
	OPTIONAL EQUIPMENT/OTHER				
	.18" SILVER ALUMINUM WHEELS				
998	3.5L V6 ECOBOOST				
44G	ELEC TEN-SPEED AUTO W/TOW MODE				
	.LT265/70R18C BSW ALL-TERRAIN				
	.3.31 ELECTRONIC LOCK RR AXLE				
	7050# GVWR PACKAGE				
	JOB #2 ORDER				
	FORD FLEET SPECIAL ADJUSTMENT	NC		580	00-
153	FRONT LICENSE PLATE BRACKET	NC		NC	
19A	INTERIOR UPGRADE PACKAGE	595	00	542	00
	.COLOR-COORDINATED CARPET				
425	50 STATE EMISSIONS	NC		NC	
47P	POLICE ENGINE IDLE FEATURE	260	00	236	00
524	SYNC 4 W/ENHANCED VOICE RECOGN.	325	00	296	00
57Q	REAR-WINDOW DEFROSTER	NC		NC	
67P	REMOTE KELYESS-ENTRY KEY FOB	340	00	310	00
X	POLICE 40/CONSOLE/40	NC		NC	
924	PRIVACY GLASS W/REAR DEFROSTER	320	00	291	00
	SPCL. DLR. ACCT. ADJ. CR.			37	00-
	TOTAL OPTIONS/OTHER	1840	00	1058	00
	TOTAL VEHICLE & OPTIONS/OTHER	50715	00	45362	00
	DESTINATION & DELIVERY	1795	00	1795	00
	TOTAL FOR VEHICLE	52510	00		
	FUEL CHARGE			14	04
	NET INVOICE FLEET OPTION (B4A)			7	00
	SHIPPING WEIGHT 4786 LBS.				
	TOTAL	52510	00	47178	04

$49,126

499 + Remote Start

$49,625

~~Spray in Bedliner Add $595~~

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Morrow Brothers Ford, Inc. 53C491
1242 Main Street
Greenfield IL 62044

Order Type	Ramp Code	Batch ID	Price Level
5B	CC15	PF202	320

Ship to (if other than above)

Date Inv. Prepared	Item Number	Transit Days
06 20 23	53-P286	13

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FTFW1P81PKE75469	KANSAS CITY	Ford Motor Credit 000001

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA
	47178.04					

This invoice to be used for the billing of vehicles only

Dealer's copy

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
54541	09/26/2023

Bill To:
Raytown PD - MO
Raytown Police Department
10000 E 59th Street
Raytown, MO 64133

Ship To:
Raytown PD - MO
Raytown Police Department
10014 E. 65th St
Raytown, MO 64133

Customer: Raytown PD - MO

Contact: Raytown Police Department
PO Number: CAPTAIN F-150 PPV

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	INSTALL HERE		09/26/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	W-IX47UFZ	INNER EDGE XLP 10-LT 2015 F150	$741.00	1.00 ea	$ 741.00
2	Sale	W-SSFPOS	SOLID STATE HEADLIGHT FLASHER	$56.00	1.00 ea	$ 56.00
3	Sale	W-VTX9J	VERTEX SUPER-LED DUO BLU/RED	$74.00	2.00 ea	$ 148.00
4	Sale	W-VTX609B	VERTEX SUPER-LED LIGHT BLUE	$74.00	2.00 ea	$ 148.00
5	Sale	W-SSF5150D	SOLID STATE BRAKE LT. FLASHER	$76.00	1.00 ea	$ 76.00
6	Sale	W-XI2J	DUO LINEAR ION RED/BLU SMK BLK	$122.00	4.00 ea	$ 488.00
7	Sale	W-I2J	DUO LINEAR ION RED/BLUE BLK	$112.00	2.00 ea	$ 224.00
8	Sale	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK	$24.00	2.00 ea	$ 48.00
9	Sale	W-HHS4207	SIREN AMP W/ 21 BUTTON & SLIDE	$575.00	1.00 ea	$ 575.00
10	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$204.00	1.00 ea	$ 204.00
11	Sale	W-SAK73	DUAL SA-315 MT KIT FORD F-150	$15.00	1.00 ea	$ 15.00
12	Sale	W-HOWLER	LOW FREQUENCY TONE SIREN SYS.	$529.00	1.00 ea	$ 529.00
13	Sale	W-HWLRB35K	HOWLER BKT 2022 F-150	$0.00	1.00 ea	$ 0.00
14	Sale	H-C-SBX-104	Lockable Under-Seat Storage Box for Ford F-Series Trucks	$596.00	1.00 ea	$ 596.00
15	Sale	H-C-TMW-F150-03	2017-2021 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2021 Ford Expedition & 2015-2021 Ford F-150 Tunnel Mount assembly	$146.00	1.00 ea	$ 146.00
16	Sale	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$37.00	1.00 ea	$ 37.00
17	Sale	SF-KGI825	IN VEHICLE ON GLASS COVERT CELL ANTENNA	$50.00	3.00 ea	$ 150.00
18	Sale	911-2DTINT	Window Tinting for 2 Doors with HP Tint ***TINT FRONT TWO WINDOWS 20% AND WINDSHIELD BROW***	$200.00	1.00 ea	$ 200.00
19	Sale	MP-FUSEPACK	Fuse Pack for Installations	$165.00	1.00 ea	$ 165.00
20	Sale	MP-WIREHARNESS	CUSTOM WIRING HARNESS	$100.00	1.00 ea	$ 100.00

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
54541	09/26/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
21	Shipping	Shipping and Handling	Shipping and Handling	$85.00	1.00 ea	$ 85.00
22	Sale	Labor - Installation	911 Custom - Installation Services	$1,895.00	1.00 hr	$ 1,895.00

Subtotal:	**$6,626.00**
Sales Tax:	**$0.00**
Total:	**$6,626.00**
Paid:	**$0.00**
Balance Due:	**$6,626.00**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
54542	09/26/2023

Bill To:	Ship To:
Raytown PD - MO Raytown Police Department 10000 E 59th Street Raytown, MO 64133	Raytown PD - MO Raytown Police Department 10014 E. 65th St Raytown, MO 64133
Customer: Raytown PD - MO	Contact: Raytown Police Department PO Number: OLD CAPT EXPEDITION

Notes: ***REMOVE CONSOLE & ASSOCIATED WIRING NEED FOR F-150 INSTALL***

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	INSTALL HERE		09/26/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	SER-Rem/Str	Remove,Strip or Wreck out vehicle	$295.00	1.00 ea	$ 295.00

Subtotal:	**$295.00**
Sales Tax:	**$0.00**
Total:	**$295.00**
Paid:	**$0.00**
Balance Due:	**$295.00**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

September 26, 2023 11:01:03 AM CDT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/04/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

A Resoluation authorizing the City Administrator to enter into an agreement with T&B Trucking & Excavating, LLC. for the 2023 83rd Street Stormwater Project in an amount not to exceed $456,937.00 for fiscal year 2022-2023 and amend the 2022-2023 budget.

BACKGROUND/JUSTIFICATION

As part of the City of Raytown's Stormwater Master Plan, the 83rd Street Project was one of the items listed to be addressed. Staff used Lamp Rynearson Engineers, the City of Raytown's On-Call Engineers, to design the stormwater project on 83rd Street just west of Hunter Ave. Once designed, the City of Raytown authorized Lamp Rynearson to put it out to bid for construction services.

This project will be removing the existing failed corrugated metal stormwater pipes crossing 83rd Street just west of Hunter and replacing it with 1 concrete box culvert. The existing pipe is seriously deteriorated with numerous sinkholes and the bottom flowline rusted out. Other related work will consist of curb removal & replacement, inlet replacements, 2 driveways, and new concrete ditch and walls.

The Public Works Department received 5 sealed bids that were opened on Wednesday, October 4, 2023 at 10:00am. The results are as followed:

Contractor	Total
T&B Trucking & Excavating, LLC	$456,937.00
Infrastructure Solutions, LLC	$495,960.00
Redford Construction Co.	$504,471.00
Leath & Sons, Inc.	$526,203.00

Legacy Undergound Construction, Inc.	$662,910.00

T&B Trucking & Excavating, LLC is the lowest, responsive, responsible bidder with a total bid of $456,937.00 and is being recommended for approval.

Capital Sales Tax Fund, 205-62-00-100-57000, has budgeted $175,000.00 for this project.

The Storm Water Fund, 401-62-00-100-57000, has budgeted $175,000.00 for this project. In addition, reallocation and project savings of $79,209.00 can be applied to this project.

An additional $27,728.00 is requested to be transferred from the Storm Water Fund balance to cover the remainder of the contract cost.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This project went before the Sales Tax Oversight Committee on Jan. 31, 2023 and was approved.

FINANCIAL IMPACT

Contractor:	T&B Trucking & Excavating, LLC
Amount of Request/Contract:	$456,937.00
Amount Budgeted:	$350,000.00
Account Name and #:	Capital Sales Tax 205-62-00-100-57000 Amount: $175,000
Account Name and #:	Storm Water Fund 401-62-00-100-57000 Amount: $254,209
Account Name and #:	Storm Water Fund Balance: 401-00-00-100-39999 Amount: $27,728.00

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 83rd Street Stormwater Project-2023
2. 83rd Street Stormwater Project Bid Results
3. 83rd Street Stormwater Project Bid Tabulation
4. 83rd Street Stormwater Project Location Maps
5. 83rd Street Stormwater Project Recommendation Letter
6. 83rd Street Stormwater Project Preconstruction Pictures

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	N / A	
Certificate of Insurance:	X	
E-Verify Affidavits:	X	
E-Verify proof of enrollment:	N / A	
Bond:	X	
IRS Form W-9:		Will Receive once approved
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids	N / A	
Contractor address and email:	X	
Project Exemption Certificate needed:	N / A	
Other:		

RESOLUTION NO.: R-3554-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND T&B TRUCKING & EXCAVATING LLC FOR THE 83RD STREET STORMWATER PROJECT IN AN AMOUNT NOT TO EXCEED $456,937.00 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City of Raytown (the "City") issued an Invitation to Bid for the 83rd Street Stormwater Project; and

WHEREAS, the City received five (5) sealed bids which were opened on October 3, 2023 and T&B Trucking & Excavating was the lowest, responsive, responsible bidder; and

WHEREAS, pursuant to Resolution R-3486-22, the Fiscal Year 2022-2023 Budget was approved, and it is necessary to amend the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve an agreement between the City of Raytown and T&B Trucking & Excavating for the 83rd Street Stormwater Project in an amount not to exceed $456,937.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the an agreement between the City of Raytown and T&B Trucking & Excavating for the 83rd Street Stormwater Project in an amount not to exceed $456,937.00 is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2022-2023 budget approved by Resolution R-3486-22 is hereby amended as follows:

TO:	**FROM:**
Stormwater Fund	Storm Water Fund Balance
401.62.00.100.57000	401.00.00.100.39999
$27,728.00	$27,728.00

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

BID RESULTS

2023 83rd Street Stormwater Improvement Project

10:00am, Wed., October 4, 2023

	CONTRACTOR	TOTAL
1.	T&B Trucking & Excavating, LLC	$456,937.00
2.	Infrastructure Solutions, LLC	$498,960.00
3.	Redford Construction Co.	$504,471.00
4.	Leath & Sons, Inc.	$526,203.00
5.	Legacy Underground Construction, Inc.	$662,910.00

Engineer's Estimate	$526,487.00

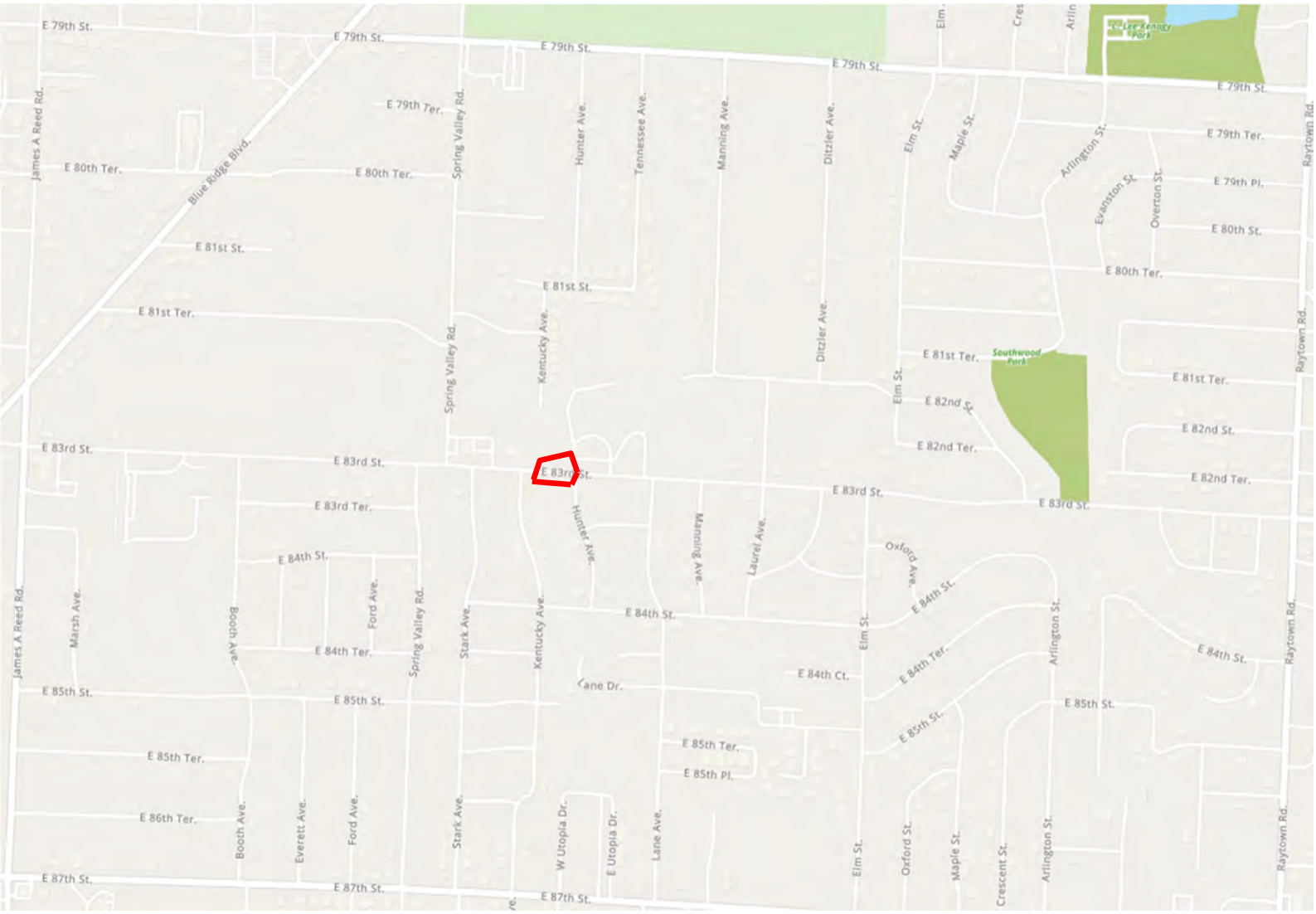
LAMP RYNEARSON
9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Completed Bid Tab
2023 Storm Improvements
E 83rd Street
City of Raytown, Missouri

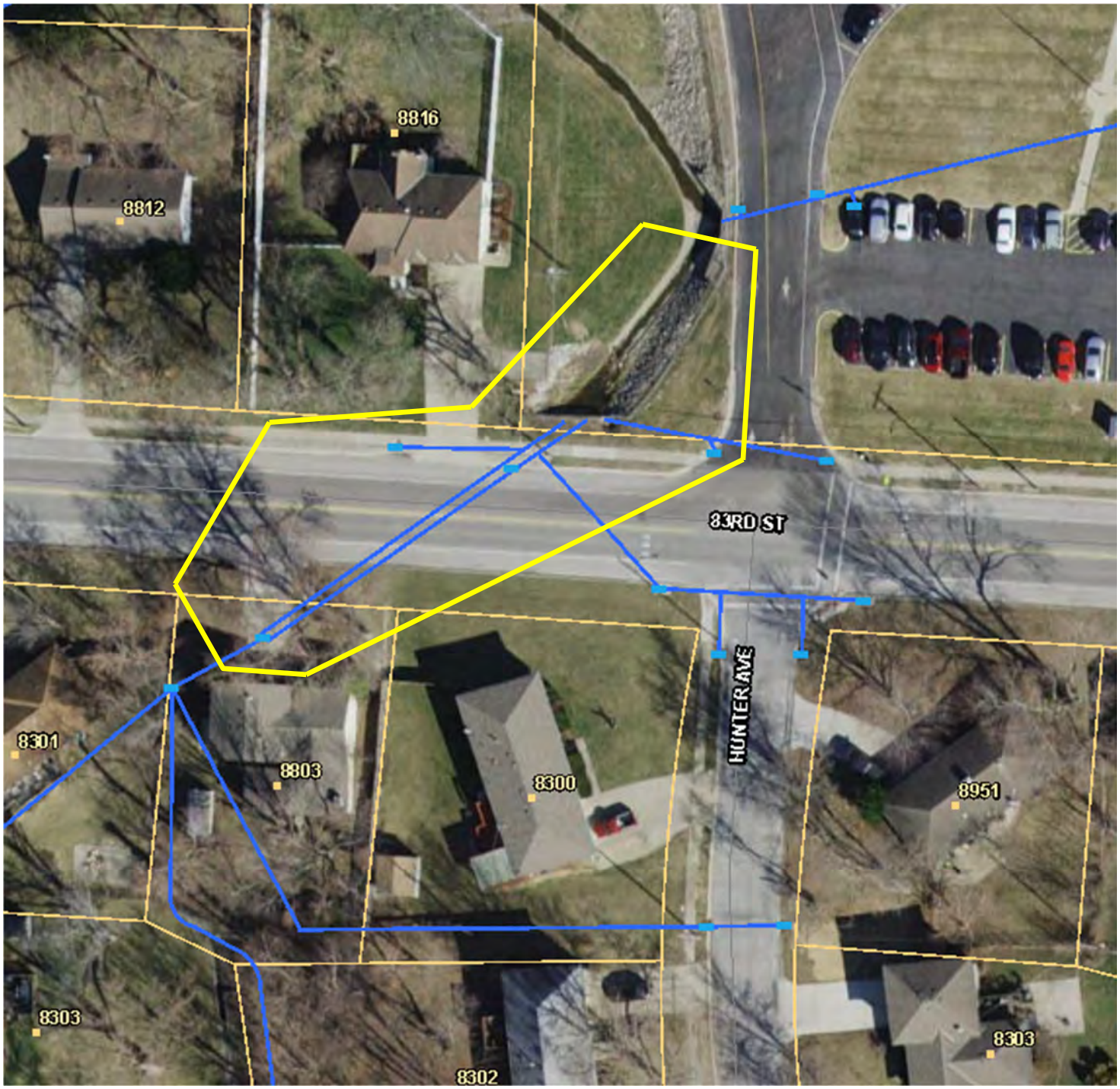
Date: 10/4/2023

Item No.	Item Description	Unit	Estimated Quantity	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total	T&B Trucking & Excavating, LLC Unit Price	T&B Trucking & Excavating, LLC Total	Redford Construction Unit Price	Redford Construction Total	Infrastructure Solutions, LLC Unit Price	Infrastructure Solutions, LLC Total	Leath & Sons, Inc. Unit Price	Leath & Sons, Inc. Total	Legacy Underground Construction, Inc Unit Price	Legacy Underground Construction, Inc Total	Average Minus High and Engineer's Unit Price	Average Minus High and Engineer's Total
1	Mobilization	LS	1	$ 40,700.00	$ 40,700.00	$ 52,000.00	$ 52,000.00	$ 5,000.00	$ 5,000.00	$ 39,250.00	$ 39,250.00	$ 65,000.00	$ 65,000.00	$ 33,050.00	$ 33,050.00	$ 40,312.50	$ 40,312.50
2	Traffic Control	LS	1	$ 10,650.00	$ 10,650.00	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 10,500.00	$ 10,500.00	$ 9,700.00	$ 9,700.00	$ 15,000.00	$ 15,000.00	$ 10,550.00	$ 10,550.00
3	Clearing, Grubbing, Demolition	LS	1	$ 46,500.00	$ 46,500.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 19,500.00	$ 19,500.00	$ 40,000.00	$ 40,000.00	$ 13,000.00	$ 13,000.00	$ 18,625.00	$ 18,625.00
4	Structural Concrete (Reinforced Concrete Box) (96"X48") (Precast) (KCMMB5K)	LF	147	$ 1,540.00	$ 226,380.00	$ 1,300.00	$ 191,100.00	$ 1,778.00	$ 261,366.00	$ 1,300.00	$ 191,100.00	$ 1,585.00	$ 232,995.00	$ 2,750.00	$ 404,250.00	$ 1,490.75	$ 219,140.25
5	Concrete Collar (KCCMB4K)	EA	1	$ 2,200.00	$ 2,200.00	$ 6,750.00	$ 6,750.00	$ 3,500.00	$ 3,500.00	$ 9,300.00	$ 9,300.00	$ 6,500.00	$ 6,500.00	$ 450.00	$ 450.00	$ 6,512.50	$ 6,512.50
6	Ring and Cover Access (Heavy Duty)(24")	EA	1	$ 1,100.00	$ 1,100.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 200.00	$ 200.00	$ 4,200.00	$ 4,200.00	$ 750.00	$ 750.00	$ 1,975.00	$ 1,975.00
7	Connect to RCB Structure (PVC) (18")	EA	1	$ 1,320.00	$ 1,320.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 6,500.00	$ 6,500.00	$ 3,600.00	$ 3,600.00	$ 6,500.00	$ 6,500.00	$ 3,650.00	$ 3,650.00
8	Connect to RCB Structure (RCP) (15")	EA	1	$ 1,100.00	$ 1,100.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 6,500.00	$ 6,500.00	$ 3,300.00	$ 3,300.00	$ 6,300.00	$ 6,300.00	$ 3,450.00	$ 3,450.00
9	Connect to 24" Drain Basin (6" PVC)	EA	1	$ 825.00	$ 825.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,900.00	$ 2,900.00	$ 600.00	$ 600.00	$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00
10	Storm Pipe (15") (HDPE)	LF	49	$ 126.00	$ 6,174.00	$ 100.00	$ 4,900.00	$ 100.00	$ 4,900.00	$ 75.00	$ 3,675.00	$ 75.00	$ 3,675.00	$ 125.00	$ 6,125.00	$ 87.50	$ 4,287.50
11	Inline Drain Basin (Nyloplast) (15")(Square Traffic Rated Cover)	EA	1	$ 3,300.00	$ 3,300.00	$ 3,000.00	$ 3,000.00	$ 4,200.00	$ 4,200.00	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00	$ 3,425.00	$ 3,425.00
12	Drain Basin (Nyloplast) (24") (Solid Locking Cover)	EA	1	$ 4,400.00	$ 4,400.00	$ 3,750.00	$ 3,750.00	$ 5,000.00	$ 5,000.00	$ 5,300.00	$ 5,300.00	$ 5,300.00	$ 5,300.00	$ 2,500.00	$ 2,500.00	$ 4,837.50	$ 4,837.50
13	Concrete Gutter Flume (6") (KCMMB4K)	SY	16	$ 181.00	$ 2,896.00	$ 165.00	$ 2,640.00	$ 150.00	$ 2,400.00	$ 900.00	$ 14,400.00	$ 162.00	$ 2,592.00	$ 126.00	$ 2,016.00	$ 344.25	$ 5,508.00
14	Headwall with Wingwalls, Apron, and Toewall (Concrete) (KCMMB5K)	EA	1	$ 27,500.00	$ 27,500.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 33,200.00	$ 33,200.00	$ 28,000.00	$ 28,000.00	$ 28,350.00	$ 28,350.00	$ 30,300.00	$ 30,300.00
15	Asphaltic Concrete Street Repair (Type 1)	SY	190	$ 149.00	$ 28,310.00	$ 130.00	$ 24,700.00	$ 100.00	$ 19,000.00	$ 170.00	$ 32,300.00	$ 140.00	$ 26,600.00	$ 124.00	$ 23,560.00	$ 135.00	$ 25,650.00
16	2" Surface (APWA Type 5-01 Mod)	SY	101	$ 44.00	$ 4,444.00	$ 90.00	$ 9,090.00	$ 65.00	$ 6,565.00	$ 105.00	$ 10,605.00	$ 41.00	$ 4,141.00	$ 81.00	$ 8,181.00	$ 75.25	$ 7,600.25
17	4" Base (APWA Type 5-01 Mod)	SY	101	$ 88.00	$ 8,888.00	$ 120.00	$ 12,120.00	$ 85.00	$ 8,585.00	$ 75.00	$ 7,575.00	$ 74.00	$ 7,474.00	$ 90.00	$ 9,090.00	$ 88.50	$ 8,938.50
18	Curb and Gutter (Remove and Replace) (Concrete) (KCMMB4K)	LF	179	$ 72.00	$ 12,888.00	$ 52.00	$ 9,308.00	$ 53.00	$ 9,487.00	$ 40.00	$ 7,160.00	$ 38.00	$ 6,802.00	$ 52.00	$ 9,308.00	$ 45.75	$ 8,189.25
19	Sidewalk (Remove and Replace) (Concrete) (4") (KCMMB4K)	SF	150	$ 17.00	$ 2,550.00	$ 15.00	$ 2,250.00	$ 20.00	$ 3,000.00	$ 60.00	$ 9,000.00	$ 11.00	$ 1,650.00	$ 15.00	$ 2,250.00	$ 26.50	$ 3,975.00
20	Driveway (Residential) (6") (Concrete)(Remove and Replace) (KCMMB4K)	SY	121	$ 143.00	$ 17,303.00	$ 100.00	$ 12,100.00	$ 135.00	$ 16,335.00	$ 160.00	$ 19,360.00	$ 12.00	$ 1,452.00	$ 115.00	$ 13,915.00	$ 101.75	$ 12,311.75
21	Concrete (8") (KCMMB4K)	SF	26	$ 35.00	$ 910.00	$ 15.00	$ 390.00	$ 80.00	$ 2,080.00	$ 170.00	$ 4,420.00	$ 15.00	$ 390.00	$ 15.00	$ 390.00	$ 70.00	$ 1,820.00
22	Chain Link Fence (36") (Remove and Replace)	LF	99	$ 110.00	$ 10,890.00	$ 60.00	$ 5,940.00	$ 55.00	$ 5,445.00	$ 55.00	$ 5,445.00	$ 42.00	$ 4,158.00	$ 45.00	$ 4,455.00	$ 53.00	$ 5,247.00
23	Concrete Slope Protection with Toewall and Turndowns (6") (KCMMB4K)	SY	119	$ 220.00	$ 26,180.00	$ 135.00	$ 16,065.00	$ 410.00	$ 48,790.00	$ 230.00	$ 27,370.00	$ 175.00	$ 20,825.00	$ 220.00	$ 26,180.00	$ 237.50	$ 28,262.50
24	Concrete Encasement (Sanitary Sewer) (15" PVC)	LF	14	$ 220.00	$ 3,080.00	$ 250.00	$ 3,500.00	$ 300.00	$ 4,200.00	$ 110.00	$ 1,540.00	$ 350.00	$ 4,900.00	$ 75.00	$ 1,050.00	$ 252.50	$ 3,535.00
25	Restore Pavement Markings (Double Yellow) (4") (Thermoplastic)	LF	108	$ 6.00	$ 648.00	$ 8.00	$ 864.00	$ 6.00	$ 648.00	$ 5.00	$ 540.00	$ 5.25	$ 567.00	$ 20.00	$ 2,160.00	$ 6.06	$ 654.75
26	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	94	$ 4.00	$ 376.00	$ 5.00	$ 470.00	$ 5.00	$ 470.00	$ 5.00	$ 470.00	$ 3.00	$ 282.00	$ 20.00	$ 1,880.00	$ 4.50	$ 423.00
27	Erosion Control	LS	1	$ 6,250.00	$ 6,250.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00	$ 1,150.00	$ 1,150.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 2,412.50	$ 2,412.50
28	Sodding	LS	1	$ 2,475.00	$ 2,475.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 1,150.00	$ 1,150.00	$ 13,500.00	$ 13,500.00	$ 5,400.00	$ 5,400.00	$ 9,912.50	$ 9,912.50
29	Construction Staking	LS	1	$ 6,250.00	$ 6,250.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 4,550.00	$ 4,550.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,637.50	$ 3,637.50
30	Force Account	Set	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
				Total:	$ 526,487.00	**Total:**	$ 456,937.00	**Total:**	$ 504,471.00	**Total:**	$ 498,960.00	**Total:**	$ 526,203.00	**Total:**	$ 662,910.00	**Total:**	$ 496,642.75
								As Read Total:	$ 490,971.00								

83rd Street Stormwater Improvement Project -- Location Map



83rd Street Stormwater Improvement Project -- Location Map



LAMP RYNEARSON

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

October 4, 2023

Rob Camp
Director of Public Works
City of Raytown, MO
10000 E 59th Street
Raytown, Missouri 64133

Re: 2023 Storm Improvements – E 83rd Street Bid Recommendation Letter

Dear Mr. Camp:

Bids were received for the above referenced project on Wednesday, October 4, 2023.

A total of five bids were received. Bids were competitive with four of the five bids being below the engineer's estimate. The low bid was submitted by T&B Trucking & Excavating in the amount of $456,937. The engineer's estimate for the project was $526,487. Attached is a completed bid tabulation and list of proposed subcontractors with a subcontractor percentage breakdown. The contractor proposes to complete approximately 78% of the work with their own forces.

We have previously worked with T&B Trucking & Excavating and found them to be a qualified contractor. After consultation with City staff, we recommend that T&B Trucking & Excavating be awarded the 2023 Storm Improvements – E 83rd Street Project in the amount of $456,937.

You may contact me with any questions, or if you need additional information.

Sincerely,
LAMP RYNEARSON

Greg VanPatten

Greg Van Patten, P.E.
Project Manager

CC:
Email C: Project File
Jason Hanson, P.E. – City Engineer, City of Raytown
Troy Montague, Project Engineer
Dan Miller, P.E. – Civil Design Group Leader

Summary of Prime Contractor vs Subcontractor Bid Items

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Prime/Sub	Performed By	Prime	Sub
1	Mobilization	LS	1	$ 52,000.00	$ 52,000.00	Prime	T&B Trucking & Excavating	$ 52,000.00	
2	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	Sub	Streetwise		$ 10,000.00
3	Clearing, Grubbing, Demolition	LS	1	$ 10,000.00	$ 10,000.00	Prime	T&B Trucking & Excavating	$ 10,000.00	
4	Structural Concrete (Reinforced Concrete Box) (96"X48") (Precast) (KCMMB5K)	LF	147	$ 1,300.00	$ 191,100.00	Prime	T&B Trucking & Excavating	$ 191,100.00	
5	Concrete Collar (KCCMB4K)	EA	1	$ 6,750.00	$ 6,750.00	Prime	T&B Trucking & Excavating	$ 6,750.00	
6	Ring and Cover Access (Heavy Duty)(24")	EA	1	$ 2,500.00	$ 2,500.00	Prime	T&B Trucking & Excavating	$ 2,500.00	
7	Connect to RCB Structure (PVC) (18")	EA	1	$ 3,000.00	$ 3,000.00	Prime	T&B Trucking & Excavating	$ 3,000.00	
8	Connect to RCB Structure (RCP) (15")	EA	1	$ 2,500.00	$ 2,500.00	Prime	T&B Trucking & Excavating	$ 2,500.00	
9	Connect to 24" Drain Basin (6" PVC)	EA	1	$ 1,000.00	$ 1,000.00	Prime	T&B Trucking & Excavating	$ 1,000.00	
10	Storm Pipe (15") (HDPE)	LF	49	$ 100.00	$ 4,900.00	Prime	T&B Trucking & Excavating	$ 4,900.00	
11	Inline Drain Basin (Nyloplast) (15")(Square Traffic Rated Cover)	EA	1	$ 3,000.00	$ 3,000.00	Prime	T&B Trucking & Excavating	$ 3,000.00	
12	Drain Basin (Nyloplast) (24") (Solid Locking Cover)	EA	1	$ 3,750.00	$ 3,750.00	Prime	T&B Trucking & Excavating	$ 3,750.00	
13	Concrete Gutter Flume (6") (KCMMB4K)	SY	16	$ 165.00	$ 2,640.00	Prime	T&B Trucking & Excavating	$ 2,640.00	
14	Headwall with Wingwalls, Apron, and Toewall (Concrete) (KCMMB5K)	EA	1	$ 30,000.00	$ 30,000.00	Prime	T&B Trucking & Excavating	$ 30,000.00	
15	Asphaltic Concrete Street Repair (Type 1)	SY	190	$ 130.00	$ 24,700.00	Sub	JD Bishop		$ 24,700.00
16	2" Surface (APWA Type 5-01 Mod)	SY	101	$ 90.00	$ 9,090.00	Sub	Metro Asphalt		$ 9,090.00
17	4" Base (APWA Type 5-01 Mod)	SY	101	$ 120.00	$ 12,120.00	Sub	Metro Asphalt		$ 12,120.00
18	Curb and Gutter (Remove and Replace) (Concrete) (KCMMB4K)	LF	179	$ 52.00	$ 9,308.00	Sub	JD Bishop		$ 9,308.00
19	Sidewalk (Remove and Replace) (Concrete) (4") (KCMMB4K)	SF	150	$ 15.00	$ 2,250.00	Sub	JD Bishop		$ 2,250.00
20	Driveway (Residential) (6") (Concrete)(Remove and Replace) (KCMMB4K)	SY	121	$ 100.00	$ 12,100.00	Sub	JD Bishop		$ 12,100.00
21	Concrete (8") (KCMMB4K)	SF	26	$ 15.00	$ 390.00	Sub	JD Bishop		$ 390.00
22	Chain Link Fence (36") (Remove and Replace)	LF	99	$ 60.00	$ 5,940.00	Prime	T&B Trucking & Excavating	$ 5,940.00	
23	Concrete Slope Protection with Toewall and Turndowns (6") (KCMMB4K)	SY	119	$ 135.00	$ 16,065.00	Sub	JD Bishop		$ 16,065.00
24	Concrete Encasement (Sanitary Sewer) (15" PVC)	LF	14	$ 250.00	$ 3,500.00	Prime	T&B Trucking & Excavating	$ 3,500.00	
25	Restore Pavement Markings (Double Yellow) (4") (Thermoplastic)	LF	108	$ 8.00	$ 864.00	Sub	Streetwise		$ 864.00
26	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	94	$ 5.00	$ 470.00	Sub	Streetwise		$ 470.00
27	Erosion Control	LS	1	$ 3,500.00	$ 3,500.00	Prime	T&B Trucking & Excavating	$ 3,500.00	
28	Sodding	LS	1	$ 10,000.00	$ 10,000.00	Prime	T&B Trucking & Excavating	$ 10,000.00	
29	Construction Staking	LS	1	$ 3,500.00	$ 3,500.00	Prime	T&B Trucking & Excavating	$ 3,500.00	
30	Force Account	Set	1	$ 20,000.00	$ 20,000.00	Prime	T&B Trucking & Excavating	$ 20,000.00	
	Total of 2023 Storm Improvements - E 83rd Street Unit Price Bid Items				$ 456,937.00			$ 359,580.00	$ 97,357.00
								78.69%	21.31%

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/05/2023

MEETING DATE: October 17, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

Staff requests that the Board of Aldermen approve the purchase of a generator for City Hall and the Police Department.

BACKGROUND/JUSTIFICATION

The current generator, which supplies power to the police department, has been in service for almost 50 years and is well past its useful lifespan. While it is operational, it poses significant operational risks due to discontinued components and the non-functional automatic shutdown feature, which necessitates manual intervention. To address these concerns, we have two viable options for consideration:

Quote 1: Replace with a 125KW Generator:
This quote involves installing a 125KW generator that will supply power to the Police Department. Additionally, limited coverage is provided to City Hall. This choice is more economical but will result in limited power coverage for City Hall during an outage.

Quote 2: Replace with a 200KW Whole Building Generator
This quote involves installing a 200KW whole building generator capable of supplying power to both City Hall and the Police Department. This comprehensive solution ensures that both facilities are adequately powered during emergencies, enhancing overall operational resilience.

In addition to the generator replacement itself, staff recommends considering the following options to ensure a seamless transition:

Disconnect and Abandon the Old Unit: Properly disconnect and abandon the old generator unit to ensure safety and provide more storage within the building maintenance office. This includes safely disconnecting the electrical and capping off the existing fuel lines associated with the old unit.

Scheduled Outage/Cut Over on a Saturday: To minimize disruption to daily operations, we

propose conducting the generator replacement on a Saturday. This will allow us to complete the installation with minimal interruption to essential services.

Lighting/panel: For better safety, a 4' LED light above the new transfer switch would be installed and an additional remote panel placed in the dispatch office.

Engineered Drawings: Drawings would be prepared and reviewed and stamped by a professional engineer.

This generator replacement project is vital to ensure the safety and reliability of our facilities, especially during power outages or emergencies. Staff believes that Quote 2, the installation of a 200KW whole building generator and the associated options, provides the most comprehensive solution to meet our needs.

Staff is seeking authorization to purchase and install the 200KW generator and its associated options as outlined above per Sourcewell Contract #092222-CMM in an amount not to exceed $169,218.50. The Sourcewell contract is a government purchasing contract that has already been bid, which allows staff to move forward without bidding on the project. This will enable us to enhance the resilience and operational capabilities of both City Hall and the Police Department. It is important to note that the lead time for a generator is approximately 42 weeks and the current generator is operational currently.

Alternatives:
1. Do not approve and use the current generator, which is a risk due to discontinued components.
2. Purchase the 125 KW generator which will provide power to the police department with limited power to city hall.

RECOMMENDED MOTION

Motion to approve as submitted

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Cummins Sales and Service
Amount of Request/Contract:	$169,218.50
Amount Budgeted:	$0

From Account Name and #:Fund Balance/101-00-00-100-39999	Amount: $169,218.50
To Account Name and #: Capital Expenditures/101-00-00-100-57000	Amount: $169,218.50

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Generator-City Hall 2023
2. Cost Comparison
3. Quotes 1 and 2

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:		On file with Sourcewell and will be obtained once approved
E-Verify Affidavits:		Not Applicable
E-Verify proof of enrollment:		Not Applicable
Bond:		Not Applicable
IRS Form W-9:		On File
Bid/RFP/RFQ: (submit all)		On File
Bid/RFP/RFQ Tabulation:	X	Not Applicable
Bid Waiver: Sole source or less than three bids		On File
Contractor address and email:	X	Included in Sourcwell contract
Project Exemption Certificate needed:		Not Applicable
Other:	X	Quotes

RESOLUTION NO.: R-3555-23

A RESOLUTION APPROVING THE PURCHASE OF A GENERATOR FOR CITY HALL FROM CUMMINS INC. OFF THE SOURCEWELL PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED $169,218.50 AND AMENDING THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, Sourcewell has competitively bid and awarded a contract to Cummins Sales and Service for a 200 Kilowatt Whole Building Generator; and

WHEREAS, such generator is necessary to ensure continuity of operations within City Hall in the event of a power outage; and

WHEREAS, pursuant to Resolution R-3486-22, the Fiscal Year 2022-2023 Budget was approved, and it is necessary to amend the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of a 200 Kilowatt Whole Building Generator from Cummins Sales and Services off the Sourcewell Purchasing Contract in an amount not to exceed $169,218.50.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of a 200 Kilowatt Whole Building Generator from Cummins Sales and Services off the Sourcewell Purchasing Contract in an amount not to exceed $169,218.50 is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2022-2023 budget approved by Resolution R-3486-22 is hereby amended as follows:

TO:	**FROM:**
Capital Sales Tax-Capital Expenditures	Capital Sales Tax-Fund Balance
207.32.00.100.52250	207.00.00.100.39999
$62,000.00	$62,000.00

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate such purchase and installation and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form

_____
Jennifer M. Baird, City Attorney

Quote 1		
Description	Notes	Cost
125kW Generator	Equipment	$52,815.00
Installation	Services	$43,015.00
Asbestos testing and abatement if necessary	Services	$3,650.00
	SUB TOTAL	**$99,480.00**
Demo and remove existing unit	Option	$21,200.00
Perform outage/cutoff on Saturday	Option	$2,100.00
Provide 4' LED light above equipment	Option	$2,200.00
Engineered and stamped plans	Option	$2,000.00
Contingency		$12,698.00
	GRAND TOTAL	**$139,678.00**

Quote 2		
Description	Notes	Cost
200kW Generator	Equipment	$61,970.00
Installation	Services	$60,715.00
Asbestos testing and abatement if necessary	Services	$3,650.00
	SUB TOTAL	**$126,335.00**
Demo and remove existing unit	Option	$21,200.00
Perform outage/cutoff on Saturday	Option	$2,100.00
Provide 4' LED light above equipment	Option	$2,200.00
Engineered and stamped plans	Option	$2,000.00
Contingency		$15,383.50
	GRAND TOTAL	**$169,218.50**

September 28, 2023

To: Stephanie Boyce **SourceWell Contract # 092222-CMM** **Prepared by**

Jeff Morton
(816) 539-5258
jeff.morton@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
1	**C125D6D, Diesel Genset, 60Hz, 125kW** U.S. EPA, Stationary Emergency Application C125D6D, Diesel Genset, 60Hz, 125kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg - Torque Match Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 24 Hour Minimum Fuel Water Separator Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing Power Command 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Shutdown - Low Coolant Level Extension - Coolant Drain Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose	1	$ 45,965.44
2	**KIT, ENCLOSURE (SL2 Duct)**	1	$ 880.11
3	**Service - start up & testing**	1	$ 2,484.48

4	**Battery**	1	$ 372.67
5	**Annunciator-panel mount with enclosure (RS485)**	1	$ 275.03
6	**OTECB, OTEC Transfer Switch-Electronic Control: 225A** OTEC225, Transfer Switch, Power Command, 225 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Transfer Switch Warranty - 2 Year Comprehensive	1	$ 2,837.27

Equipment Total: $ 52,815.00

OPTIONS:

Installation Services: SEC will install the customer supplied 125KW Generator and a 200Amp Automatic Transfer Switch (ATS). SEC will modify, provide, and install all conduits, supports, fittings and copper wiring as needed for the generator, heater/charger, auto start and remote annunciator. SEC will install a concrete pad for the generator approximately 15ft. long by 15ft. wide and 10" thick with #4 rebar. SEC will provide design and drawings. SEC has included up to 260 gallons of diesel. SEC has included hauling and setting the new generator. SEC will assist Cummins with testing and startup. $43,015.00

Existing Generator Compete Demo and Removal: SEC will disconnect electrical, cap off the existing fuel lines, remove, and haul out generator and exhaust equipment. Cummins technician to take apart unit. We have excluded asbestos abatement on inside exhaust piping. $21,200.00

Perform electrical outage/cut over on a Saturday. $2,100.00

Provide a 4' LED light above the new transfer switch and install additional remote annunciator in dispatch office. $2,200.00

Drawings that are stamped and a reviewed by an engineer. $2,000.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

We have ***excluded*** the following from our quote:

Taxes, Permits, Bonds, Fee's and City or Utility Approvals.
Temporary Power or Utilities.
Grading, Grass Seed, or Grass Sod.
Hazardous materials, abatement, handling, or removal.
Rock Excavation and Existing Asphalt Conditions.
Fencing, Barriers, Walls, Landscape or Screening.
SEC is not responsible for existing installations.
Warranty on repairs or installations not done by SEC.

We have the following **Proposal Clarifications**:

1. If a formal contract is required, its conditions must not deviate from this proposal without our consent.
2. Anything (verbal or written) expressed or implied elsewhere, which is contrary to the conditions set forth and outlined in this proposal shall be null and void.
3. Equipment and materials supplied are warranted only to the extent that are the by the manufactures.
4. No extra equipment or fuel is included in this proposal.
5. SEC reserves the right to adjust pricing based on current commodities.
6. Normal work week is Monday – Friday 7:00 am – 3:30 pm.
7. Start-up and training will be completed at the same time during normal business hours.

NOTES:

Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

LEAD TIME:

Generator: 42 weeks from release of order
ATS: 20 weeks from release of order
Above lead times are based on 8/11/23 mfg. report. Dates may be different when order is released.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jeff Morton, Senior Sales Executive - Power Generation
jeff.morton@cummins.com
(816) 539-5258

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

September 28, 2023

To: Stephanie Boyce **SourceWell Contract # 092222-CMM** **Prepared by**

Jeff Morton
(816) 539-5258
jeff.morton@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
1	**C200D6D, Diesel Genset, 60Hz, 200kW** U.S. EPA, Stationary Emergency Application C200D6D, Diesel Genset, 60Hz, 200kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 24 Hour Minimum Fuel Water Separator Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing Power Command 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose	1	$ 50,629.67
2	**KIT, ENCLOSURE (SL2 Duct)**	1	$ 880.22
3	**Service - start up & testing**	1	$ 2,018.87

4	**Battery**	1	$ 372.71
5	**Annunciator-panel mount with enclosure (RS485)**	1	$ 275.06
6	**OTECD, OTEC Transfer Switch-Electronic Control: 800A** OTEC800, Transfer Switch, Power Command, 800 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1	$ 7,793.47

Equipment Total: $ 61,970.00

OPTIONS:

Entire Service ATS and 200KW Genset: SEC will install the customer supplied 200KW Generator and a 800Amp Automatic Transfer Switch (ATS). SEC will modify, provide, and install all conduits, supports, fittings and copper wiring as needed for the generator, heater/charger, auto start and remote annunciator. SEC will install a concrete pad for the generator approximately 15ft. long by 15ft. wide and 10" thick with #4 rebar. SEC will provide design and drawings. SEC has included up to 525 gallons of diesel. SEC has included hauling and setting the new generator. SEC will assist Cummins with testing and startup. $60,715.00

Existing Generator Compete Demo and Removal: SEC will disconnect electrical, cap off the existing fuel lines, remove, and haul out generator and exhaust equipment. We have excluded asbestos abatement of the inside exhaust piping and inside exhaust removal. $21,200.00

Perform electrical outage/cut over on a Saturday. $2,100.00

Provide a 4' LED light above the new transfer switch and install additional remote annunciator in dispatch office. $2,200.00

Drawings that are stamped and a reviewed by an engineer. $2,000.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

We have ***excluded*** the following from our quote:

Taxes, Permits, Bonds, Fee's and City or Utility Approvals.
Temporary Power or Utilities.
Grading, Grass Seed, or Grass Sod.
Hazardous materials, abatement, handling, or removal.
Rock Excavation and Existing Asphalt Conditions.
Fencing, Barriers, Walls, Landscape or Screening.
SEC is not responsible for existing installations.

Warranty on repairs or installations not done by SEC.

We have the following **Proposal Clarifications**:

If a formal contract is required, its conditions must not deviate from this proposal without our consent.
Anything (verbal or written) expressed or implied elsewhere, which is contrary to the conditions set forth and outlined in this proposal shall be null and void.
Equipment and materials supplied are warranted only to the extent that are the by the manufactures.
No extra equipment or fuel is included in this proposal.
SEC reserves the right to adjust pricing based on current commodities.
Normal work week is Monday – Friday 7:00 am – 3:30 pm.
Start-up and training will be completed at the same time during normal business hours.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

LEAD TIME:

Generator: 42 weeks from release of order
ATS: 20 weeks from release of order
Above lead times are based on 8/11/23 mfg. report. Dates may be different when order is released.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jeff Morton, Senior Sales Executive - Power Generation
jeff.morton@cummins.com
(816) 539-5258

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

AT ABATEMENT SERVICES, INC.

4915 Stilwell
Kansas City, MO 64120
816.242.0444
Fax 816.242.0449

October 3, 2023

Deputy Director Public Works
10000 East 59th
Raytown, Mo. 64133

Att. Ms. Stephanie Boyce
Re: Generator Tank Survey

Dear Ms. Boyce

We wish to supply pricing for survey and abatement. Scope of work and pricing are as follows:

1) Price for ACM sampling of generator flash tank.

   Price $800.00

2) Price for abatement of flash tank insulation if determined to be positive.

   Price $2.100.00

3) Add price for Third Party ACM final air clearance as required by MDNR>

   Price $750.00

If you have any questions, please call.

Sincerely
Greg Nitcher