

RESOLUTION R-23-68

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH WALTER P. MOORE AND ASSOCIATES, INCORPORATED IN THE TOTAL AMOUNT NOT TO EXCEED \$87,120.00 FOR THE DESIGN OF THE NE 76TH TERRACE STORM DRAINAGE AND PARKING PROJECT CP2431.

WHEREAS, the engineering firm of Walter P. Moore and Associates, Incorporated assisted the City in the preparation of conceptual drawings of the project; and

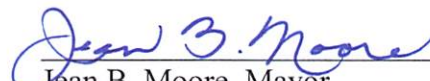
WHEREAS, staff requested a proposal from Walter P. Moore and Associates, Incorporated for the design of the NE 76th Terrace Storm Drainage and Parking Project; CP2431.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a professional engineering services agreement with Water P. Moore and Associates, Incorporated in the total amount not to exceed \$87,120.00 to complete the work.

FURTHER, THAT, funds for such purpose are budgeted in the CIST Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF OCTOBER 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-68

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/3/2023

Department: Public Works

Meeting Date Requested: 10/9/2023

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Professional Engineering Services Agreement, NE 76th Terrace Storm Drainage and Parking Project CP2431

Background: Walter P. Moore and Associates, Incorporated, recently assisted the City in preparing conceptual drawings that were used to help acquire property at 7 NE 76th Terrace. The company was also recently the second highest rated firm to respond to a Request for Proposal (RFP) for the design of stormwater improvements in the vicinity of NE 68th Street and N. Bellefontaine. Based upon this information, staff requested that Walter P. Moore and Associates, Incorporated submit a proposal to design the NE 76th Terrace Storm Drainage and Parking Project with five (5) primary goals:

- 1) Preventing stormwater from overtopping NE 76th Terrace in heavy rains.
- 2) Securing the entrance to the cave as necessary.
- 3) Providing additional parking for Hobby Hill Park.
- 4) Addressing stormwater in the vicinity of 102 NE 76th Terrace.
- 5) Installing a stormwater structure directly east of 206 NE 76th Terrace where several pipes converge.

Budget Discussion: The project is budgeted in the CIST Fund.

Public/Board/Staff Input: Staff recommends that the City execute a professional engineering services agreement with Walter P. Moore and Associates, Incorporated, in an amount not to exceed \$87,120.00. Please note that staff plans to execute a separate time and materials contract in the amount of \$5,000.00 with Habitat Architects to assist with environmental permitting due to the sensitive nature of the project.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of Dec, 2023, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Walter P. Moore and Associates, Inc., hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

The design of stormwater and parking improvements on NE 76th Terrace just east of Hobby Hill Park.

ARTICLE II

ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

ARTICLE III

CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE IV

ENGINEER'S FEE

1. Basic Fee and Schedule.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for design services shall be based upon time and materials expended on the project and shall not exceed \$87,120.00.
 - b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.
 - c) **Project Schedule.** Design plans shall be completed by April 1, 2023. It is acknowledged that additional time may be required for environmental permitting.
2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Autocad format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

ARTICLE VIII

DISCLOSURE

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall

furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

ARTICLE XI

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XII

STANDARD OF CARE

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

ARTICLE XV

WORKER AUTHORIZATION

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.

ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager, or their authorized representative, shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

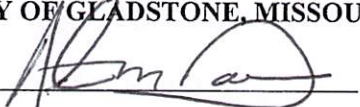
WALTER P. MOORE AND ASSOCIATES, INC.

By: 

Name: Daniel L. Brown

Title: Senior Principal

CITY OF GLADSTONE, MISSOURI:

By: 

Name: Robert M. Baer

Title: City Manager

EXHIBIT A

ATTACHMENT 1 – SCOPE OF SERVICES
NE 76th Terrace Drainage and Parking

I. PROJECT DESCRIPTION

The City of Gladstone has recently purchased the properties on both the north and south sides of NE 76th Terrace between the Hobby Hill Disc Golf Course to the west and N. Walnut Street to the east. The City would like to construct improvements in the area which are anticipated to include a storm sewer culvert under NE 76th Terrace, parking for approximately 25 to 40 vehicles, and drainage improvements along the existing open channel between the City owned property on the north side of NE 76th Terrace to the east end of the property at 202 NE 76th Terrace. At this time the improvements are likely to be constructed in phases due to funding. The anticipated improvements and phases are shown on the attached Exhibit A, which were developed during the concept development phase. The Fee Proposal is based upon all work for this project being completed within two (2) years from design notice to proceed.

The property on the north side of the roadway has an existing natural cave entry known as Mosby Cave. We understand the City is considering adding fencing in some locations around the cave to protect it from the public and potentially reduce trash and debris accumulation. The extent of this work is currently unknown, and we will work with the City and the City's environmental consultant to determine an appropriate course of action.

II. PROJECT SPECIFIC SCOPE OF SERVICES:

The scope of services for this portion of the NE 76th Terrace project is as follows:

Phase 1: Preliminary Design

A. Boundary & Topographic Survey

1. Contract with a professional land surveyor licensed in the State of Missouri to complete a boundary and topographic survey of the project limits shown on Exhibit A.
2. Visit the site to verify existing conditions and attempt to detect issues affecting the proposed improvements.

B. Preliminary Design

1. Based on the Phase 1 preferred concept, preliminary design of all phases of the work will be completed. Design will include preliminary layout and grading of parking improvements; storm sewer culvert; private drainage improvements; and replacement of existing curbs, walks, pavements, and drives.
2. Preliminary construction drawings (60%) for all phase of the work will be completed. Drawings will be submitted for City review and comments incorporated into Final Design
3. An Opinion of Probable Construction Cost will be prepared and submitted for all phases of the work.
4. Coordination with the City's selected environmental consultant.
5. Attend review meeting with City to discuss project and receive comments.

Phase 2 – Final Design

A. Final Design

1. Complete drainage design and analysis of the proposed storm sewer culvert under NE 76th Terrace, design of the parking along NE 76th Terrace, and design of the private drainage improvement along the north side of NE 76th Terrace. Design will be in accordance with City requirements and standards, unless otherwise specified in writing by the City.
2. Preparation of Final Plans (100%) for work associated with the project. Plan sheets are anticipated to include the following:
 - a) Cover sheet
 - b) Summary of quantities, general notes, & City standard notes
 - c) Overall layout
 - d) Storm sewer plan & profile
 - e) Layout and dimensional control
 - f) Removal and replacement of existing improvements
 - g) Grading
 - h) Temporary erosion & sediment control
 - i) Temporary traffic control
 - j) Details
3. An Opinion of Probable Construction Cost will be prepared and submitted for the Phase 3 Parking Improvements plans.
4. Coordination with the City's selected environmental consultant.
5. Contract with a professional land surveyor licensed in the State of Missouri to complete a total of two (2) easement descriptions and two (2) easement exhibits for the anticipated improvements.
6. Attend review meeting with City to discuss project and receive comments.

III. SERVICES NOT INCLUDED IN SCOPE:

Services not listed above will be considered Additional Services. If it becomes necessary for Walter P. Moore and Associates, Inc. to provide any services not listed and said services are authorized by the City of Gladstone, they will be performed for an additional fee upon a fee basis established at such time as the scope of work is defined. Specific services not included in the scope are:

- Geotechnical services
- Environmental reports and permitting
- Stormwater Pollution Prevention Plans and MoDNR permitting
- Landscaping design services
- Design of water main relocations
- Design of sanitary sewer main relocations
- Design of "green infrastructure" and stormwater BMPs
- Design of street and pedestrian lighting
- Full time construction inspection and materials testing
- Public involvement (notifications, meetings, etc.)
- Services related to condemnation of property
- Preparation of as-builts and/or record drawings
- Utility coordination efforts
- Construction administration
- Assisting with development of a Project Manual and Technical Specifications



**walter
p moore**

**NE 76th Terrace Drainage and Parking- City of Gladstone
Attachment 2 - Fee Proposal**

October 3, 2023

| Item of Work | Job Titles | | | | Total Labor Cost | Sub-Consultant Expenses | Total Fee |
|----------------------------------|------------|---------------|-------------------|-----------------|------------------|-------------------------|-----------|
| | Principal | Team Director | Graduate Engineer | Senior CAD Tech | | | |
| | \$315 | \$260 | \$140 | \$150 | | | |
| Phase 1: Preliminary Design | | | | | | | |
| A. Boundary & Topographic Survey | | | | | | | |
| 1. Professional Land Surveyor | | 2 | | 4 | \$ 1,120 | \$ 16,000 | \$ 17,120 |
| 2. Site Visit (1) | | 2 | | | \$ 520 | | \$ 520 |
| B. Preliminary Design | | | | | | | |
| 1. Preliminary Design | 2 | 20 | 76 | 8 | \$ 17,670 | | \$ 17,670 |
| 2. Preliminary Drawings (60%) | | 4 | 20 | 48 | \$ 11,040 | | \$ 11,040 |
| 3. Opinion of Probable Cost | | 2 | 4 | | \$ 1,080 | | \$ 1,080 |
| 4. Environmental Coordination | | 8 | 8 | 4 | \$ 3,800 | | \$ 3,800 |
| 5. City Review Meeting | | 2 | 4 | | \$ 1,080 | | \$ 1,080 |
| Subtotal Phase 1 | 2 | 40 | 112 | 64 | \$ 36,310 | \$ 16,000 | \$ 52,310 |
| PHASE 2: Final Design | | | | | | | |
| A. Final Design | | | | | | | |
| 1. Final Design | | 12 | 84 | 8 | \$ 16,080 | | \$ 16,080 |
| 2. Final Plans (100%) | 2 | 4 | 20 | 54 | \$ 12,570 | | \$ 12,570 |
| 3. Opinion of Probable Cost | | 2 | 4 | | \$ 1,080 | | \$ 1,080 |
| 4. Environmental Coordination | | 6 | 4 | 4 | \$ 2,720 | | \$ 2,720 |
| 5. Easement Exhibits | | | 2 | 2 | \$ 580 | \$ 700 | \$ 1,280 |
| 6. City Review Meeting | | 2 | 4 | | \$ 1,080 | | \$ 1,080 |
| Subtotal Phase 2 | 2 | 26 | 118 | 68 | \$ 34,110 | \$ 700 | \$ 34,810 |
| | | | | | | | |
| Grand Total | 4 | 66 | 230 | 132 | 70,420 | 16,700 | \$ 87,120 |



**walter
p moore**

Schedule RC1

BILLING RATE SCHEDULE
Infrastructure Group
2023 Standard

| <u>Category</u> | <u>Rate</u> |
|--|-------------|
| Senior Principal/Managing Principal..... | \$ 345.00 |
| Principal | \$ 315.00 |
| Chief Hydrologist | \$ 270.00 |
| Managing Director | \$ 275.00 |
| Team Director | \$ 260.00 |
| Senior Project Manager | \$ 260.00 |
| Project Manager | \$ 190.00 |
| Senior Engineer | \$ 205.00 |
| Engineer | \$ 170.00 |
| Graduate Engineer | \$ 140.00 |
| Senior Transportation Planner..... | \$ 200.00 |
| Transportation Planner | \$ 160.00 |
| Graduate Transportation Planner | \$ 135.00 |
| Senior Graphic Designer | \$ 140.00 |
| Senior GIS Specialist..... | \$ 195.00 |
| GIS Specialist | \$ 165.00 |
| Senior Designer | \$ 195.00 |
| Designer | \$ 140.00 |
| BIM Manager..... | \$ 215.00 |
| CAD Manager | \$ 195.00 |
| Senior CAD Technician | \$ 150.00 |
| CAD Technician | \$ 115.00 |
| Senior Field Representative | \$ 160.00 |
| Field Representative | \$ 140.00 |
| Engineering Intern..... | \$ 95.00 |
| Project Accountant | \$ 145.00 |
| Senior Administrative Assistant | \$ 145.00 |
| Administrative Assistant..... | \$ 115.00 |

Notes:

1. These billing rates are effective through December 31, 2023.
2. Rates are adjusted annually.

EXHIBIT A: SCOPE AND PHASING OF IMPROVEMENTS



Walter P Moore and Associates, Inc.
1100 Walnut, Suite 1825
Kansas City, Missouri 64106

816.701.2100

NE 76TH TERRACE DRAINAGE & PARKING

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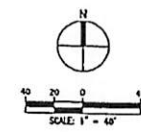


EXHIBIT A

Copyright © 2013, Walter P Moore and Associates, Inc.

Aug 11, 2013 - City of Kansas City, Missouri
KCMO 001213-000-001-001 (1st) for Drainage and Parking Improvements for NE 76th Terrace & Locust Ave

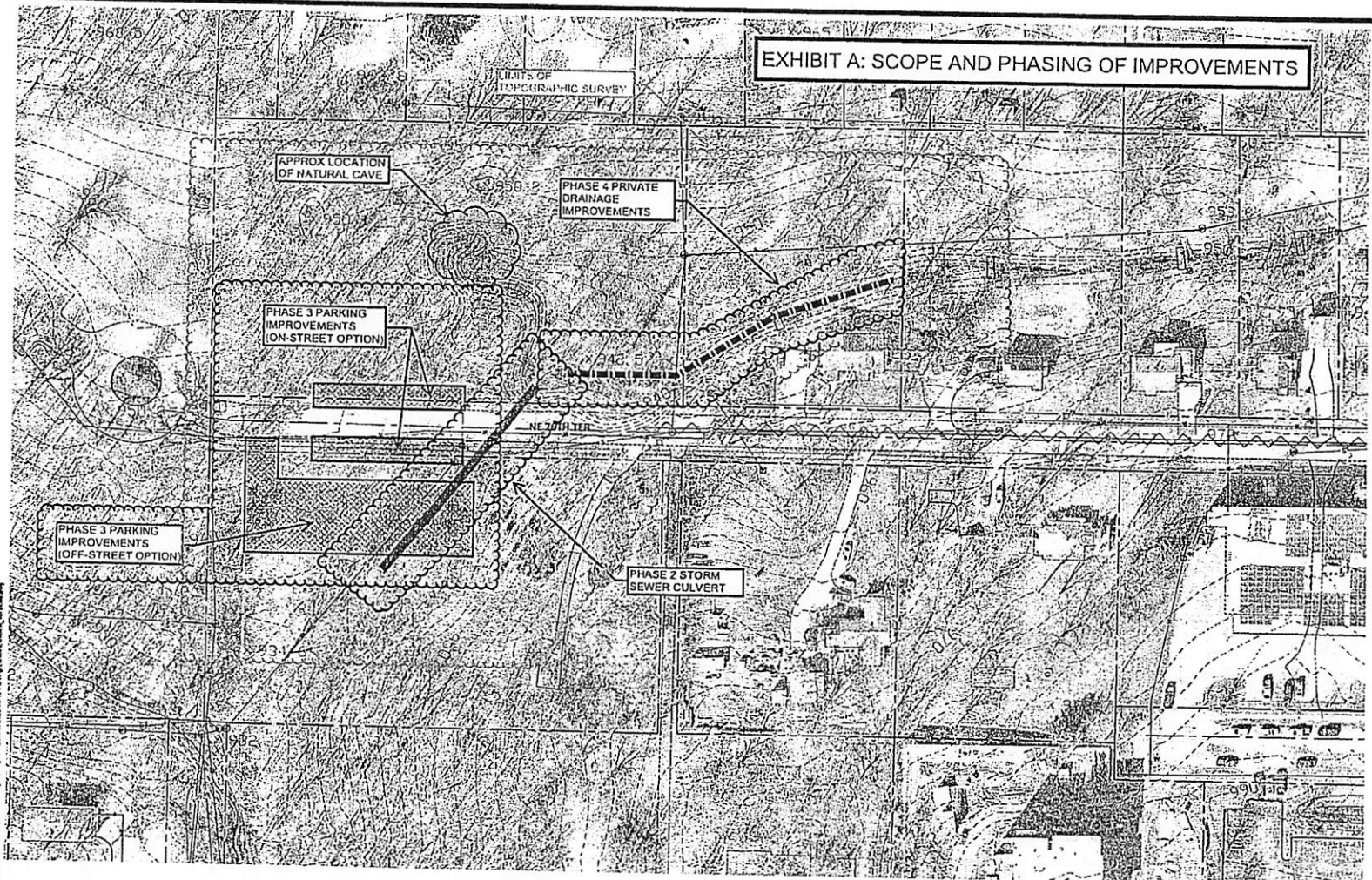


EXHIBIT A

EXHIBIT B

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Daniel L. Brown, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Daniel L. Brown and I am currently the Senior Principal of Walter P. Moore and Associates, (hereinafter "Contractor"), whose business address is 1100 Walnut, Suite 1825, Kansas City, MO 64106 and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the design of stormwater and parking improvements on NE 76th Terrace just east of Hobby Hill Park contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Daniel L. Brown

Subscribed and sworn to before me this 8 day of December, 2023.

Tiffany D. Cartwright
Notary Public

SEAL

